

Gloria Olmos, Mayor
Richard Angel, Mayor Pro Tem
Manuel Acosta, Councilmember
Rudy Bojorquez, Councilmember
Hector Delgado, Councilmember



Rene Salas, City Manager
Donna G. Schwartz, City Clerk
Anthony R. Taylor, City Attorney

CITY OF SOUTH EL MONTE
ADJOURNED REGULAR MEETING
OF THE SOUTH EL MONTE CITY COUNCIL

AGENDA

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

NOTICE

Councilmember Acosta will attend the meeting remotely. Per AB2449, Mr. Acosta has "just cause" to attend remotely as he is *traveling on official business of the local agency*.

PUBLIC COMMENT

To participate during public comment via teleconference, see below:

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

Webinar ID: 865 8171 1880

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

LIVE STREAMING OF MEETINGS

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

AMERICANS WITH DISABILITIES ACT

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the City Clerk's office at (626) 652-3180 or (626) 652-3121 at least 72 hours prior to the meeting.

GENERAL COMMENT

Members of the public wishing to submit a general comment or a comment on an agenda item, can email dschwartz@soelmonte.org or call (626) 652-3180 to leave a voicemail message. All comments received an hour before the scheduled meeting will be read during public comment and made part of the record.

MEETINGS

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

POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES

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

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

VIEWING OF AGENDA PACKETS

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

ISSUES RELATED TO AGENDA

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

Donna G. Schwartz, CMC, City Clerk
Ph (626) 652-3180
Cell (626) 274-4842

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

AGENDA BEGINS ON THE FOLLOWING PAGE

1. ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

Councilmember Manuel Acosta

3. INVOCATION

Pastor Patricia Garrett, Faith Dominion Church

4. PRESENTATIONS

4.a. Proclamation Proclaiming May 21-27, 2023, as National Public Works Week

4.b. Proclamation Proclaiming the Month of May as Asian Americans and Pacific Islanders Heritage Month 2023

4.c. Presentation by Ms. Sil Ruiz, Librarian, South El Monte Library, on Library Resources and Programs

4.d. Sheriff's Department Report for the Month of April

4.e. Code Enforcement and Public Safety Department Report for the Month of April

4.f. Amanda Mejia, Athens Services, Introducing the New Director of Government Affairs, Jessica Alvarenga

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 MAY 9, 2023**

Staff is requesting approval of Minutes for the May 9, 2023 Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the May 9, 2023 Regular City Council Meeting.

7.b. **CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-46, APPROVING WARRANTS FOR THE PERIOD OF MAY 10, 2023 THROUGH MAY 24, 2023**

Authorizing payment of City expenditures for the period of May 10, 2023 through May 24, 2023 totaling \$454,704.16.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-46, authorizing payment of City expenditures.

7.c. **CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-47, APPROVING FIRST AMENDMENT TO AGREEMENT WITH DUDEK FOR CONSULTING SERVICES TO UPDATE THE HOUSING ELEMENT OF THE CITY'S GENERAL PLAN**

In December 2020, Dudek, the consultant, was acquired to provide updates to the City's Housing, Safety and Environmental Justice elements. In June of 2022, Dudek and the City provided the updates to the Department of Housing and Community Development (HCD), and were provided a list of additional revisions required to be addressed prior to final approval of the City's Housing Element.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-47, approving first amendment to agreement with Dudek for a change order in the amount of \$16,210.00 to address additional changes needed to update the city's Housing Element; and
2. Authorize the City Manager to negotiate and execute agreement.

7.d next page

CONSENT CALENDAR (CONTINUED)

- 7.d. **CONSIDERATION AND APPROVAL OF ORDINANCE NO. 1266, AMENDING THE SOUTH EL MONTE MUNICIPAL CODE TO AMEND THE COMMUNITY SERVICE COMMISSION, THE PLANNING COMMISSION, AND THE PATRIOTIC COMMISSION CHAIRPERSONS PROCEDURE TO A ONE-YEAR ELECTED POSITION, AND PERMITTING THE CITY COUNCIL TO AMEND CHAPTERS GOVERNING THE COMMUNITY SERVICE COMMISSION, THE COMMISSION FOR THE ADVANCEMENT OF WOMEN AND GIRLS, THE TRAFFIC COMMISSION, THE PLANNING COMMISSION, AND THE PATRIOTIC COMMISSION, BY RESOLUTION**

Staff is requesting that the City Council consider for adoption Ordinance No. 1266 amending the South El Monte Municipal Code (SEMMC) to amend the Community Service Commission, the Planning Commission, and the Patriotic Commission organization procedure. The Ordinance reverts the chair of the respective Commissions to a selected position via motion of the Commission, rather than a 2-month rotation. The Ordinance also extends the position of chair to one-year seat. The Ordinance would further allow the SEMMC Chapters governing all City Commissions governed by Title 2 of the SEMMC, including the Community Service Commission, the Commission for the Advancement of Women and Girls, the Planning Commission, the Traffic Commission, and the Patriotic Commission, to be amended by City Council resolution.

RECOMMENDED ACTION: Staff recommends that City Council:

1. Waive further reading and introduce Ordinance No. 1266, amending the SEMMC reverting the Community Service Commission, the Planning Commission, and the Patriotic Commission chairperson selection process to be a one-year position rather than a two-month rotation, and allowing the City Council to amend the Chapters for City Commissions governed under Title 2 of the SEMMC by resolution; and
2. Adopt said ordinance at the next regular city council meeting.

7.e and 7.f next page

CONSENT CALENDAR (CONTINUED)

7.e. CONSIDERATION OF APPROVAL OF ORDINANCE NO. 1267, AMENDING AND ADDING TO THE MUNICIPAL CODE SECTIONS RELATED TO THE PENALTIES AND THE UNAUTHORIZED USE OF THE CITY SEAL AND GRANTING THE CITY COUNCIL AUTHORITY TO AMEND BY RESOLUTION

Staff is requesting that the City Council adopt Ordinance No. 1267, amending the Municipal Code to clarify the range of penalties for the unauthorized use of the City Seal. The Ordinance also allows for the City Council to amend the regulations on the use of the City Seal by resolution. Further, the Ordinance amends the Municipal Code to clarify the penalties applicable to violation of the South El Monte Municipal Code (SEMMC).

RECOMMENDED ACTION: Staff recommends City Council:

1. Waive further reading and introduce Ordinance No. 1267, amending the SEMMC Chapter 1.08 to clarify the range of penalties that apply to the unauthorized use of the City Seal and that allows the City Council to amend the chapter on use of the City Seal by resolution as well as to amend Section 1.16.010A to clarify the application of the penalty to SEMMC violations; and
2. Adopt said ordinance at the next regular city council meeting.

7.f. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-49, AUTHORIZING SUBMITTAL OF APPLICATION TO THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) FOR USED OIL PAYMENT PROGRAM THROUGH CALRECYCLES'S USED OIL RECYCLING PROGRAM

Staff seeks adoption of Resolution No. 23-49 to be eligible to submit an application for CalRecycle's Used Oil Recycling Program.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-49, authorizing submittal of application for CalRecycle payment programs and related authorizations; and
2. Authorize the City Manager or designee to execute all documents as the signature authority.

7.g and 7.h next page.

CONSENT CALENDAR (CONTINUED)

7.g. **CONSIDERATION AND APPROVAL TO REJECT ALL BIDS AND RE-ADVERTISE REQUEST FOR PROPOSAL (RFP) FOR LIGHTING AND MECHANICAL ENERGY EFFICIENCY UPGRADE SERVICES FOR SOUTH EL MONTE AUTONOMOUS BUILDING CONTROLS RETROFIT PROJECT**

The City received one proposal during the RFP process. Staff recommends the City re-advertise the RFP in order to receive at least two (2) proposals for service and price comparisons.

RECOMMENDED ACTION: Staff recommends City Council reject the one proposal received and authorize re-advertising the RFP to provide implementation of Lighting and Mechanical Energy Efficiency upgrades (DOE Project).

7.h. **CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-50, APPROVING REVISED AMENDMENT TO MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) AND THE CITY OF SOUTH EL MONTE FOR PARTICIPATION IN THE SAN GABRIEL VALLEY REGIONAL VEHICLE MILES TRAVELED (VMT) ANALYSIS MODEL**

The City Council has previously approved a similar amendment to the MOA, the SVGCOG is seeking a slightly revised contract amendment. The proposed amendment makes similar changes to the City's participation in the regional Vehicle Miles Traveled analysis model. Staff is recommending approval of the revised amendment.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt resolution 23-50, approving Amendment No. 2 to the MOA; and
2. Authorize the City Manager to execute the amendment.

8. **PUBLIC HEARINGS - None**

9. **GENERAL BUSINESS**

9.a. **REVIEW OF 4TH OF JULY FIREWORKS STAND PERMIT APPLICATIONS**

Pursuant to Section 8.080.050 of the South El Monte Municipal Code, the City Council has the authority to grant up to eight fireworks stand permits per year to qualified organizations. Pursuant to 8.08.040, the City Administrator is required to investigate and report to the Council recommending for or against issuance of the requested permits.

RECOMMENDED ACTION: Staff Recommends City Council approve the permits to allow for five firework stands and for which applications have been received in conjunction with the Fourth of July, 2023. The Planning Division has reviewed the applications and find that they are in compliance with Chapter 8.08 of the South El Monte Municipal Code.

GENERAL BUSINESS (CONTINUED)

9.b. FISCAL YEAR (FY) 2023-2024 ANNUAL BUDGET STUDY SESSION #1

This year the City scheduled one budget study session for the adoption of the upcoming FY2023-24 annual budget.

RECOMMENDED ACTION: Staff recommends City Council review the preliminary FY2023-24 annual budget, provide feedback, and give directions to finalize the budget for adoption.

9.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-51, APPROVING A THREE YEAR MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) AND 18 PARTICIPATING PUBLIC AGENCIES ON A COST SHARING BASIS FOR IMPLEMENTATION OF 1.) THE ENHANCED WATERSHED MANAGEMENT PLAN ASSOCIATED TASKS; AND 2.) COORDINATED INTEGRATED MONITORING PROGRAM FOR THE UPPER LOS ANGELES RIVER WATERSHED MANAGEMENT AREA

Staff is requesting that the City Council approve MOA with San Gabriel Valley Council of Governments and 18 participating public agencies on a cost share basis for implementation of 1.) the enhanced watershed management plan associated tasks; and 2.) coordinated integrated monitoring program for upper Los Angeles river watershed management area.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-50, approving a Memorandum of Agreement (MOA) with San Gabriel Valley Council of Governments; and
2. Authorizing the City Manager to negotiate and execute the MOA.

9.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-52, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE VALLE LINDO SCHOOL DISTRICT TO PROVIDE SUMMER LEARNING RECOVERY SERVICES

The proposed Memorandum of Understanding with Valle Lindo School District (VLSD) and City of South El Monte (City) will provide youth summer learning recovery services, under the Summer Partnership Program (SPP). Under this agreement, the City of South El Monte will receive up to \$139,600 from VLSD for providing summer learning afternoon enrichment services.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-52, approving a Memorandum of Understanding (MOU) with the Valle Lindo School District to provide summer learning afternoon enrichment services; and
2. Authorize City Manager or designee to execute MOU .

9.e. next page.

GENERAL BUSINESS (CONTINUED)

9.e. **CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-53, APPROVING AGREEMENT WITH MOSS, LEVY & HARTZHEIM LLP FOR AUDITING SERVICES**

Staff is seeking approval to enter into a three-year agreement with Moss, Levy & Hartzheim (MLH) to obtain auditing services.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-53, approving agreement with MLH for auditing services; and
2. Authorize City Manager or designee to negotiate and execute agreement.

10. **COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS**

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

11. **CORRESPONDENCE**

11.a. **CONSIDER REQUEST FROM EPIPHANY CHURCH TO WAIVE FEES RELATED TO STAFF TIME TO HOLD A PROCESSION ALONG CITY STREETS ON SUNDAY, JUNE 11, 2023**

The City received a letter from Dr. Humberto Ramos requesting fee waivers to hold a procession on city street.

RECOMMENDED ACTION: Staff recommends City Council to consider the request made by Epiphany church to waive city fees

12. **COUNCILMEMBERS' AGENDA**

12.a. **MAYOR PRO TEM RICHARD ANGEL**

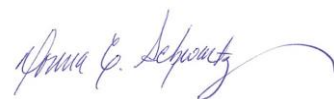
1. Consideration of implementing speed dots on Lidcome and Central Avenue in front of New Temple Park.

13. **CLOSED SESSION - None**

14. **ADJOURNMENT**

Tuesday, June 13, 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 18th day of May 2023.



City Clerk, CMC



City Council Agenda Report

Agenda Item No. 4.a.

DATE: May 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: Proclamation Proclaiming May 21-27, 2023, as National Public Works Week

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Proclamation



PROCLAMATION
NATIONAL PUBLIC WORKS WEEK
MAY 21 - 27, 2023

“STRONGER TOGETHER”

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of South El Monte; and

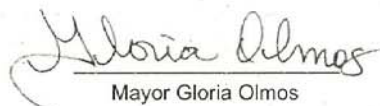
WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in South El Monte to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and

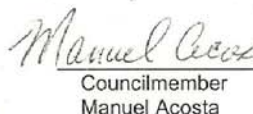
WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

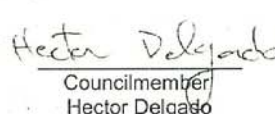
NOW, THEREFORE, I, Gloria Olmos, Mayor of South El Monte and on behalf of the City Council, by virtue of the authority vested in me by the Constitution and laws of South El Monte and State of California do hereby proclaim May 21 – 27, 2023 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

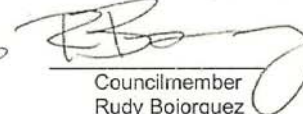
IN WITNESS WHEREOF, I have hereby set my hand and caused the Seal of the City of South El Monte to be affixed this 24th day of May 2023.


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.b.

DATE: May 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: Proclamation Proclaiming the Month of May as Asian Americans and Pacific Islanders Heritage Month 2023

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Proclamation



PROCLAMATION

ASIAN AMERICANS AND PACIFIC ISLANDERS HERITAGE MONTH MAY 2023

WHEREAS, the City of South El Monte is proud of its diversity and draws its strength from the rich cultures and traditions of its citizenry; and

WHEREAS, the diverse Asian Pacific American population in the City of South El Monte numbers more than 3,200 (15%) - representative of more than 10 API nations; and

WHEREAS, Asian-Pacific encompasses all of the Asian continent and the Pacific Islands of Melanesia (New Guinea, New Caledonia, Vanuatu, Fiji and the Solomon Islands), Micronesia (Marianas, Guam, Wake Island, Palau, Marshall Islands, Kiribati, Nauru and the Federated States of Micronesia) and Polynesia (New Zealand, Hawaiian Islands, Rotuma, Midway Islands, Samoa, American Samoa, Tonga, Tuvalu, Cook Islands, French Polynesia and Easter Islands).

WHEREAS, the Asian Pacific American community has helped shape our city's history, economy, and culture; and

WHEREAS, Asian Pacific Americans have strengthened our community, sharing their values and traditions of excellence in education, entrepreneurship, and community service; and

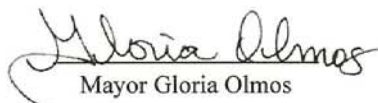
WHEREAS, our city is very fortunate to be so rich in diversity and appreciates the contributions of so many Asian Pacific cultures; and

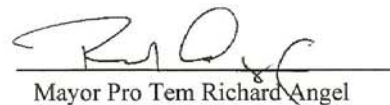
WHEREAS, to honor the achievements and contributions of the Asian Pacific Americans, the Congress, by Public Law 102-450, as amended, has designated the month of May each year as "Asian Pacific American Heritage Month"; and

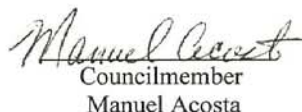
WHEREAS, the City of South El Monte is proud to commemorate Asian Pacific American Heritage Month and to recognize the contributions of the Asian Pacific Americans to diversity, leadership and empowerment throughout our nation's history; and

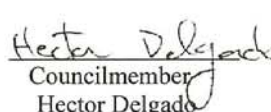
NOW, THEREFORE, I, Gloria Olmos, Mayor of South El Monte and on behalf of the City Council, do hereby proclaim May 2023, as Asian Pacific American Heritage Month in the City of South El Monte. I call upon all South El Monte residents to recognize and celebrate our rapidly growing Asian Pacific Islander communities and to learn more about the history, cultures, and contributions of our Asian Pacific American neighbors.

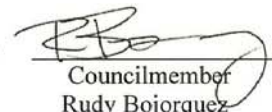
IN WITNESS WHEREOF, I have hereby set my hand and caused the Seal of South El Monte to be affixed on this 24th day of May 2023.


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: May 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: Presentation by Ms. Sil Ruiz, Librarian, South El Monte Library,
on Library Resources and Programs

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.d.

DATE: May 24, 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 April

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Presentation

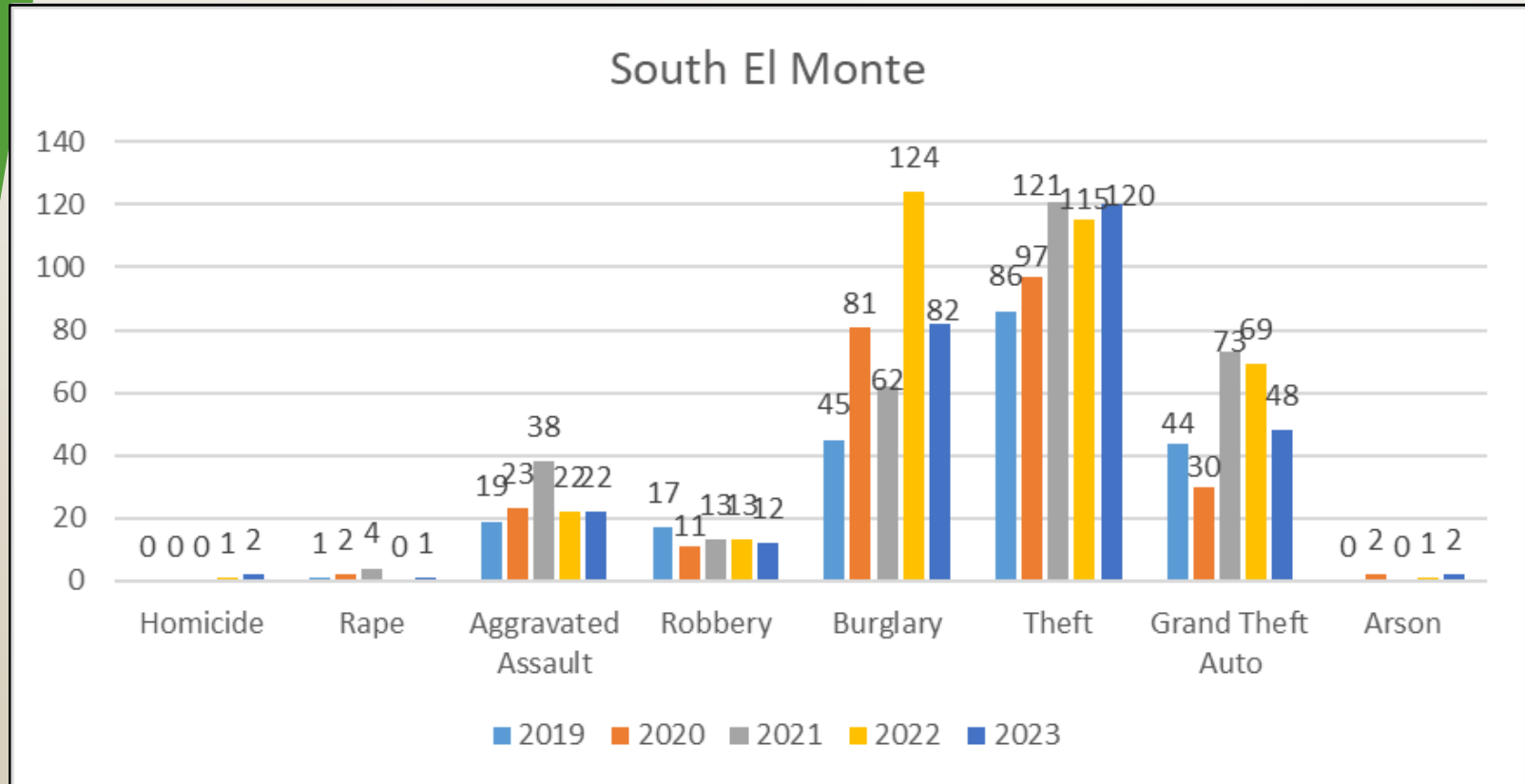
South El Monte April 2023

Crime Statistics



South El Monte

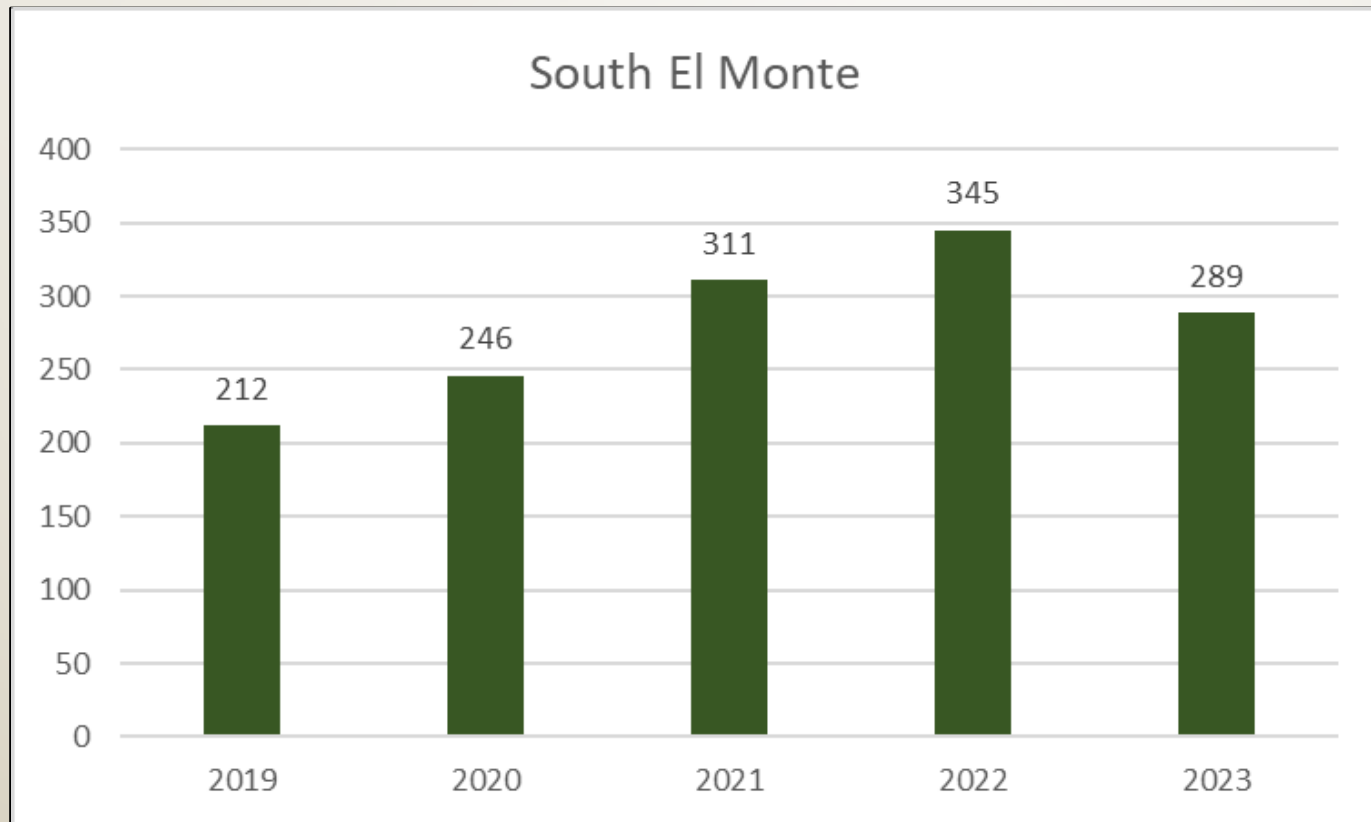
Part I Crime Statistics – April 2019-2023



South El Monte	1 yr % change	4 yr % change
Homicide	100%	NC
Rape	NC	0%
Aggravated Assault	0%	16%
Robbery	-8%	-29%
Burglary	-34%	82%
Theft	4%	40%
Grand Theft Auto	-30%	9%
Arson	100%	NC
Total	-16%	36%

South El Monte

Part I Crime Statistics – April 2019-2023

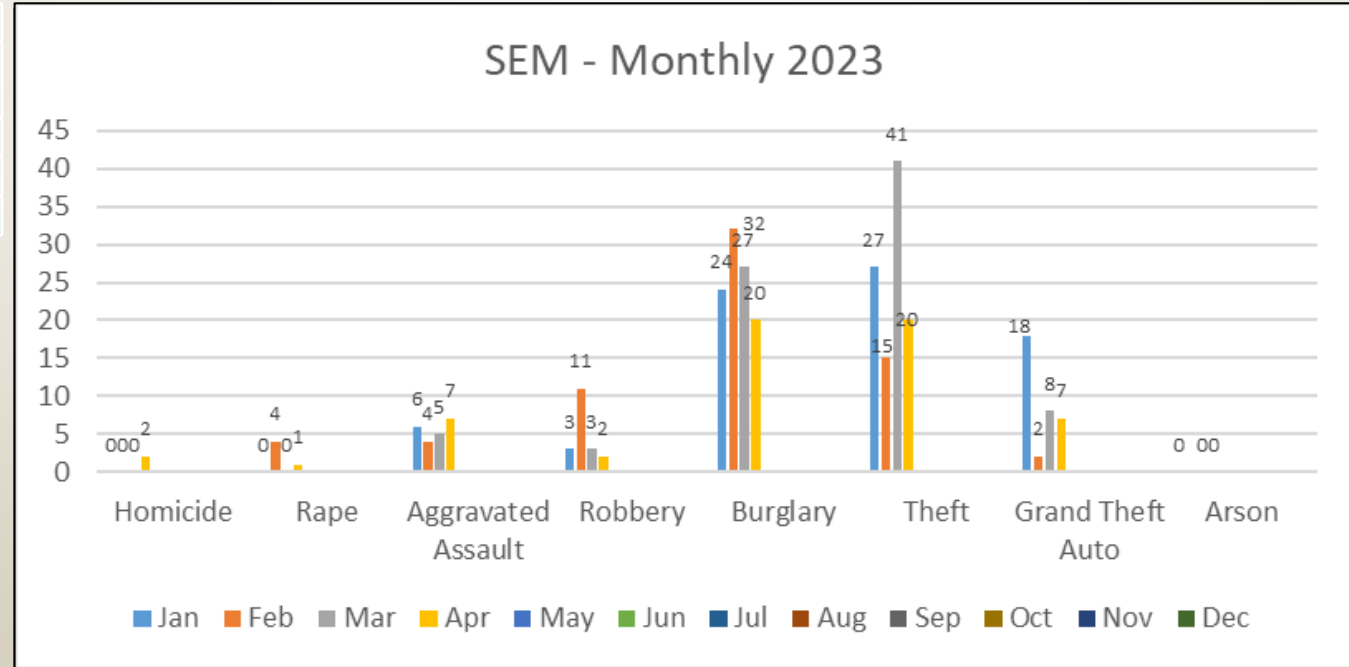


South El Monte

Part I Crime Statistics – Monthly Breakdown 2023 & Arrests

South El Monte	January	February	March	April	May	June	July	August	September	October	November	December	Total
Homicide	0	0	0	2									2
Rape	0	0	0	1									1
Aggravated Assault	6	4	5	7									22
Robbery	3	4	3	2									12
Burglary	24	11	27	20									82
Theft	27	32	41	20									120
Grand Theft Auto	18	15	8	7									48
Arson	0	2	0	0									2
Total	78	68	84	59	0	0	0	0	0	0	0	0	289

South El Monte	
Res Burg	8
Other Burg	74
Petty Theft	25
Grand Theft	58
Theft from Vehicle	37





City Council Agenda Report

Agenda Item No. 4.e.

DATE: May 24, 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 April

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Code Enforcement&Public Safety Report - April 2023

City of South El Monte

Public Safety Report



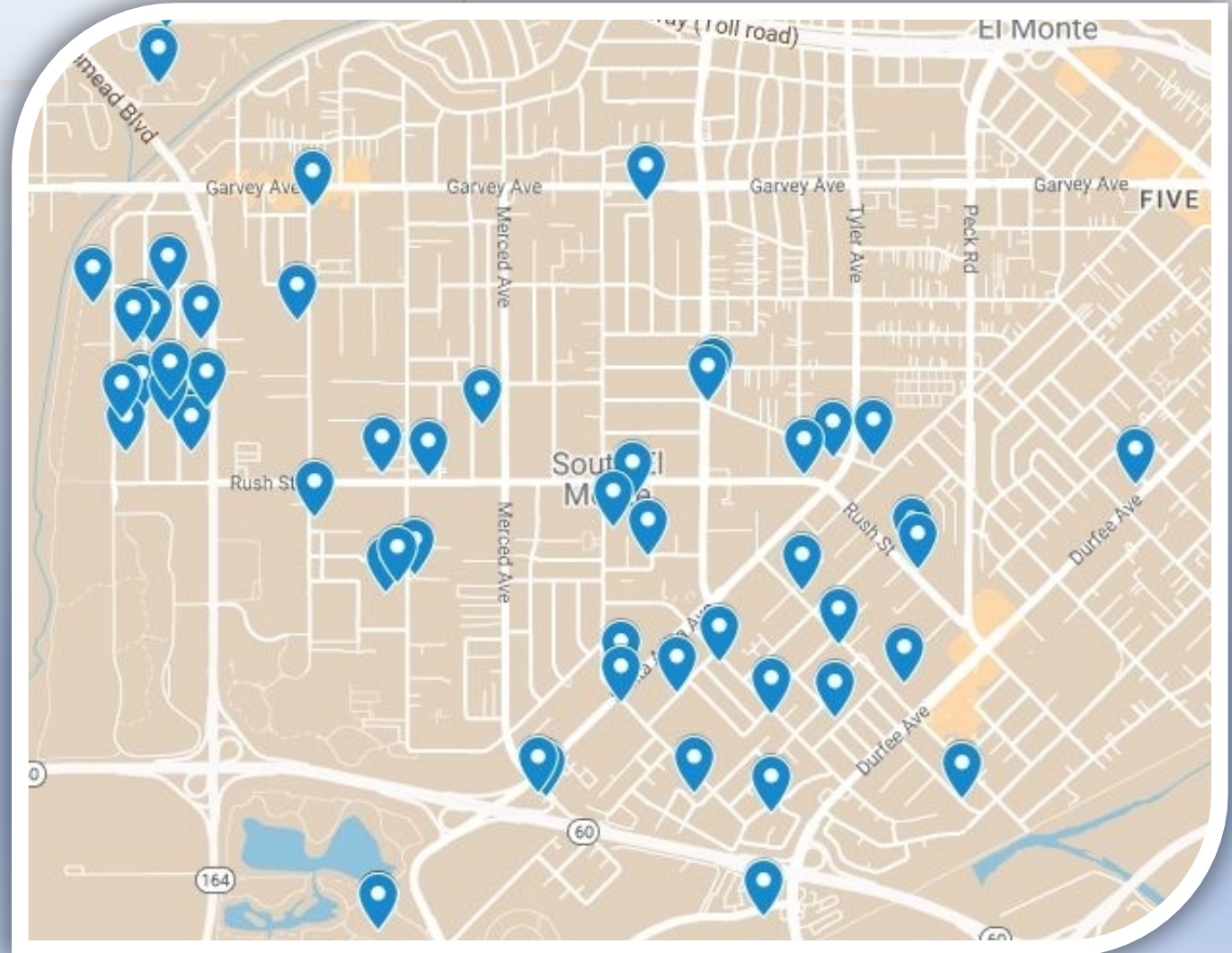
April 2023 Recap

Joe Martinez
Code Enforcement Supervisor

Code Cases by Location

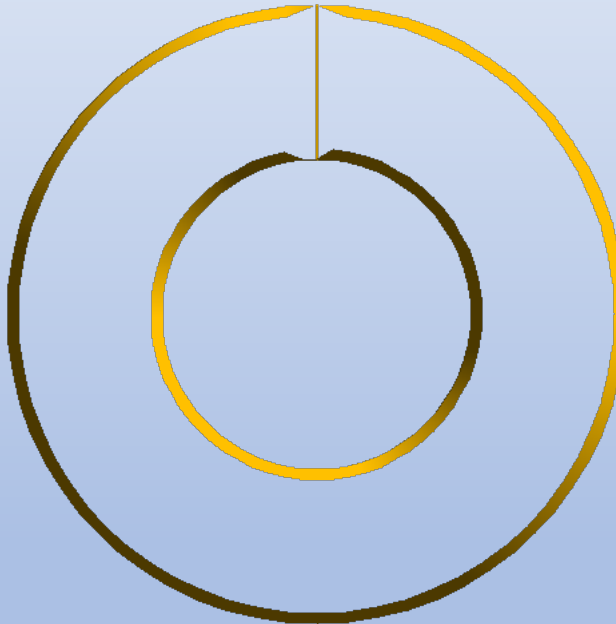
April - 57

Property Maintenance.....	39
Health and Safety / Public Nuisance..	2
Streets/PublicPlaces.....	4
Vehicle/Traffic.....	3
Business.....	5
Zoning.....	0
Building Code	4



Parking Citations – Street Sweeping

APRIL – 244

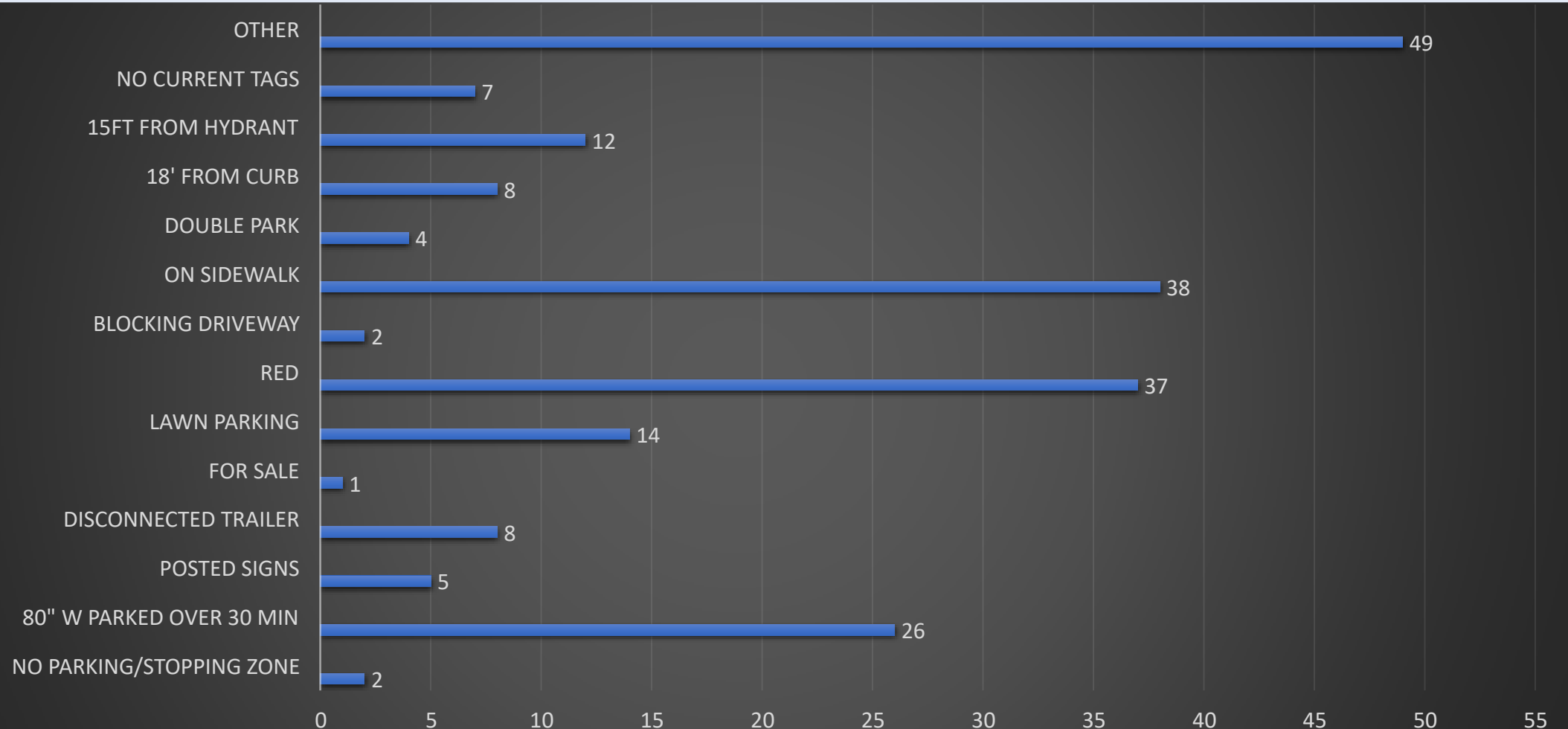


**DAY- RESIDENTIAL
(244)**

- Note: There is currently NO Staff issuing Night – Commercial Street Sweeping Citations.
- Position: VACANT

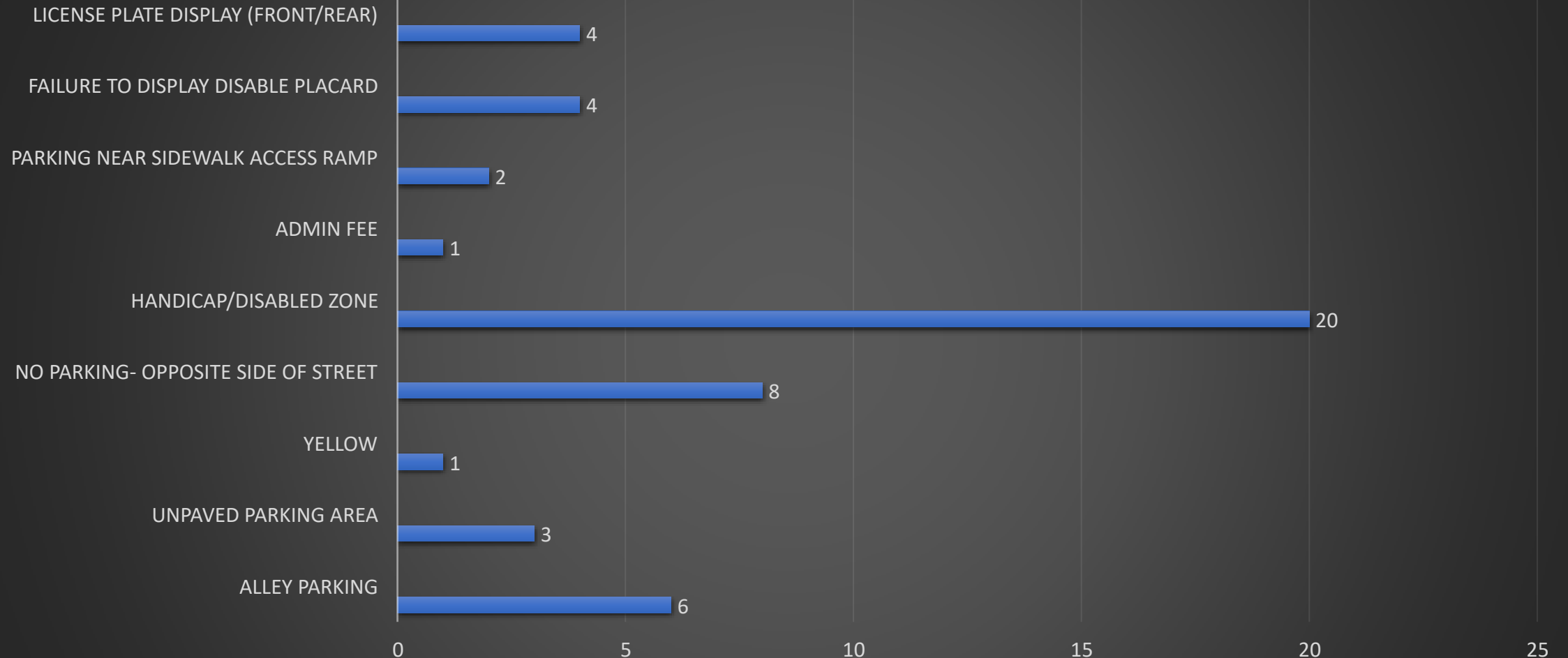
Parking Citations

April - 213



Parking Citations

April – “Other” (49 Count) defined:





City Council Agenda Report

Agenda Item No. 4.f.

DATE: May 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: Amanda Mejia, Athens Services, Introducing the New Director of Government Affairs, Jessica Alvarenga

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 7.a.

DATE: May 24, 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 MAY 9, 2023

SUMMARY: Staff is requesting approval of Minutes for the May 9, 2023 Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the May 9, 2023 Regular City Council Meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Minutes

**CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 9, 2023 - 6:00 PM**

Mayor Olmos called the meeting to order at 6:00 PM

1. ROLL CALL

PRESENT: Councilmember(s): Acosta, Bojorquez, Delgado (arrived at 6:02 p.m.), 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; Donna G. Schwartz, City Clerk; and Paola Lara, Deputy City Clerk.

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

2. PLEDGE OF ALLEGIANCE – Mayor Pro Tem Angel led the Pledge of Allegiance.

3. INVOCATION – Mayor Gloria Olmos offered the Invocation.

4. PRESENTATIONS

4.a. Mayor Olmos and City Council presented a Certificate of Recognition and Lapel Pin to Ebith and Gerardo Auriolos, on behalf of Active Military Banner Program Participant James Diego Velazquez, Private First Class / E-3, Actively Serving in the United States Army.

4.b. Mayor Olmos and City Council presented Certificates of Recognition to the South El Monte High School Future Business Leaders of America (FBLA) Club for their Assistance at South El Monte's 2023 State of the City and their accomplishments in the FBLA Inland Section Leadership Conference 2023. Mayor Olmos and City Council also presented a donation to the Club which was given by the El Monte/South El Monte Chamber of Commerce.

4.c. City Council received a PowerPoint presentation by Michael Cacciotti, Governing Board Vice Chair (also City of South Pasadena Councilmember), South Coast Air Quality Management District, on Air Quality Updates.

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

City Attorney Anthony R. Taylor announced there was changes to the agenda to move Item 12.b.1 up for discussion after Approval of the Agenda, pull Item 9.a. from the agenda, and add an urgency walk-on Closed Session item for Potential Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2) involving facts and circumstances unknown to the potential plaintiff under division (E)(1).

A motion was made by Councilmember Delgado, seconded by Councilmember Bojorquez to approve the agenda as amended, to move up Item 12.b.1. for discussion and action, pull item 9.a. from the agenda, and add an urgency walk-on Closed Session Item. 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

ITEM MOVED UP FOR DISCUSSION AND ACTION

12.b. MAYOR GLORIA OLMOS

1. Consideration of Waiving the Fees for the use of the Community Center by South El Monte High School Basketball Team for Their Annual Awards Banquet.

A motion was made by Councilmember Delgado, seconded by Mayor Pro Tem Angel to waive the fees for the use of the Community Center by South El Monte High School Basketball Team for their Annual Awards Banquet. 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. George Meza, Acting Captain at Sheriff's Temple Station, introduced himself to City Council and stated he looks forward to working with the City, residents, and businesses to improve public safety.
2. Ron Saldana, South El Monte High School Basketball Coach, thanked City Council for their consideration of waiving the fees for their annual awards banquet.

3. Eduardo Saucedo, South El Monte resident, voiced concern with the Senior Center no longer serving coffee to the seniors and requested a trash service discount be offered to seniors.

Mayor Olmos addressed Mr. Saucedo's concerns, stating the State does not allow coffee to be served to seniors after a certain time, and seniors over 70 years old do receive a discount for organic waste trash service.

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

7. CONSENT CALENDAR

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

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

- 7.a. Approved the Minutes of the Regular City Council Meeting of April 25, 2023.
- 7.b. Adopted Resolution No. 23-35, authorizing payment of City expenditures for the period of April 26, 2023, through May 9, 2023, totaling \$1,072,038.24.
- 7.c. Adopted Resolution No. 23-36 to 23-41, adding the positions of Community Development Analyst, Recreation Manager, Senior Accounting Specialist, and Transportation and Senior Services Manager; changing job title of Personnel Analyst to Human Resources Analyst and updating the class specification; adopting revised Accountant class specification; and authorized the City Manager to increase the number of Permit Technicians from 1 to 2.

8. PUBLIC HEARINGS – None.

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-42, APPROVING AGREEMENT WITH VAN LANT & FANKHANEL LLP FOR AUDITING SERVICES

Item 9.a. was pulled from the agenda under Approval of the Agenda.

Item 9.b. next page.

GENERAL BUSINESS (Continued)

9.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-43, AWARDING A PROFESSIONAL SERVICES AGREEMENT (PSA) TO WEST & ASSOCIATES ENGINEERING, INC. FOR DESIGN SERVICES FOR SOUTH EL MONTE SAFE ROUTES TO SCHOOL PEDESTRIAN SAFETY PROJECT, ATP CYCLE 5

Mayor Olmos announced the item.

A motion was made by Councilmember Delgado, seconded by Mayor Pro Tem Angel to adopt Resolution No. 23-43, awarding a PSA to West & Associates Engineering, Inc. for Design Services for South El Monte Safe Routes to School Pedestrian Safety Project (ATP CYCLE 5) in the amount of \$127,500; and authorize City Manager or designee to negotiate and execute the agreement. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None

9.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-44, APPROVING SUBMITTAL OF APPLICATION FOR A SPECIFIED GRANT FROM THE 2022-2023 BUDGET STATE LEGISLATURE, AB178 CH.45 SECTION 233.19.56 (B) (1) (K) GRANT FUNDS FOR THE RENOVATION OF NEW TEMPLE PARK FACILITIES

Mayor Olmos announced the item.

A motion was made by Councilmember Acosta, seconded by Mayor Pro Tem Angel to approve adopt Resolution No. 23-44, approving submittal of the specified grant funds under the State legislature budget AB 178 Ch.45 Section 233.19.56 (b)(1)(k) program for New Temple Park facilities renovation project. 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

Item 9.d. next page.

GENERAL BUSINESS (Continued)

9.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-45, ADOPTING THE CITY OF SOUTH EL MONTE 2022-2023 ENGINEERING AND TRAFFIC SURVEY (SPEED SURVEY)

Mayor Olmos announced the item.

A motion was made by Councilmember Bojorquez, seconded by Councilmember Delgado to approve adopt Resolution No. 23-45, approving the Certification of the City of South El Monte 2022-2023 Engineering and Traffic Survey for (23) street segments Citywide for the establishment of speed limits. 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 he attended the City's Staff Development and Team Building event, Senior Center's Cinco de Mayo Luncheon, City's Annual Cinco de Mayo Festival and Boxing Show, City's Community Bike Ride, and El Monte/South El Monte National Little League Comedy Night Fundraiser.

Councilmember Bojorquez announced he attended the City's Staff Development and Team Building event, City's National Day of Prayer Breakfast, Senior Center's Cinco de Mayo Luncheon, and City's Annual Cinco de Mayo Festival and Boxing Show.

Councilmember Delgado announced he attended Congresswoman Grace Napolitano's Conference on Mental Health.

Mayor Pro Tem Angel announced he attended the City's Staff Development and Team Building event, Senior Center's Cinco de Mayo Luncheon, City's Annual Cinco de Mayo Festival and Boxing Show, City's Community Bike Ride, and City's National Day of Prayer Breakfast.

Mayor Olmos announced she attended the City's Staff Development and Team Building event, Senior Center's Cinco de Mayo Luncheon, stopped by the City's Community Bike Ride, City's National Day of Prayer Breakfast, Commission Meetings, Banner Installation for James Diego Velazquez, Private First Class / E-3, Actively Serving in the United States Army, thanked the Chamber of Commerce for the donation to South El Monte High School Future Business Leaders of America Club, and announced SEAACA still has adoption opportunities.

11. CORRESPONDENCE – None.

12. COUNCILMEMBERS' AGENDA

12.a. COUNCILMEMBER HECTOR DELGADO

1. Discussion on Funding the /Dedicated Los Angeles Sheriffs' Department (LASD) Sergeant Position.

Councilmember Delgado spoke in favor of bringing a dedicated Sheriff's Department Sergeant back to the South El Monte team.

City Manager Rene Salas indicated staff has been working on the budget and have received the figures for the cost of a Sergeant and vehicle, and staff will bring an item for budget discussion at the next City Council meeting.

2. Discussion on Property Maintenance for Businesses and Residential Homes.

Councilmember Delgado spoke in favor of ensuring the City Manager and Code Enforcement have all the necessary tools available to manage property maintenance for businesses, especially to manage encampments on properties. City Attorney Anthony R. Taylor provided information on the different approaches the City can take to manage homeless individuals and encampments and what tools are available to the City and Sheriff's department.

Councilmember Delgado directed staff to work with the Chamber of Commerce to educate businesses so they know they are able remove people from their property and directed the City Manager to work with the Chamber of Commerce to develop signage such as "No Loitering," "No Panhandling," or "Violators Will be Prosecuted" and bring back a report in 30 days.

12.b. MAYOR GLORIA OLMOS

1. Consideration of Waiving the Fees for the use of the Community Center by South El Monte High School Basketball Team for Their Annual Awards Banquet.

Item 12.b.1. was discussed after Approval of the Agenda.

2. Consideration of Reinstating the Already Budgeted High School Internship Program That was Put on Hold Due to The Pandemic.

Mayor Olmos directed the City Manager to reach out to South El Monte High School to recruit students who want to volunteer with the City for an Internship Program.

13. CLOSED SESSION

URGENCY WALK ON-ITEM ADDED DURING APPROVAL OF AGENDA

At 7:27 p.m. City Attorney Anthony R. Taylor recessed Council into closed session.

13.a. POTENTIAL EXPOSURE TO LITIGATION

Pursuant to Government Code Section 54956.9(d)(2)- (one case)

At 7:51 p.m. Mayor Olmos reconvened the meeting with all Councilmembers present.

City Attorney Anthony R. Taylor announced City Council discussed walk-on Item 13.a. No action taken, nothing to report.

14. ADJOURNMENT

At 7:51 p.m. Mayor Olmos adjourned the meeting to an Adjourned Regular City Council Meeting on Wednesday, May 24, 2023, at 6:00 p.m.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

Agenda Item No. 7.b.

DATE: May 24, 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. 23-46, APPROVING WARRANTS FOR THE PERIOD OF MAY 10, 2023 THROUGH MAY 24, 2023

SUMMARY: Authorizing payment of City expenditures for the period of May 10, 2023 through May 24, 2023 totaling \$454,704.16.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-46, authorizing payment of City expenditures.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 23-46
- B. Warrants

ATTACHMENT A

RESOLUTION NO. 23-46

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE
PERIOD OF MAY 10, 2023, THROUGH MAY 24, 2023,
TOTALING \$454,704.16.

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	5/10/23-5/24/23	DFT0000640-92	\$158,070.00
FY 22/23	Regular Warrants	5/10/23-5/24/23	12250-12317	\$162,621.12
Payroll	Manual Check	PPE 4/29/23	1377	\$202.15
Payroll	Check	PPE 5/13/23	1378-1390	\$10,848.02
Payroll	Direct Deposit	PPE 5/13/23	3878-3964	\$122,962.87

TOTAL EXPENDITURES RESOLUTION NO. 23-46 \$454,704.16

PASSED, APPROVED, AND ADOPTED this 24th day of May 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. 23-46, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 24th day of May 2023, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B



South El Monte, CA

Warrant Register

Council Meeting 05/24/23

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0151.1544.5210	GARDEN STATE FIREWORKS, INC	12250	05/04/2023	4TH OF JULY FIREWORK CELEBRATION/ DEPOSIT	14,000.00
01.0000.0000.2225	STANDARD INSURANCE	12251	05/04/2023	MAY'23 LIFE & AD&D	933.42
01.0000.0000.2224	STANDARD INSURANCE	12252	05/04/2023	MAY'23 LIFE AD&D & SUPPLEMENTAL LIFE	834.65
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	12253	05/09/2023	PPE 04/29/23	4,930.00
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	12254	05/09/2023	A.R GARNISHMENT 04/29/23	8.15
01.0000.0000.4235	ANGELIQUE RAMOS	12255	05/11/2023	RFND ISSUE WRONG PERMIT/ 11020 FAWCETT	250.00
01.0130.1310.5406	ERNESTO VASQUEZ	12256	05/11/2023	CELL PHONE RECYCLING SHIPPING CHARGES	21.99
01.0150.1530.5952	HORTENCIA VASQUEZ	12257	05/11/2023	5/5 DJ SVCS/ CINCO DE MAYO LUNCHEON	300.00
01.0170.1020.5505	BORREGO ENERGY, LLC	12258	05/17/2023	MAINTENANCE SVCS/ CCTR	605.00
01.0170.1020.5505	BORREGO ENERGY, LLC	12258	05/17/2023	1/1-12/31/23 CHALL CONTRACT SVCS	3,536.96
01.0170.1020.5505	BORREGO ENERGY, LLC	12258	05/17/2023	1/1-12/31/23 MCTR CONTRACT SVCS	565.78
01.0170.1020.5505	BORREGO ENERGY, LLC	12258	05/17/2023	1/1-12/31/23 CCTR CONTRACT SVCS	7,496.64
01.0170.1020.5505	BORREGO ENERGY, LLC	12258	05/17/2023	1/1-12/31/23 TRANS YARD CONTRACT SVCS	2,545.22
01.0150.1540.5954	ABSOLUTE SECURITY INTERNATIONAL	12259	05/17/2023	5/6 SECURITY FOR RESERVATION	494.00
01.0100.1050.5934	ADEN SEGURA	12260	05/17/2023	05/03 LIVESCAN REIMBURSEMENT	25.00
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	12261	05/17/2023	MAY'23 MANAGED SVCS	14,375.00
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	12261	05/17/2023	MAY'23 CLOUD SVCS	750.00
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	12261	05/17/2023	MAY'23 OFFICE 365	5,176.63
01.0100.1050.5406	ALL IN ONE POSTER COMPANY, INC	12262	05/17/2023	CA FEDERAL LAW POSTERS	158.06
01.0151.1543.5952	ALLIANT INSURANCE SERVICES	12263	05/17/2023	SPECIAL EVENT INSURANCE/ STAFF DEVELOPMENT	231.00
01.0151.1543.5952	ALLIANT INSURANCE SERVICES	12263	05/17/2023	SPECIAL EVENT INSURANCE/ NATIONAL DAY OF PRAYER	231.00
01.0151.1543.5952	ALLIANT INSURANCE SERVICES	12263	05/17/2023	SPECIAL EVENT INSURANCE/ CINCO DE MAYO FESTIVAL	329.00
01.0150.1530.5937	AMAZON CAPITAL SERVICES, INC	12264	05/17/2023	PROJECTOR NIGHT LIGHT RETURN CREDIT	(11.65)
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	12264	05/17/2023	DEPARTMENT SUPPLIES	17.63
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	12264	05/17/2023	SPECIAL EVENT SUPPLIES	100.78
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	12264	05/17/2023	AQUATICS PROGRAM SUPPLIES	47.93
01.0151.1541.5430	AMAZON CAPITAL SERVICES, INC	12264	05/17/2023	SPORT SUPPLIES	33.03
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	12264	05/17/2023	ACRYLIC PAINTS/ PROGRAM SUPPLIES	150.14
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	12264	05/17/2023	OFFICE SUPPLIES/ FINANCE	71.35
01.0130.1330.5406	AMAZON CAPITAL SERVICES, INC	12264	05/17/2023	IT SUPP/ DESK SET-UP	81.36
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	12264	05/17/2023	DEPT SUPPLIES RETURN CREDIT	(31.40)
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	12264	05/17/2023	AFTER SCHOOL PRGM SUPPLIES	149.54
01.0160.1620.5520	AMAZON CAPITAL SERVICES, INC	12264	05/17/2023	ELECTRIC BUG ZIPPER/ BLD'G & KITCHEN	77.16
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	12264	05/17/2023	FLAT GLASS MARBLES RETURN CREDIT	(18.72)
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	12264	05/17/2023	OFFICE SUPPLIES/ FINANCE	48.03
01.0151.1543.5952	ANDY PEREZ	12265	05/17/2023	DRAPING & RENTAL SUPP/ NATIONAL DAY OF PRAYER	2,650.00
01.0000.0000.4554	ANGELINA GONZALEZ	12266	05/17/2023	MVD DAMAGE DEPOSIT REFUND 04/22/23	50.00
01.0151.1543.5952	ARIANA GUTIERREZ	12267	05/17/2023	BALLOON GARLAND/ NATIONAL DAY OF PRAYER	175.00
01.0150.1540.5951	BASE HILL, INC.	12268	05/17/2023	FEB'23 SPECIAL CLEAN UP/ SCTR	350.00
01.0150.1540.5951	BASE HILL, INC.	12268	05/17/2023	MARCH'23 SPECIAL CLEAN UP/ SCTR	350.00
01.0150.1540.5951	BASE HILL, INC.	12268	05/17/2023	MARCH'23 SPECIAL CLEAN UP/ CCTR	250.00
01.0151.1542.5952	BROTHERS AWARDS & TROPHIES	12269	05/17/2023	TROPHIES/ CINCO DE MAYO BOXING SHOW	1,188.00

01.0130.1310.5910	CHRISTINA NAVARRO	12270	05/17/2023	4/19 MILEAGE REIMBURSEMENT- HR TRAINING	28.17
01.0100.1050.5936	CONCENTRA	12271	05/17/2023	APR'23 NEW HIRE PHYSICALS	470.00
01.0100.1050.5936	CONCENTRA	12271	05/17/2023	APR'23 NEW HIRE PHYSICALS	705.00
01.0100.1050.5936	CONCENTRA	12271	05/17/2023	APR-MAY'23 NEW HIRE PHYSICALS	476.00
01.0150.1510.5204	DAVID MAI	12272	05/17/2023	MAY'23 COM SVCS COMMISSION MTG	100.00
01.0100.1050.5934	DEPT. OF JUSTICE-ACCOUNTING OFFICE	12273	05/17/2023	APR'23 FINGERPRINTS	352.00
01.0150.1505.5204	DIVINA RAEANNE MONTEJANO	12274	05/17/2023	APR'23 WOMEN & GIRLS COMM MTG	100.00
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	12275	05/17/2023	FOOD SUPPLIES FOR CI PRGM	130.74
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	12275	05/17/2023	FOOD SUPPLIES FOR CII PRGM	14.52
01.0130.1310.5406	EL MONTE PRINTING	12276	05/17/2023	BUSINESS CARDS/ FINANCE DIRECTOR	49.61
01.0150.1505.5204	ELIZABETH RAMIREZ	12277	05/17/2023	APR'23 WOMEN & GIRLS COMM MTG	100.00
01.0000.0000.4554	EMMANUEL CRUZ	12278	05/17/2023	MVD DAMAGE DEPOSIT REFUND 04/23/23	50.00
01.0150.1510.5204	GERARDO DIAZ	12279	05/17/2023	MAY'23 COM SVCS COMMISSION MTG	100.00
01.0150.1505.5204	GRACIE H. RETAMOZA	12280	05/17/2023	APR'23 WOMEN & GIRLS COMM MTG	100.00
45.0660.6610.5977	GUNNER CONCRETE	12281	05/17/2023	CONCRETE & SIDEWALK REPLACEMENT ST/RD MNTC	1,292.80
01.0150.1510.5204	HELIODORO DUARTE, JR	12282	05/17/2023	MAY'23 COM SVCS COMMISSION MTG	100.00
01.0100.1050.5934	HELIODORO DUARTE, JR	12282	05/17/2023	04/25 LIVESCAN REIMBURSEMENT	25.00
01.0150.1510.5204	HORTENCIA VASQUEZ	12283	05/17/2023	MAY'23 COM SVCS COMMISSION MTG	100.00
06.0300.3010.5215	HUNTINGTON CULINARY	12284	05/17/2023	4/17-4/21 CI & CII NUTRITION PRGM	3,507.50
06.0300.3020.5215	HUNTINGTON CULINARY	12284	05/17/2023	4/17-4/21 CI & CII NUTRITION PRGM	471.90
01.0150.1510.5204	INGRID AGUILAR	12285	05/17/2023	MAY'23 COM SVCS COMMISSION MTG	100.00
01.0000.0000.4554	IRMA ALVAREZ	12286	05/17/2023	MVD DAMAGE DEPOSIT REFUND 05/07/23	50.00
01.0151.1545.5210	JACOB ARECHIGA	12287	05/17/2023	6/22/23 SUMMER CONCERT PERFORMANCE- DEPOSIT	1,250.00
01.0150.1505.5204	JACQUELINE RUBIO	12288	05/17/2023	APR'23 WOMEN & GIRLS COMM MTG	100.00
27.0575.5710.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	12289	05/17/2023	DEC'23 BEV CAN RECYCLING PRGM	427.50
27.0575.5710.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	12289	05/17/2023	JAN-FEB'23 BEV CAN RECYCLING PRGM	1,047.50
27.0575.5710.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	12289	05/17/2023	MAR'23 BEV CAN RECYCLE PRGM	460.00
70.0900.9020.6025	JOHN L. HUNTER AND ASSOCIATES, INC.	12289	05/17/2023	DEC'22 IW PROGRAM SVCS	4,487.50
70.0900.9020.6025	JOHN L. HUNTER AND ASSOCIATES, INC.	12289	05/17/2023	FEB'23 IW PROGRAM SVCS	4,346.25
70.0900.9020.6025	JOHN L. HUNTER AND ASSOCIATES, INC.	12289	05/17/2023	MAR'23 IW PROGRAM SVCS	4,226.25
70.0900.9020.6025	JOHN L. HUNTER AND ASSOCIATES, INC.	12289	05/17/2023	DEC'22 NDPES PROGRAM SVCS	8,098.75
70.0900.9020.6025	JOHN L. HUNTER AND ASSOCIATES, INC.	12289	05/17/2023	FEB'23 NDPES PROGRAM SVCS	12,183.75
70.0900.9020.6025	JOHN L. HUNTER AND ASSOCIATES, INC.	12289	05/17/2023	MAR'23 NDPES PRORGAM SVCS	8,912.48
25.0550.5510.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	12289	05/17/2023	FEB'23 USED OIL RECYCLING PRGM	183.75
01.0170.1020.5956	JOSE TEJEDA	12290	05/17/2023	2023 BOOT ALLOWANCE	150.00
01.0000.0000.4554	JUVENTINA DE LA ISLA	12291	05/17/2023	MVD DAMAGE DEPOSIT REFUND 04/29/23	50.00
01.0100.1050.5934	KEILA BENITEZ	12292	05/17/2023	04/18 LIVESCAN REIMBURSEMENT	25.00
01.0100.1040.5922	LAB1419	12293	05/17/2023	4TH OF JULY/ SHIRT GIVEAWAY	5,030.16
01.0150.1505.5406	LAB1419	12293	05/17/2023	ADVANCEMENT- WOMEN & GIRLS COMMISSIONER POLOS	220.50
01.0000.0000.4554	LEONARDO MORALES	12294	05/17/2023	MVD DAMAGE DEPOSIT REFUND 04/29/23	50.00
01.0000.0000.4554	LIZETH SANCHEZ	12295	05/17/2023	SCTR DINING ROOM/ DAMAGE DEPOSIT REFUND 04/21/23	500.00
01.0100.1030.5215	MANDELL MUNICIPAL COUNSELING	12296	05/17/2023	APR'23 LEGAL SVCS	792.00
01.0150.1505.5204	MIRNA IVETTE SANCHEZ	12297	05/17/2023	APR'23 WOMEN & GIRLS COMM MTG	100.00
01.0100.1050.5934	NICOLE SOSA MORELOS	12298	05/17/2023	05/04 LIVE SCAN REIMBURSEMENT	25.00
01.0100.1020.5406	OFFICE DEPOT	12299	05/17/2023	CITY HALL SUPPLIES	179.91
01.0100.1050.5406	OFFICE DEPOT	12299	05/17/2023	OFFICE SUPPLIES CREDIT	(146.92)
01.0100.1020.5405	OFFICE DEPOT	12299	05/17/2023	OFFICE SUPPLIES	34.35
01.0100.1020.5405	OFFICE DEPOT	12299	05/17/2023	OFFICE SUPPLIES	20.94
01.0151.1543.5952	PARTY PRONTO	12300	05/17/2023	4/29 EVENT SUPP RENTAL/ EMPLOYEE DEVELOPMENT	2,135.00
01.0160.1620.5520	QUENCH USA, INC.	12301	05/17/2023	MAY'23 WATER FILTER/ SCTR	59.56
01.0000.0000.4554	RAMIRO ROBLEDO BENITEZ	12302	05/17/2023	MVD DAMAGE DEPOSIT REFUND 05/06/23	50.00
01.0170.1770.5525	SAFETY-KLEEN SYSTEMS, INC.	12303	05/17/2023	VACUUM SERVICE AUTOMOTIVE	1,582.00

01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	12304	05/17/2023	APR'23 PUBLISHING NOTICES	3,102.86
01.0130.1310.5280	SECTRAN SECURITY INC.	12305	05/17/2023	MAY'23 ARMORED SVCS	182.98
01.0160.1650.5520	SONRISE ELECTRIC INC	12306	05/17/2023	SCOREBOARD REPAIR/ NTP	2,325.00
01.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	12307	05/17/2023	SCOOP SAND/ FIRESTATION	118.51
45.0660.6610.5977	SOUTHEAST CONSTRUCTION PRODUCTS,INC	12307	05/17/2023	#5 REBAR/ ST/RD MTNC LIDCOMBE	67.20
45.0660.6610.5977	SOUTHEAST CONSTRUCTION PRODUCTS,INC	12307	05/17/2023	ASPHALT PATCH & CEMENT PALLET DEP ST/RD MTNC	614.88
45.0660.6610.5977	SOUTHEAST CONSTRUCTION PRODUCTS,INC	12307	05/17/2023	MANSORY DRILL BIT & TITEN ZINC PLATED- ST/RD MTNC	124.36
45.0660.6610.5977	SOUTHEAST CONSTRUCTION PRODUCTS,INC	12307	05/17/2023	TURBO BLADE- ST/RD MTNC	21.39
45.0660.6610.5977	SOUTHEAST CONSTRUCTION PRODUCTS,INC	12307	05/17/2023	DIABLO RECIPROCATING WOOD SAW- ST/RD MTNC	55.01
45.0660.6610.5977	SOUTHEAST CONSTRUCTION PRODUCTS,INC	12307	05/17/2023	6D NAILS & KNEE PADS ST-RD MTNC	156.61
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	12308	05/17/2023	BREAD/ CI & CII NUTRITION PRGM	69.12
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	12308	05/17/2023	BREAD/ CI & CII NUTRITION PRGM	7.68
01.0150.1530.5952	SUPERIOR WAREHOUSE GROCERS	12308	05/17/2023	INGRIDIENT SUPPLIES/ CINCO DE MAYO LUNCHEON	217.48
01.0151.1543.5952	SWANK MOTION PICTURES, INC	12309	05/17/2023	JUNE-AUG'23 MOVIE SERVICES	1,440.00
01.0100.1040.5921	THE SAUCE CREATIVE SERVICES CORP.	12310	05/17/2023	MAY'23 NEWSLETTER	6,299.41
01.0100.1020.5215	TOWNSEND PUBLIC AFFAIRS	12311	05/17/2023	MAY'23 CONSULTING SVCS	6,750.00
01.0130.1310.5215	TRUSAIC	12312	05/17/2023	MAY'23 ACA MONTHLY	1,040.40
01.0130.1330.5215	TYLER TECHNOLOGIES, INC	12313	05/17/2023	4/4, 4/5 & 4/12 PARK & REC CASHIERING SVCS	1,560.00
01.0130.1330.5215	TYLER TECHNOLOGIES, INC	12313	05/17/2023	4/18 & 4/19 PARK & REC CASHIERING SVCS	1,040.00
01.0130.1330.5215	TYLER TECHNOLOGIES, INC	12313	05/17/2023	4/26 PARK & REC CASHIERING SVCS	520.00
01.0151.1542.5952	UNEED QURESHI	12314	05/17/2023	5/5 BOXING SHOW MEDICAL SCREEN	350.00
01.0150.1530.5952	WINNER INTERNATIONAL INC.	12315	05/17/2023	HELIUM & BALLOOS/ EVENTS	399.63
01.0170.1760.5540	WINZER	12316	05/17/2023	GRAFFITI BUSTER & POLY ORANGE CLEANER	831.28
01.0170.1760.5540	WINZER	12316	05/17/2023	GRAFFITI BUSTERS & BREAK CLEANER	596.44
45.0660.6610.5977	WINZER	12316	05/17/2023	GRAFFITI CLEAR COAT RD/ST MTNC	1,610.62
01.0160.1620.5520	YVETTE CORONA	12317	05/17/2023	CAR WASH REIMB- DAMAGED DURING CLEANING	38.99
01.0000.0000.2255	BLUE SHIELD OF CA LIFE & HEALTH	DFT0000640	05/01/2023	MAY'23 VISION INSURANCE	696.26
01.0000.0000.2223	HARTFORD INSURANCE	DFT0000641	05/01/2023	APR'23 LT DISABILITY	7,240.11
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000642	04/27/2023	3/13-4/12 1824 N CENTRAL	387.07
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000643	04/26/2023	3/9-4/11 1675 IRRIG DURFEE	136.78
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000644	04/27/2023	3/13-4/12 10452 R RUSH	68.40
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000645	04/27/2023	3/13-4/12 1415 N SANTA ANITA	311.83
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000646	04/27/2023	3/13-4/12 1530 N CENTRAL	373.79
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000647	04/27/2023	3/13-4/12 N/E MERCED SANTA ANITA	225.29
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000648	04/27/2023	3/13-4/12 1900 N CENTRAL	139.21
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000649	04/27/2023	3/13-4/12 1652 IRRIG TYLER	136.78
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000650	04/27/2023	3/13-4/12 1500 N CENTRAL	2,064.34
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000651	04/27/2023	3/13-4/12 MERCED N/W SANTA ANITA	41.04
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000652	04/27/2023	3/13-4/12 1819 N CENTRAL	285.28
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000653	04/27/2023	3/13-4/12 N LERMA/ MILLET	241.03
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000654	04/27/2023	3/13-4/12 2000 IRRIG SANTA ANITA	72.83
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000655	04/28/2023	3/14-4/13 2218 ROSEMEAD	136.78
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000656	04/28/2023	3/14-4/13 2004 IRRIG ROSEMEAD	27.36
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000657	04/27/2023	3/13-4/12 1556 N CENTRAL	369.36
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000658	04/27/2023	3/13-4/12 1707 N MERCED	27.36
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000659	04/27/2023	3/13-4/12 1819 N MERCED	68.40
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000660	04/27/2023	3/13-4/12 2022 N CENTRAL	68.40
01.0150.1530.5952	WALMART COMMUNITY/GECRB	DFT0000661	05/01/2023	EASTER DECOR/ SENIOR SVCS	118.99
01.0150.1540.5431	WALMART COMMUNITY/GECRB	DFT0000661	05/01/2023	AFTER SCHOOL PRGM SUPP	4.58
01.0150.1540.5431	WALMART COMMUNITY/GECRB	DFT0000661	05/01/2023	AFTER SCHOOL PRGM SUPP	125.33
01.0150.1540.5431	WALMART COMMUNITY/GECRB	DFT0000661	05/01/2023	AFTER SCHOOL PRGM SUPP	90.21
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000662	05/04/2023	PPE 014/29/23 RATE PLAN 23047	1,648.98

01.0000.0000.2020	CALPERS RETIREMENT	DFT0000662	05/04/2023	PPE 014/29/23 RATE PLAN 27216	11,081.38
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000662	05/04/2023	PPE 014/29/23 RATE PLAN 685	8,950.54
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0000663	05/05/2023	PPE 04/29/23 FEDERAL	15,903.27
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000663	05/05/2023	PPE 04/29/23 FICA	22,679.48
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000663	05/05/2023	PPE 04/29/23 MEDICARE	5,304.02
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000664	05/04/2023	PPE 04/29/23 UI TAX WTHD'G	525.29
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000664	05/04/2023	PPE 04/29/23 TNG WTHD'G	26.23
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000664	05/04/2023	PPE 04/29/23 STATE WTHD'G	4,911.88
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000665	05/05/2023	CASE 200000002163990	359.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000665	05/05/2023	CASE 1457313	603.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000665	05/05/2023	CASE 200000002135289	780.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000665	05/05/2023	CASE 0980438	150.00
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000666	05/01/2023	3/15-4/14 2464 ROSEMEAD	181.03
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000667	05/01/2023	3/15-4/14 2620 ROSEMEAD	207.58
01.0140.1100.5406	SPARKLETTS	DFT0000668	05/05/2023	APR23 WATER SVCS	29.72
01.0140.7020.5406	SPARKLETTS	DFT0000668	05/05/2023	APR23 WATER SVCS	29.73
01.0000.0000.2224	AFLAC WORLDWIDE HEADQUARTERS	DFT0000669	05/09/2023	APR'23 INSURANCE	1,442.06
01.0000.0000.2223	HARTFORD INSURANCE	DFT0000670	05/09/2023	MAY'23 LT DISABILITY	7,517.04
01.0000.0000.2260	STANDARD INSURANCE D2	DFT0000671	05/10/2023	MAY23 DENTAL	4,442.96
01.0000.0000.2224	WASHINGTON NATIONAL INSURANCE CO	DFT0000672	05/09/2023	MAY'23 SUPPLEMENTAL LIFE INSURANCE	1,113.49
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	BABY LAB PRGM SUPPLIES	14.56
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	SAM'S CLUB PLUS MEMBERSHIP UPGRADE	62.35
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	AFTER SCHOOL PROGRAM SUPPLIES	71.55
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	SPRING CAMP SUPPLIES	146.47
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	AFTER SCHOOL PRGM SUPPLIES	105.65
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	AFTER SCHOOL PRGM SUPPLIES	357.01
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	SAM'S CLUB MEMBERSHIP CREDIT	(55.13)
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	AFTER SCHOOL PRGM SUPPLIES	82.57
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	AFTER SCHOOL PRGM SUPPLIES	35.78
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	AFTER SCHOOL PRGM SUPPLIES	24.70
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	AFTER SCHOOL PRGM SUPPLIES	35.78
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	SAM'S CLUB MEMBERSHIP CREDIT	(62.35)
01.0151.1541.5490	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	T-BALL SNACK BAR	40.00
01.0151.1541.5956	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	T-BALL UNIFORMS	50.62
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	EASTER BREAKFAST PORTABLE RESTROOMS	1,604.44
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	SPECIAL EVENT SUPPLIES	143.86
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	EASTER BUNNY SUITS & TABLE COVERS	300.00
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	EASTER BREAKFAST FOOD SUPP	36.45
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	EASTER BREAKFAST SUPPLIES	23.98
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	EASTER BREAKFAST SUPPLIES	103.97
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	STATE OF THE CITY BOARDS	563.32
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	EASTER BREAKFAST FOOD SUPP	595.33
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	STATE OF THE CITY CUTLERY	25.70
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	STATE OF THE CITY BOARDS	80.48
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	PHOTOSHOP SOFTWARE/ SPECIAL EVENT FLYERS	239.88
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	EASTER BREAKFAST FOOD SUPP	65.22
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	AFTER SCHOOL PRGRAM SUPP	36.00
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	AFTER SCHOOL PRGRAM SUPP	379.94
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	SPECIAL EVENTS SUPPLIES	322.13
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	EASTER SPECIAL EVENTS SUPP	301.79
45.0660.6610.5977	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	CONCRETE REPAIR/ LIDCOMBE ST/RD MTNC	294.00
01.0150.1530.5406	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	SHIPPING RETURN FEE	21.46

01.0150.1530.5430	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	LA COUNTY FAIR TICKETS/ SENIOR EXCURSION	672.00
01.0150.1530.5430	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	APRIL & MAY CRAFT SUPPLIES	13.79
01.0150.1530.5430	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	POCORN/ MOVIE SUPPLIES	12.00
01.0150.1530.5430	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	MAY CRAFT SUPPLIES	52.35
01.0150.1530.5937	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	GIVEAWAY JACKETS/ VOLUNTEERS	480.32
01.0150.1530.5937	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	VOLUNTEER DINNER DECORATIONS	251.29
01.0150.1530.5937	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	NAME TAGS/ VOLUNTEERS	117.17
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	STAFF PIZZA/ STATE OF THE CITY	65.03
06.0300.3010.5430	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	NAPKINS/ NUTRITION PGRM	77.92
01.0100.1020.5932	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	3/7-4/6 CHARTER COM- CABLE & INTERNET SVCS	137.97
01.0100.1020.5932	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	3/16-4/15 CABLE & INTERNET SVCS	325.09
01.0100.1050.5918	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	ADVERTISEMENT JOB POSTING/ COMM DEV DIRECTOR	300.00
01.0100.1050.5918	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	ADVERTISEMENT JOB POSTING/ COMM DEV DIRECTOR	295.00
01.0130.1310.5914	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	MAR'23-MAR'24 MMASC MEMBERSHIP	90.00
01.0130.1330.5215	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	APR'23 INTERNET SVCS	336.85
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	2/3-3/2/23 CITY CELL PHONE SVCS	4,388.99
01.0140.1440.5908	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	INT'L CODE COUNCIL ICC MEMBERSHIP	348.00
01.0140.7020.5908	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	4/17-4/21 PSO CLASS REGISTRATION/ TNG	106.00
01.0160.1640.5425	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	POOL SUPPLIES/ PUMP & VACUUM	2,751.51
01.0160.1640.5520	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	MARKING DEPTH TILES/ AQUA CTR	49.72
01.0160.1640.6025	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	LIFE GUARD CHAIR SEATS (2)	491.05
44.0800.8015.5715	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	2/3-3/2 TRAN DATA SVCS #414	50.30
44.0800.8015.5715	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	2/3-3/2 TRAN CELL SVCS #414	83.65
68.0900.9000.5715	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	2/3-3/2 TRAN DATA SVCS #414	150.90
68.0900.9000.5715	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	2/3-3/2 TRAN CELL SVCS #414	250.95
01.0120.1210.5406	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	UPLIFT DESK- ADJUSTABLE FOOTREST	108.05
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	3/31-4/1 HOTEL/ WELL CONF #622	161.51
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	3/31-4/1 WELL CONF MEAL #622	59.67
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	3/17-3/18 WELL SEMINAR MEAL #622	53.28
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	3/17-3/18 WELL SEMINAR MEAL #622	42.95
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	3/31-4/1 WELL CONF MEAL #622	40.13
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	3/17-3/18 WELL SEMINAR MEAL #622	31.10
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	3/31-4/1 WELL CONF MEAL #622	14.20
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	3/31-4/1 WELL CONF MEAL #622	11.20
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	3/31-4/1 WELL CONF MEAL #622	7.90
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	MAY'23 ANNUAL CCCA MUNICIPAL SEMIAR #622	825.00
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	3/17-3/18 WELL SEMINAR MEAL #622	6.25
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	3/17-3/18 WELL SEMINAR MEAL #622	3.14
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	3/31-4/1 WELL CONF MEAL #622	20.02
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	3/17-3/18 WELL SEMINAR MEAL #622	6.25
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	GLENDORA CHAMBER/ BANQUET- CITY COUNCIL	775.00
01.0100.1020.5910	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	MAY'23 ANNUAL CCCA MUNICIPAL SEMINAR	825.00
01.0100.1020.5910	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	SKILL PATH WEBINAR/ RECEPTION	149.00
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	MEETING MEALS- CREDIT	(1.95)
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	GLENDORA CHAMBER/ BANQUET CM	75.00
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	MEETING MEALS	48.70
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	APR'23 MMASC REGISTRATION/ SALAS R	35.00
01.0100.1020.5932	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	SGV TRIBUNE SUBSCRIPTION	10.00
01.0100.1020.5932	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	LA TIMES SUBSCRIPTION	15.96
01.0100.1020.5932	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	ZOOM MONTHLY SUBSCRIPTION	15.99
01.0100.1020.5932	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	MAR-APR'23 ZOOM SUBSCRIPTION	319.90
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	ILLUSTRATION/ CITY SOCIAL MEDIA	48.30

01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	MAY'23 SOCIAL MEDIA TRAINING/ HERNANDEZ B	449.00
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	3/28/23 CITY COUNCIL MEETING MEAL	31.99
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	GIFT CARD/ INTERVIEW PANELIST	25.00
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	GIFT CARD/ INTERVIEW PANELIST	25.00
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	GIFT CARD/ INTERVIEW PANELIST	25.00
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	GIFT CARD/ INTERVIEW PANELIST	25.00
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	GIFT CARD/ INTERVIEW PANELIST	25.00
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	ADOBE PHOTOSHOP SUBSCRIPTION	9.99
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	FACEBOOK AD/ PROMOTE CITY EVENT	34.03
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	STATE OF THE CITY/ DRONE VIDEO SVCS	700.00
01.0100.1050.5940	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	THE HABIT/ TEAM BUILDING PICNIC	500.00
01.0140.1430.5910	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	MAY'23 ICSC ANNUAL CONFERENCE- FLIGHT CHARGES	197.96
01.0140.1430.5910	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	MAY'23 ICSC ANNUAL CONFERENCE REGISTRATION	975.00
01.0140.1430.5914	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	ICSC MEMBERSHIP/ CITY PLANNER	337.50
01.0160.1640.5520	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	HINGE ASSEMBLY KIT/ AQUATIC	242.74
01.0170.1020.5908	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	SNACKS- ANNUAL PESTICIDE HANDLER SAFETY MTG	113.94
01.0170.1770.5525	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	DMV REGISTRATION/ CONSTRUCTION PERMIT	30.00
01.0170.1770.5525	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	DMV SERVICE FEE/ CONSTRUCTION PERMIT	0.64
45.0660.6610.5977	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	CITYWIDE ST/RD MTNC POTOLE REPAIR	310.00
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	JULY'23 NALEO ANNUAL CONF- FLIGHT #622	368.90
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	JULY'23 NALEO ANNUAL CONF REGISTRATION #622	700.00
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	MAY'23 ANNUAL CCCA MUNICIPAL SEMINAR #622	825.00
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	RE-OCCURING IPHONE CHARGE	6.99
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	CITY COUNCIL SWEATERS	35.26
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	CITY COUNCIL SWEATERS	35.26
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	COUNCIL SWEATERS	35.26
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	COUNCIL SWEATERS	36.35
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	CITY COUNCIL SWEATERS	37.02
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	CITY COUNCIL SWEATERS	66.26
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	CITY COUNCIL OFFICE SUPP	123.99
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	CITY COUNCIL OFFICE SUPP	103.65
01.0100.1010.5715	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	STATE OF THE CITY/ PROMPTER APP	19.99
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	COUNCIL MTG DINNER	234.07
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	3/14 CITY COUNCIL MEETING MEAL	254.09
01.0100.1020.5406	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	CITY HALL SUPPLIES	250.04
01.0100.1020.5406	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	COFFEE/ EMPLOYEE MEETING	47.97
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	STATE OF THE CITY- LUNCH	197.10
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	CHALL DECOR STORAGE	62.74
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	EASTER DECOR	69.92
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	STATE OF THE CITY- MUSIC APP	6.99
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	SYMPATHY PLANTS/ RON & ALICIA	91.60
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	AMSTERDAM PRINTING WOMEN'T EVENT #623	682.97
01.0100.1050.5940	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	SYMPATHY FLOWERS/ ARREOLA	275.60
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	RE-OCCURING HOT SPOTS	220.00
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	MAY'23 ANNUAL CCCA MUNICIPAL SEMINAR #622	825.00
01.0100.1010.5914	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	ICSC YEARLY MEMBERSHIP- DELGADO H	125.00
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	RE-OCCURING HOT SPOT CHARGE	55.00
01.0150.1540.5912	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	HOTEL PARKING/ CPRS CONFERENCE	162.00
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	SPECIAL EVENT PAINTING SUPP	40.64
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	EASTER EVENT CANDY	113.64
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	EASTER EVENT SUPPLIES	257.72
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	BIKE RIDE SUPPLIES	357.34

01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	CINCO DE MAYO PERFORMANCE	374.00
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	EASTER EVENT SUPPLIES	494.83
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	EASTER EVENT PANCAKE MIX BUCKETS	32.72
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	BEVERAGES/ STATE OF THE CITY	375.85
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	JULY'23 NALEO ANNUAL CONF-FLIGHT INSURANCE #622	47.96
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	JULY'23 NALEO ANNUAL CONF- FLIGHT #622	737.80
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	JULY'23 NALEO ANNUAL CONF REGISTRATION #622	800.00
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	MAY'23 ANNUAL CCCA MUNICIPAL SEMINAR #622	825.00
01.0150.1530.5910	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	MAY'23-MAY'24 MMASC MEMBERSHIP	90.00
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	SAM'S CLUB RETURN CREDIT	(55.00)
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	FLYER/ VOLUNTEER LUNCHEON	7.99
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	FLYER/ VOLUNTEER LUNCHEON	7.99
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	FLYER/ SENIOR SVCS	9.95
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	ST PATRICKS DAY LUNCHEON SUPPLIES	89.87
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	EASTER LUNCHEON SUPPLIES	203.88
01.0150.1530.6020	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	KITCHEN EQUIPMENTS/ SENIOR NUTR PRGM	227.25
01.0150.1530.5430	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	LA CITY FAIRPLEX RETURN CREDIT	(1,400.00)
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	JERSEY MIKES CREDIT	(9.10)
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000673	05/05/2023	PANDA EXPRESS CREDIT	(9.98)
02.0170.1760.5550	ATHENS SERVICES	DFT0000674	05/16/2023	MAY'23 SWEEPER SVCS	6,140.00
01.0100.1020.5406	SAM'S CLUB DIRECT	DFT0000675	05/03/2023	CHALL REFRESHMENTS	341.69
01.0100.1020.5914	SAM'S CLUB DIRECT	DFT0000675	05/03/2023	MEMBERSHIP REFUND CREDIT	(55.00)
01.0151.1541.5490	SAM'S CLUB DIRECT	DFT0000675	05/03/2023	T-BALL SNACK BAR SUPPLIES	172.68
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000676	05/15/2023	5/1-6/1 1415 SANTA ANITA	72.29
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000677	05/10/2023	3/22-4/25 1556 IRRG CENTRAL	244.82
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000678	05/10/2023	3/22-4/25 1530 IRR SANTA ANITA	267.59
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000679	05/10/2023	3/22-4/25 1500 CENTRAL	248.61
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000680	05/10/2023	3/22-4/25 1415 IRR SANTA ANITA	339.68
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000681	05/10/2023	3/22-4/25 1402 IRR LERMA	256.20
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000682	05/10/2023	3/22-4/25 1341 ISLAND/ SANTA ANITA	30.60
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000683	05/10/2023	3/25-4/26 1450 LIDCOMBE	1,082.32
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000684	05/10/2023	3/22-4/25 1450 LIDCOMBE	368.73
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000685	05/10/2023	3/22-4/25 1819 CENTRAL	381.41
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000686	05/15/2023	5/1-6/1 1900 N CENTRAL	108.44
01.0170.1730.5705	SO CAL GAS	DFT0000687	05/09/2023	3/31-5/1 1415 SANTA ANITA	440.57
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0000688	05/15/2023	4/1-4/30 STREET LIGHTS	5,119.65
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0000689	05/15/2023	4/1-4/30 STREET LIGHTS	3,890.80
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000690	05/15/2023	3/24-4/30 2028 CENTRAL AVE	282.63
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0000691	05/15/2023	4/1-4/30 STREET LIGHTS	1,898.51
02.0170.1760.5966	US BANK VOYAGER FLEET SYS	DFT0000692	05/02/2023	3/24-4/21 FUEL-CITY TRANSPORTATION	4,360.34
Grand Total					320,691.12

Authorization Signatures



For Rene Salas, City Manager, by Masami Hija, Finance Director



City Council Agenda Report

Agenda Item No. 7.c.

DATE: May 24, 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. 23-47, APPROVING FIRST AMENDMENT TO AGREEMENT WITH DUDEK FOR CONSULTING SERVICES TO UPDATE THE HOUSING ELEMENT OF THE CITY'S GENERAL PLAN

SUMMARY: In December 2020, Dudek, the consultant, was acquired to provide updates to the City's Housing, Safety and Environmental Justice elements. In June of 2022, Dudek and the City provided the updates to the Department of Housing and Community Development (HCD), and were provided a list of additional revisions required to be addressed prior to final approval of the City's Housing Element.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-47, approving first amendment to agreement with Dudek for a change order in the amount of \$16,210.00 to address additional changes needed to update the city's Housing Element; and
2. Authorize the City Manager to negotiate and execute agreement.

FISCAL/FINANCIAL IMPACT: The General Fund's Community Development Department has budgeted this line item under Account #01.0140.1430.5215 contract services. The total amount of the contract amendment is \$16,210.00.

DISCUSSION: The Housing Element will be updated to include the following revisions to comply with the State Housing Element Law:

1. Affirmatively further[ing] fair housing in accordance with Chapter 15 commencing with Section 8899. 50) of Division 1 of Title 2 ... shall include an assessment of fair housing in the jurisdiction. (Gov. Code, § 65583, subd. (c)(10)(A).)
2. In addition to the analysis required in paragraph (1), when a city or county is relying on non-vacant sites described in paragraph (3) of subdivision (b) to accommodate 50 percent or more of its housing needs for lower income households, the methodology used to determine additional development potential shall demonstrate that the existing use

identified pursuant to paragraph (3) of subdivision (b) does not constitute an impediment to additional residential development during the period covered by the housing element. An existing use shall be presumed to impede additional residential development, absent findings based on substantial evidence that the use is likely to be discontinued during the planning period. (Gov. Code, § 65583.2 (g)(2).).

Once these revisions are made, the Housing Element should meet the statutory requirements of the State Housing Element Law and will comply with the above listed requirements.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities programs; and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With an updated and compliant housing element, the City will meet housing element requirements for these and other funding sources.

Staff report prepared by Angie Hernandez, Community Development Analyst.

ATTACHMENT(S):

- A. Resolution No 23-47
- B. Dudek Amendment 1 (Draft)
- C. HCD Letter

ATTACHMENT A

RESOLUTION NO. 23-47

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
TO CONSIDER AND APPROVE AMENDMENT NO. 1 TO THE
AGREEMENT WITH DUDEK FOR CONSULTING SERVICES
TO UPDATE THE HOUSING ELEMENT OF THE CITY'S
GENERAL PLAN

THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

WHEREAS, the City and Dudek "Consultant," entered into an ("Agreement") for contractual services dated October 19th 2020 whereby Contractor agreed to provide services related to and completion of an updated 6th Cycle Housing Element of the City's General of the Plan; and

WHEREAS, The California Department of Housing and Community Development ("HCD") requested revisions to the 6th Cycle Housing Element in July 2022, and submission of these revisions is required in order to obtain a certified 6th Cycle Housing Element from the HCD.

WHEREAS, In light of the revisions requested by HCD and the need to revise the draft Housing Element the City and Consultant, now desire to amend the agreement ("Amendment No. 1") to increase the total not-to-exceed contract sum by an additional \$16,210.00.

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

SECTION 1. The City Council hereby approves the proposed Amendment No. 1 to the Agreement between the City and Dudek, which includes providing certain consulting services in accordance to revisions requested by HCD (California Department of Housing and Community Development) to the city's 6th Cycle Housing Element noted in the letter dated July 29, 2022, attached as Attachment C.

SECTION 2. The City Council hereby authorizes and directs the City Manager to execute Amendment No. 1 in accord with the City's format and procedure in substantially the form attached as Attachment B to the December 13, 2022, staff report accompanying this Resolution. The Council further directs the City Manager to take all actions necessary to effectuate Amendment No. 1.

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

PASSED, APPROVED AND ADOPTED this 24th day of May 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. 23-47 was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 24th day of May 2023 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES (“Amendment”) by and between the **CITY OF SOUTH EL MONTE**, a California municipal corporation (“City”), and **DUDEK**, a California corporation (“Consultant”), is effective as of the day of May__ 2023 (collectively, the “Parties”).

RECITALS

- A. City and Consultant entered into that certain Agreement for Contractual Services dated 19th day of October, 2020 (“Agreement”) whereby Contractor agreed to provide Consultant Services to update the 6th Cycle Housing element of the City’s General Plan.
- B. The California Department of Housing and Community Development (“HCD”) requested revisions to the 6th Cycle Housing element in July 2022, and submission of these revisions is required in order to obtain a certified 6th Cycle Housing Element from the HCD.
- C. In light of the revisions requested by HCD in order to obtain a certified 6th Cycle Housing Element, the Agreement requires an amendment increasing the not-to-exceed sum by an additional Sixteen Thousand Two Hundred and Ten Dollars and Zero Cents (\$16,210.00) to complete services per the Agreement.
- D. Pursuant to Section 1.8 of the Agreement, the City has the right 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 City’s 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.
- E. Pursuant to Section 2.1 of the Agreement, the total not-to-exceed sum (the “Contract Sum”) to complete services is currently One Hundred Ninety Nine Thousand Nine Hundred and Five Dollars and Zero Cents (\$199,995.00).
- F. Pursuant to Section 4.3 and Section 1.8 of the Agreement, the City’s Contract Officer may approve the increase in compensation by \$16,210.00 because it is less than either 10% of the Contract Sum or \$25,000.
- G. City and Consultant now desire to amend the Agreement to increase the not-to-exceed sum by an additional \$16,210.00, for an amended total not-to-exceed sum of Two Hundred

Sixteen Thousand Two Hundred and Five Dollars and Zero Cents (\$216,205.00) to complete services per the Agreement.

- H. City and Consultant now desire to Amend Exhibit “A” Scope of Services of the Agreement to include the extra work to obtain a certified 6th Housing Element from the HCD.
- I. City and Consultant now desire to Amend the Agreement to amend Exhibit “C” Schedule of Compensation section that outlines the additional costs and services provided by consultant for the extra work to obtain a certified 6th housing element from the HCD.

TERMS

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

a. Section 2.1, Term of the Agreement, is hereby amended in its entirety to read as follows:

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~One Hundred Ninety Nine Thousand Nine Hundred and Five Dollars and Zero Cents (\$199,995.00)~~ ***Two Hundred Sixteen Thousand Two Hundred and Five Dollars and Zero Cents (\$216,205.00)*** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1. 9.”

b Exhibit “A” SCOPE OF SERVICES will be amended in its entirety to add the following to Exhibit “A” as follows:

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following services:

- a. ***Task 7.1 – Consultant shall provide language for incorporation into the Council Resolution to identify findings, for the City’s Housing Element, per the State’s request. The findings will state that those uses on identified nonvacant sites do not pose a constraint to development.***
- b. ***Task 7.2 – Consultant shall create a final redline version and a clean final version of the revised housing element based on the tasks outlined in 7.1 and will advise the City on requirements for document posting in***

accordance with the housing element law Assembly Bill 215 (2021). Consultant shall package the final revised housing element including the redline version, signed and adopted resolution, a cover letter signed by the City and the comment matrix and submit the final revised package to HCD as a hard copy sent via mail and electronic copy sent via email. Consultant shall deliver one (1) hard copy sent via mail and one (1) electronic copy of the final revised housing element sent to HCD.

- c. *Task 7.3—Consultant shall assist in the preparation of exhibits, including review of the staff report, preparation of the resolution, and presentations to the City Council. Consultant shall attend one (1) public hearing (virtual attendance is acceptable) before the City Council for re-adoption of the revised Housing Element before submitting the Housing Element to HCD. Consultant shall assist the City in preparing and presenting the materials at one (1) public hearing held by the City Council. Consultant staff shall attend one (1) virtual public hearing held by the City Council.*

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

A. Task 7

- a. *Consultant shall deliver one (1) hard copy of the revised housing element sent via mail to HCD and;*
- b. *Consultant shall deliver one (1) electronic copy of the final revised housing element sent to HCD.*
- c. *Consultant shall assist the City in preparing presentation materials for one (1) public hearing before the City Council and shall attend one (1) virtual public hearing held by the City Council.*

- c. Exhibit “C” Schedule of Compensation will have the following added to the Agreement as:

SCHEDULE OF COMPENSATION

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

See Exhibit “C-1” *and see Exhibit “C-2”*

II. The Consultant’s billing rates for all tasks are attached as Exhibit C-2.

Exhibit C-2RATES

P2221084 (Housing Element Update)

City of South El Monte
P2221084 (Housing Element Update)
DUDEK ESTIMATED FEE SCHEDULE

9/1/2022

DUDEK

Dudek Labor Hours and Rates									
Project Team Role:		Project Director/ Environmental	Specialist IV	Specialist V	Publications Specialist III	TOTAL DUDEK HOURS	DUDEK LABOR COSTS	OTHER DIRECT COSTS	TOTAL FEE
Billable Rate:		\$265.00	\$165.00	\$175.00	\$150.00				
Task 7	Revised Housing Element								
7.1	Revisions and Response to Comments		36	32		68	\$11,540.00		\$11,540.00
7.2	HCD Coordination, Meetings and Submission to HCD	4	8		4	16	\$2,980.00		\$2,980.00
	Subtotal 7.1-7.2	4	44	32	4	84	\$14,520.00		\$14,520.00
7.3	Re-adoption of Revised Housing Element (Optional Task)		6	4		10	\$1,690.00		\$1,690.00
	Subtotal 7.3		6	4		10	\$1,690.00		\$1,690.00
Total Hours and Fee (7.1-7.3)		4	50	36	4	94	\$16,210.00		\$16,210.00
Percent of Hours		5%	53%	38%	4%				

- d. Exhibit "D" Schedule of Performance shall be amended to include the following:

EXHIBIT "D"SCHEDULE OF PERFORMANCE

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

Task 7.1 : Revisions and response to comment for revised housing element	Within 5 days of Full Execution	7-9 weeks from start date	TBD by City
Task 7.1 : Housing Element Revisions	TBD by City	4-5 Weeks from start date	TBD by City
Task 7.1 : Finalize Housing Element Revisions	TBD by City	2 Weeks from date of ____	TBD by City
Task 7.2: Public Review Period per Assembly Bill (A.B. 215) (2021)	TBD by City	1 Week from date of completion of Tsk 7.1	TBD by City

<i>Task 7.2: Finalized Housing Element</i>	<i>TBD by City</i>	<i>1 Week from start date</i>	<i>TBD by City</i>
<i>Task 7.2: Submission to HCD of Re-Adopted Revised Housing Element</i>		<i>Within 1 week of final re-adoption by</i>	
<i>Task 7.3: City Council Re-Adoption Hearing</i>	<i>TBD by City</i>	<i>TBD by City</i>	<i>TBD by City</i>

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

Rene Salas, Contract Officer

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONTRACTOR:

CONSULTANT

By: _____
Name: Joseph Monaco
Title: President/Chief Executive Officer - Dudek

By: _____
Name: Emily Hart
Title: Assistant Secretary

Address: 605 Third Street
Encinitas, CA 92024

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

 TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

 TITLE OR TYPE OF DOCUMENT

 NUMBER OF PAGES

 DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

 SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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COUNTY OF LOS ANGELES

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

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OPTIONAL

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DESCRIPTION OF ATTACHED DOCUMENT

☐ INDIVIDUAL
☐ CORPORATE OFFICER

 TITLE(S)

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☐ GENERAL

 NUMBER OF PAGES

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)

 DATE OF DOCUMENT

☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

SIGNER IS REPRESENTING:
 (NAME OF PERSON(S) OR ENTITY(IES))

 SIGNER(S) OTHER THAN NAMED ABOVE

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



July 29, 2022

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

Dear Rene Salas:

RE: City of South El Monte's 6th Cycle (2021-2029) Revised Draft Housing Element

Thank you for submitting the City of South El Monte's (City) draft revisions to the housing element, which was received for review on June 2, 2022. Pursuant to Government Code section 65585, subdivision (b), the California Department of Housing and Community Development (HCD) is reporting the results of its review.

The draft revisions to the housing element address most statutory requirements described in HCD's January 20, 2022, review; however, the following revisions will be necessary to comply with State Housing Element Law (Article 10.6 of the Gov. Code).

1. *Affirmatively further[ing] fair housing in accordance with Chapter 15 commencing with Section 8899.50) of Division 1 of Title 2...shall include an assessment of fair housing in the jurisdiction. (Gov. Code, § 65583, subd. (c)(10)(A).)*

Goals, Priorities, Metrics, and Milestones: The element was revised to include Exhibit A: Fair Housing Contributing Factors and Program/Actions Matrix. However, as noted in the prior review, goals and actions must create meaningful impact to overcome contributing factors to fair housing issues. Actions must have metrics, milestones, and geographic targeting as appropriate and must have significant place-based, displacement, and new housing opportunity actions. For example, the City should add place-based approaches that are focused on community revitalization of areas of high segregation and poverty and higher need (e.g., lower-income, overpayment, displacement) such as targeted investment in neighborhood revitalization, preserving or rehabilitating existing affordable housing, improving infrastructure, schools, employment, parks, transportation and other community amenities.

In addition, programs should be revised with geographic targeting, metrics or numerical targets and significant action to address fair housing issues. Programs that should be revised with geographic targeting include Programs 5 (Accessory

Dwelling Unit), 6 (Housing Choice Voucher), 9 (Rental Housing), 10 (Home Ownership), 11 (First-Time Homebuyer), 12 (Energy Efficiency), 13 (Water Conservation), 14 (Fair Housing), 16 (Developer Coordination), 17 (Housing Education), 19 (Code Enforcement), 21 (Assist in Development) and 26 (Mobilehome). Programs that should be revised with metrics include Programs 9 (Rental Housing), 11 (First-Time Homebuyer), 12 (Energy Efficiency), 13 (Water Conservation), 14 (Fair Housing), 16 (Developer Coordination), 19 (Code Enforcement), 21 (Assist in Development) and 26 (Mobilehome). Finally, programs that should be revised with significant and specific action to address fair housing issues include Programs 6 (Housing Choice Voucher), 9 (Rental Housing), 16 (Developer Coordination) and 26 (Mobilehome).

2. *In addition to the analysis required in paragraph (1), when a city or county is relying on nonvacant sites described in paragraph (3) of subdivision (b) to accommodate 50 percent or more of its housing need for lower income households, the methodology used to determine additional development potential shall demonstrate that the existing use identified pursuant to paragraph (3) of subdivision (b) does not constitute an impediment to additional residential development during the period covered by the housing element. An existing use shall be presumed to impede additional residential development, absent findings based on substantial evidence that the use is likely to be discontinued during the planning period. (Gov. Code, § 65583.2 (g)(2).).*

The housing element relies on nonvacant sites to accommodate 50 percent or more of the housing needs for lower-income households, which triggers requirements to make findings based on substantial evidence that the existing use is not an impediment and will likely discontinue in the planning period. The October 12, 2021, adoption resolution did not address this requirement. As part of re-adoption, the element must revise the analysis of nonvacant sites as appropriate and make this finding based on substantial evidence as part of re-adoption.

The element will meet the statutory requirements of State Housing Element Law once it has been revised and re-adopted to comply with the above requirements.

Public participation in the development, adoption and implementation of the housing element is essential to effective housing planning. During the housing element revision process, the City must continue to engage the community, including organizations that represent lower-income and special needs households, by making information regularly available while considering and incorporating comments where appropriate.

Pursuant to Government Code section 65583.3, subdivision (b), the City must utilize standards, forms, and definitions adopted by HCD when preparing the sites inventory and submit an electronic version of the sites inventory. While the City has submitted

Rene Salas, Interim City Manager
Page 3

an electronic version of the sites inventory, if changes occur, any future re-adopted versions of the element must also submit the electronic version of the sites inventory.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities programs; and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the City will meet housing element requirements for these and other funding sources.

HCD appreciates the dedication, cooperation, and effort consultants Erika Van Sickel and Elizabeth Dickson provided throughout the housing element review. If HCD can provide assistance, please contact Fidel Herrera, of our staff, at fidel.herrera@hcd.ca.gov.

Sincerely,



Paul McDougall
Senior Program Manager



City Council Agenda Report

Agenda Item No. 7.d.

DATE: May 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Anthony R. Taylor, City Attorney

SUBJECT: CONSIDERATION AND APPROVAL OF ORDINANCE NO. 1266, AMENDING THE SOUTH EL MONTE MUNICIPAL CODE TO AMEND THE COMMUNITY SERVICE COMMISSION, THE PLANNING COMMISSION, AND THE PATRIOTIC COMMISSION CHAIRPERSONS PROCEDURE TO A ONE-YEAR ELECTED POSITION, AND PERMITTING THE CITY COUNCIL TO AMEND CHAPTERS GOVERNING THE COMMUNITY SERVICE COMMISSION, THE COMMISSION FOR THE ADVANCEMENT OF WOMEN AND GIRLS, THE TRAFFIC COMMISSION, THE PLANNING COMMISSION, AND THE PATRIOTIC COMMISSION, BY RESOLUTION

SUMMARY: Staff is requesting that the City Council consider for adoption Ordinance No. 1266 amending the South El Monte Municipal Code (SEMMC) to amend the Community Service Commission, the Planning Commission, and the Patriotic Commission organization procedure. The Ordinance reverts the chair of the respective Commissions to a selected position via motion of the Commission, rather than a 2 month rotation. The Ordinance also extends the position of chair to one-year seat. The Ordinance would further allow the SEMMC Chapters governing all City Commissions governed by Title 2 of the SEMMC, including the Community Service Commission, the Commission for the Advancement of Women and Girls, the Planning Commission, the Traffic Commission, and the Patriotic Commission, to be amended by City Council resolution.

RECOMMENDED ACTION: Staff recommends that City Council:

1. Waive further reading and introduce Ordinance No. 1266, amending the SEMMC reverting the Community Service Commission, the Planning Commission, and the Patriotic Commission chairperson selection process to be a one-year position rather than a two-month rotation, and allowing the City Council to amend the Chapters for City Commissions governed under Title 2 of the SEMMC by resolution; and
2. Adopt said ordinance at the next regular city council meeting.

FISCAL/FINANCIAL IMPACT: There will be no fiscal impact to the City for this ordinance.

DISCUSSION: Title 2 of the SEMMC, “Administration and Personnel,” creates and governs City Commissions, including the Community Service Commission, the Commission for the Advancement of Women and Girls, the Planning Commission, the Traffic Commission, and the Patriotic Commission. All five of these commissions include a chairperson. Title 2 was recently amended in February 2021 by Ordinance No. 1251.

Ordinance No. 1251 provides that the position of chair of the Community Service Commission, the Planning Commission, and the Patriotic Commission shall rotate among their appointed members for a period of two months. Currently, for each commission, the most senior commissioner for each commission will have priority for the chair position before moving on to the next-senior commissioner. Commissioners may decline the chairperson position, where the next most senior commissioner of each commission has priority.

The proposed ordinance would amend Sections 2.48.070, 2.56.070, and 2.58.070 so that the term of chairperson and process of selecting a chairperson of the Community Service Commission, the Planning Commission, and the Patriotic Commission would revert to the term and process of selection before Ordinance No. 1251 was passed. The proposed ordinance would re-instate the term of chairperson for each commission as a 1-year term. The proposed ordinance would also re-instate the process of selection of a chairperson via motion by the sitting commissioners of each respective commission.

Additionally, the proposed ordinance would amend Chapter 2.48 (Community Services Commission), Chapter 2.50 (Commission for the Advancement of Women and Girls), 2.52.070 (Traffic Commission), Chapter 2.56 (Planning Commission), and Chapter 2.58 (Patriotic Commission) to allow these chapters to be amended by resolution of the City Council.

ATTACHMENT(S):

- A. Ordinance No. 1266

ORDINANCE NO. 1266

AN ORDINANCE OF THE SOUTH EL MONTE CITY COUNCIL
AMENDING SOUTH EL MONTE MUNICIPAL CODE TITLE 2
CHAPTERS 2.48, 2.50, 2.52, 2.56, AND 2.58 EXTENDING THE
TERM OF CITY COMMISSION CHAIRS TO ONE YEAR, RE-
INSTATING ELECTION OF COMMISSION CHAIRS BY
COMMISSIONERS, AND ALLOWING CHAPTERS TO BE
AMENDED BY RESOLUTION OF THE CITY COUNCIL

WHEREAS, the City of South El Monte ("City") currently intends to amend the Community Service Commission's processes and procedures through the South El Monte Municipal Code ("SEMMC") Chapter 2.48, requiring the Community Service Commission chairperson to rotate every two months based on seniority; and

WHEREAS, the City of South El Monte ("City") currently intends to amend the Planning Commission's processes and procedures through the South El Monte Municipal Code ("SEMMC") Chapter 2.56, requiring the Planning Commission chairperson to rotate every two months based on seniority; and

WHEREAS, the City of South El Monte ("City") currently intends to amend the Patriotic Commission's processes and procedures through the South El Monte Municipal Code ("SEMMC") Chapter 2.58, requiring the Patriotic Commission chairperson to rotate every two months based on seniority; and

WHEREAS, the City amended Chapters 2.48, 2.56, and 2.58 of the SEMMC on February 23, 2021, to allow for City commissioners in the Community Services Commission, the Planning Commission, and the Patriotic Commission to have the opportunity to sit as chairperson of their respective commissions on a rotating basis every two months ("Ordinance No. 1251"); and

WHEREAS, prior to Ordinance No. 1251, Community Service Commission chairs, Planning Commission chairs, and Patriotic Commission chairs were appointed to the position of chairperson and served one-year terms; and

WHEREAS, the City now desires to amend Chapters 2.48, 2.56. and 2.58 of the SEMMC to re-instate the commission chair of each respective commission as an appointed position with a one-year term; and

WHEREAS, the City also desires to add Sections 2.48.100, 2.50.100, 2.52.100, 5.56.100, and 2.58.100 to Title 2, which would allow Chapters 2.48, 2.50, 2.52, 2.56. and 2.58 governing Community Services Commission, the Commission for the Advancement of Women and Girls, the Traffic omission, the Planning Commission, and the Patriotic Commission, respectively, to be amended by resolution of the City Council.

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

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

SECTION 2: Section 2.48.070 (Organization) of Chapter 2.48 (Community Services Commission) of Title 2 (Administration and Personnel) of the South El Monte Municipal Code is hereby amended to read in its entirety as follows:

“2.48.070 – Organization.

The chairperson of community services commission shall be elected to the position by the sitting commissioners of the Community Services Commission for a period of one-year. Subject to other provisions of law, the commission may create and fill such other offices as it may determine. The community services commission shall adopt rules for transaction of business and shall keep a record of the resolutions, transactions, findings and determinations, which record shall be a public record.”

SECTION 3: Section 2.48.100 (Amendment by Resolution) of Chapter 2.48 (Community Service Commission) of Title 2 (Administration and Personnel) of the South El Monte Municipal Code is hereby added to read in its entirety as follows:

“2.48.100 – Amendment by Resolution.

This Chapter may be amended by resolution of the City Council.”

SECTION 4: Section 2.50.070 (Organization) of Chapter 2.50 (Commission for the Advancement of Women and Girls) of Title 2 (Administration and Personnel) of the South El Monte Municipal Code is hereby amended to read in its entirety as follows:

“2.50.070 – Organization.

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

SECTION 5: Section 2.50.100 (Amendment by Resolution) of Chapter 2.50 (Commission for the Advancement of Women and Girls) of Title 2 (Administration and Personnel) of the South El Monte Municipal Code is hereby added to read in its entirety as follows:

“2.50.100 – Amendment by Resolution.

This Chapter may be amended by resolution of the City Council.”

SECTION 6: Section 2.52.070 (Organization) of Chapter 2.52 (Traffic Commission) of Title 2 (Administration and Personnel) of the South El Monte Municipal Code is hereby amended to read in its entirety as follows:

“2.52.070 – Organization.

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

SECTION 7: Section 2.52.100 (Amendment by Resolution) of Chapter 2.52 (Traffic Commission) of Title 2 (Administration and Personnel) of the South El Monte Municipal Code is hereby added to read in its entirety as follows:

“2.52.100 – Amendment by Resolution.

This Chapter may be amended by resolution of the City Council.”

SECTION 8: Section 2.56.070 (Organization) of Chapter 2.56 (Planning Commission) of Title 2 (Administration and Personnel) of the South El Monte Municipal Code is hereby amended to read in its entirety as follows:

“2.56.070 – Organization.

The chairperson of the planning commission shall be elected to the position by the appointed members of the planning commission for a period of one-year. Subject to other provisions of law, the commission may create and fill such other offices as it may determine. The planning commission shall hold at least one regular meeting in each month unless canceled at the discretion of the director. It shall adopt rules for transaction of business and shall keep a record of the resolutions, transactions, findings and determinations, which record shall be a public record.”

SECTION 9: Section 2.56.100 (Amendment by Resolution) of Chapter 2.56 (Planning Commission) of Title 2 (Administration and Personnel) of the South El Monte Municipal Code is hereby added to read in its entirety as follows:

“2.56.100 – Amendment by Resolution.

This Chapter may be amended by resolution of the City Council.”

SECTION 10: Section 2.58.070 (Organization) of Chapter 2.58 (Patriotic Commission) of Title 2 (Administration and Personnel) of the South El Monte Municipal Code is hereby amended to read in its entirety as follows:

“2.58.070 – Organization.

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

SECTION 11: Section 2.56.100 (Amendment by Resolution) of Chapter 2.58 (Patriotic Commission) of Title 2 (Administration and Personnel) of the South El Monte Municipal Code is hereby added to read in its entirety as follows:

“2.58.100 – Amendment by Resolution.

This Chapter may be amended by resolution of the City Council.”

SECTION 12: Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 13: Certification. The City Clerk shall certify to the adoption of this ordinance.

SECTION 14: Publication. The City Clerk is directed to cause this Ordinance to be published within fifteen (15) days of its passage in a newspaper of general circulation, published and circulated within the City of South El Monte.

SECTION 15: Effective Date. The ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.

PASSED, APPROVED, AND ADOPTED this ____ day of ____ 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 Ordinance No. 1266 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 ____ day of ____, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 7.e.

DATE: May 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Anthony R. Taylor, City Attorney

SUBJECT: CONSIDERATION OF APPROVAL OF ORDINANCE NO. 1267, AMENDING AND ADDING TO THE MUNICIPAL CODE SECTIONS RELATED TO THE PENALTIES AND THE UNAUTHORIZED USE OF THE CITY SEAL AND GRANTING THE CITY COUNCIL AUTHORITY TO AMEND BY RESOLUTION

SUMMARY: Staff is requesting that the City Council adopt Ordinance No. 1267, amending the Municipal Code to clarify the range of penalties for the unauthorized use of the City Seal. The Ordinance also allows for the City Council to amend the regulations on the use of the City Seal by resolution. Further, the Ordinance amends the Municipal Code to clarify the penalties applicable to violation of the South El Monte Municipal Code (SEMMC).

RECOMMENDED ACTION: Staff recommends City Council:

1. Waive further reading and introduce Ordinance No. 1267, amending the SEMMC Chapter 1.08 to clarify the range of penalties that apply to the unauthorized use of the City Seal and that allows the City Council to amend the chapter on use of the City Seal by resolution as well as to amend Section 1.16.010A to clarify the application of the penalty to SEMMC violations; and
2. Adopt said ordinance at the next regular city council meeting.

FISCAL/FINANCIAL IMPACT: There will be no fiscal impact to the City for this ordinance.

DISCUSSION: This agenda item updates the enforcement tools concerning any misuse of the City's Seal consistent with applicable law. The City has an interest in wishing to protect its official seal from the unauthorized use because of the potential of fraud, deception, misrepresentation, and/or abuse in addition to unwanted affiliation. The City desires to clarify its regulations regarding the unauthorized use of the City Seal by adding Section 1.08.050 that provides the unauthorized use of the City Seal is a misdemeanor for serious violations. In some instances a warning letter could result

in compliance with these regulations concerning the unauthorized use of the City Seal. However, in other instances fines could be necessary for more serious violations and those fines must be applied consistently with the existing provisions of the Municipal Code.

The Ordinance also amends the Municipal Code to add Section 1.08.060 that will grant the City Council the authority to amend the use of the City Seal by resolution. The purpose of allowing the City Council to make future amendments by resolution provides an efficient and effective way to make quick and relevant changes to the City's policy when necessary.

For the language of the new Sections 1.08.050 and 1.08.060 please see the attached Ordinance.

Further, upon review of the SEMMC and enforcement of the City's City Seal regulations, staff is recommending an amendment to Section 1.16.010. It is proposed to amend Section 1.16.010A so as to allow for serious violations to be prosecuted as a misdemeanor even if the City utilizes an administrative citation process.

ATTACHMENT(S):

- A. Ordinance No. 1267

ORDINANCE NO. 1267

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SOUTH EL MONTE RELATED TO THE CITY SEAL AND
AMENDING THE CITY OF SOUTH EL MONTE'S MUNICIPAL
CODE SECTION TO ADD 1.08.050 AND 1.08.060 TO CHAPTER
1.08 OF TITLE 1 AND AMENDING SECTION 1.16.010A TO
CLARIFY THE PENALTY PROVISION

WHEREAS, consistent with applicable law and in light of new legal developments since the last update to this section of the municipal code, the City of South El Monte (the "City") wishes to protect its official seal from all unauthorized uses to prevent fraud, deception, misrepresentation, and/or abuse; and

WHEREAS, the City has established regulations for the use of the City Seal at South El Monte Municipal Code ("SEMMC") Chapter 1.08; and

WHEREAS, the City desires to amend the SEMMC to add section 1.08.050 to Chapter 1.08 to more clearly state how the unauthorized use of the City Seal can be enforced; and

WHEREAS, the City desires to amend the SEMMC to add section 1.08.060 to Chapter 1.08 so that the City Council has the authority to make future amendments to the use of the City Seal regulations by Resolution; and

WHEREAS, the City desires to amend SEMMC section 1.16.010A to clarify that serious violations of the SEMMC may be prosecuted as a misdemeanor even if the City utilizes the administrative citation process; and

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

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

SECTION 2: 1.08.050 (Unauthorized Use of City Seal—Misdemeanor) of Title 1 (General Provisions) of the South El Monte Municipal Code is hereby amended to read in its entirety as follows:

"1.08.050 Unauthorized Use of City Seal—Misdemeanor"

"Any person who violates this chapter is guilty of a misdemeanor."

SECTION 3: 1.08.060 (Use of City Seal Amendment Authorization—Resolution) of Title 1 (General Provisions) of the South El Monte Municipal Code is hereby amended to include and read in its entirety as follows:

"1.08.060—Use of City Seal Amendment Authorization—Resolution"

"The city council shall have the authority to amend this chapter, on the use of the city seal and any exceptions, by resolution."

SECTION 4: 1.16.010A (Violations) of Title 1 (General Provisions) of the South El Monte Municipal Code is hereby amended to read in its entirety as follows:

“1.16.010 Violations

A. In General. No person shall violate any provision, or shall fail to comply with any requirement, of this Code. Violations of, and failures to comply with, this Code are punishable as set forth in this section. Each person violating any provision, or failing to comply with any requirement of this Code, is guilty of a misdemeanor unless such a violation is designated as an infraction or subsequently prosecuted as an infraction, in which case such person is guilty of an infraction. Any violation of, or failure to comply with, any provision of this Code may be prosecuted as a misdemeanor, as an infraction or through the administrative penalty procedure in the discretion of the city prosecutor. Each person shall be guilty of a separate offense for each and every violation and for each and every day during any portion of which any violation is committed, continued, or permitted by such person and shall be punishable accordingly.”

SECTION 5: Effective Date. The ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.

SECTION 6: The City Clerk shall certify to the adoption of this ordinance, and shall cause the same to be posted and codified in the manner required by law.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 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 Ordinance No. 1267, was duly passed and approved by the South El Monte City Council at a regular meeting of said Council held on ___ day of ____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 7.f.

DATE: May 24, 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. 23-49, AUTHORIZING SUBMITTAL OF APPLICATION TO THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) FOR USED OIL PAYMENT PROGRAM THROUGH CALRECYCLES'S USED OIL RECYCLING PROGRAM

SUMMARY: Staff seeks adoption of Resolution No. 23-49 to be eligible to submit an application for CalRecycle's Used Oil Recycling Program.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-49, authorizing submittal of application for CalRecycle payment programs and related authorizations; and
2. Authorize the City Manager or designee to execute all documents as the signature authority.

FISCAL/FINANCIAL IMPACT: There is no cost to the City to submit an application for CalRecycle's Used Oil Program. If the City is selected for award, it will receive a minimum award of \$5,000 from CalRecycle that can be used within a twenty-four month period for maintaining the City's used oil recycling programs.

DISCUSSION: CalRecycle administers a program, the Used Oil Recycling Program, to provide opportunities for local governments and other eligible jurisdictions to receive payments for used oil and used oil filter collection/recycling programs. This program is currently in its thirteenth cycle and awards select cities with a minimum award of \$5,000 that can be used over a period of twenty-four months. Awarded funds can be used toward maintaining the City's used oil programs. Unused funding is returned to CalRecycle.

In order to submit an application for this program, the City must adopt a resolution that identifies a position within the City, that has signature authority, to sign all payment program-related documents necessary to implement and close-out projects. Resolution

No. 23-49 does two things: authorizes the submittal of an application for CalRecycle's Used Oil Payment Program and identifies the City Manager as the position within the City with signature authority to sign all payment program-related documents necessary to implement and close-out projects. This resolution includes rescinding Resolution No. 18-50 which authorized the Public Works Director as the authorized signature authority on behalf of the City.

Adopting Resolution No. 23-49 will ensure that the City can submit an application for this program by the program's due date of June 30, 2023.

Staff report prepared by Angie Hernandez, Community Development Analyst.

ATTACHMENT(S):

A. Resolution No. 23-49

RESOLUTION NO. 23-49

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AUTHORIZING SUBMITTAL BY THE CITY MANAGER OF
APPLICATION FOR PAYMENT PROGRAMS AND RELATED
AUTHORIZATIONS TO DEPARTMENT OF RESOURCES
RECYCLING AND RECOVERY (CALRECYCLE)

RECITALS

A. Pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments for the establishment or maintenance of a used oil program to qualifying jurisdictions; and

B. In furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

C. CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

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

SECTION 1. The City of South El Monte is authorized to submit an application to CalRecycle for any and all payment programs offered;

SECTION 2. The City Manager, or his/her designee, is hereby authorized to execute all documents (the "Signature Authority") necessary to implement and secure payment offered by CalRecycle relating to CalRecycle's payment programs to make payments for the establishment or maintenance of a used oil program;

SECTION 3. Rescinding Resolution No. 18-50; and

SECTION 4. This authorization is effective until rescinded by the City Council.

PASSED, APPROVED AND ADOPTED this 24th day of May 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. 23-49, was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 24th day of May 2023, and that said Resolution was adopted by the following vote:

AYES: Councilmember(s)
NOES: Councilmember(s)
ABSENT: Councilmember(s)
ABSTAIN: Councilmember(s)

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 7.g.

DATE: May 24, 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 TO REJECT ALL BIDS AND RE-ADVERTISE REQUEST FOR PROPOSAL (RFP) FOR LIGHTING AND MECHANICAL ENERGY EFFICIENCY UPGRADE SERVICES FOR SOUTH EL MONTE AUTONOMOUS BUILDING CONTROLS RETROFIT PROJECT

SUMMARY: The City received one proposal during the RFP process. Staff recommends the City re-advertise the RFP in order to receive at least two (2) proposals for service and price comparisons.

RECOMMENDED ACTION: Staff recommends City Council reject the one proposal received and authorize re-advertising the RFP to provide implementation of Lighting and Mechanical Energy Efficiency upgrades (DOE Project).

FISCAL/FINANCIAL IMPACT: There is no fiscal impact.

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

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

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

On June 22, 2021, Council approved the South El Monte Autonomous Building Controls Retrofit Project Funding Agreement between the City and the DOE, and authorized the City Manager to execute the agreement and take all actions necessary to effectuate the agreement.

On March 28, 2023, Council approved to release the RFP for mechanical and lighting

energy efficient upgrade services for the South El Monte autonomous building controls retrofit project.

On April 27, 2023, City staff received one proposal.

Staff is requesting City Council reject the one proposal and provide authorization to re-advertise the RFP in order to receive at least two (2) proposals for service and price comparisons.

Staff report prepared by Angie Hernandez, Community Development Analyst.

ATTACHMENT(S):

A. Autonomous Building Controls Retrofit RFP

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

May 25, 2023



DELIVERY ADDRESS

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

CONTACT INFORMATION FOR INQUIRIES

contact via e-mail only, no telephone calls

Rene Salas
City Manager
rsalas@soelmonte.org

REQUIRED NUMBER OF PROPOSALS

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

PRE-PROPOSAL MEETING

None

PROPOSAL DUE DATE

June 8, 2023; 12:00 PM

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Attachments:

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

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

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

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

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

Attachment A-6 - Scope of Work – Mechanical Energy Efficiency Upgrades at Community Center

Attachment B - Affidavit of Non-Collusion

Attachment C - Claims History

Attachment D - Sample Public Works Agreement

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



To interested and qualified Consultants:

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

Requirements for this RFP are enclosed.

In order to be considered in the selection process, interested parties shall submit three (3) hard copies and one (1) electronic copy (pdf) of their Proposals no later than 12:00 PM, June 8, 2023, to:

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

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

Rene Salas
Community Development Director
rsalas@soelmonte.org

Late proposals will not be accepted.

Sincerely,

Rene Salas
Community Development Director
City of South El Monte

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

May 25, 2023

1. GENERAL INFORMATION

A. Community Profile

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

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

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

B. Overview

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

2. PROJECT DESCRIPTION

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

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

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

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

3. RFP SCHEDULE

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

Request for Proposals Posted and Issued	May 25, 2023
Deadline for Receipt of Proposals (RFP Due Date)	June 8 2023, 12 :00 PM
Evaluation of proposals	June 2023
Final Consultant Selection	June /July 2023
Contract Awarded by City Council	July / August 2023
Contract Execution	July / August 2023
Notice to Proceed	July / August 2023

4. SCOPE OF SERVICES

Please see Attachments A-1 – A-5.

5. KEY PERSONNEL

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

6. CITY'S STANDARD PUBLIC WORKS AGREEMENT

The RFP includes a sample of City's Public Works Agreement as Attachment D. Proposers shall review the Agreement and provide a statement that they will comply with

all aspects of the Agreement, or provide any comments that they would like the City to consider. The City Attorney will review any comment received and make a final decision if all or part or any of such comments may be considered.

7. INSURANCE COVERAGE LIMITS AND REQUIREMENTS

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

8. CONSULTANT SELECTION METHODOLOGY

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

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

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

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

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

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

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

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

9. PREVAILING WAGE RATES

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

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

10. CONTRACT AWARD

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

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

11. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

Please submit your Technical Proposal in the format specified below:

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

Table of Contents: Provide contents of proposal.

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

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

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

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

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

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

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

Section 8. Required Attachments:

Below attachments shall be signed and submitted with the proposal:

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

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

following section.

12. FEE ESTIMATE PROPOSAL SUBMITTAL

Fee Proposal shall be submitted in a separate sealed envelope.

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

13. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Rene Salas
City Manager
rsalas@soelmonte.org

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

14. PROPOSAL SUBMITTAL PROTOCOL

Interested and qualified firms shall submit their proposals as follows:

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

TECHNICAL PROPOSAL

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

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

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

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

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

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

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

FEE PROPOSAL

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

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

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

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

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

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

Proposal submittal due date is:

June 8, 2023, 12:00 pm

Proposals shall be addressed to:

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

Late proposals will not be accepted.

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

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

contractual expenses are defined as expenses incurred by proposers and the selected consultant, if any, in:

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

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

END OF RFP

ATTACHMENTS TO FOLLOW

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

ATTACHMENT A

SCOPES OF WORK

[see attached]

City of South El Monte

Senior Center

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

A111CMC4-P2Z

Prepared For:

Senior Center
1556 Central Ave
South El Monte, CA 91733

Prepared By:

Southern California Regional Energy Network (SoCalREN)

Scope and Technical Specifications Developed By:

TRC Companies

May 17, 2023



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 2.2 Exterior Lighting Retrofits 11

A Project Supported by SoCalREN

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

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

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

Disclaimer

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

1) Executive Summary

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

Disclaimer

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

1.1 Overview of EEMs

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

- Interior Lighting Controls Upgrade
- Exterior LED Fixtures

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

2) General

2.1 Terms and Conditions

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

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

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

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

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

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

2.2 Prevailing Wages

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

2.3 Meetings

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

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

2.4 Logistics

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

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

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

2.5 Time Schedule for the project

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

2.6 Bid Schedule

- a) RFP's that include a separate fee schedule as an attachment shall be received no later than 12:00 pm on 06/08/2023 via email to City Contact; Rene Salas, City Manager at rsalas@soelmonte.org or in-person at South El Monte City Hall – 1415 Santa Anita Ave, South El Monte CA 91733.
- b) Finalized Scope of Work including all applicable RFP revisions will be issued no later than 05/25/2023.

3) Submittals

Contractor will provide submittals as outlined below:

3.1 Preconstruction

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

- a) Proposed construction schedule with major milestones indicated. May include, but not limited to:
 - Equipment order
 - Anticipated equipment delivery date
 - Construction start and completion by site or major area



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

3.2 Warranty Requirements

Warranty documentation for all the installed fixtures and controls.

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

3.3 Training

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

3.4 Close-Out

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

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

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

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

4) General Guidance for Lighting Projects

Description of Scope

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

Interior Lighting Controls Upgrade

- Install Title 24-2022 required controls, as applicable

Exterior Lighting Retrofits

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

4.1 Interior Lighting Controls Upgrade

This measure proposes to install occupancy sensors for all the spaces. The contractor shall perform the job walk to verify the number of occupancy sensors needed for all the spaces. Before the job walk, the contractor shall provide the cost per occupancy sensor assuming standard conditions for implementation. The following provides additional performance specifications for the proposed controls.

Controls

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

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

Implementation

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

4.2 Exterior Lighting Retrofits

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

Equipment

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

Exterior LED Upgrades

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

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

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

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

Controls

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

Implementation

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

City of South El Monte

Senior Center

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

A111CMC4-P2Z

Prepared For:

Senior Center
1556 Central Ave
South El Monte, CA 91733

Prepared By:

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

Scope and Technical Specifications Developed By:

TRC Companies

May 17, 2023

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A Project Supported by SoCalREN

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

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

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

Disclaimer

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

1) Executive Summary

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

- Gas Electric Packaged Rooftop Unit Replacement

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

The Following parties are involved during the project construction:

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

2) General

2.1 Terms and Conditions

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

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

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

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

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

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

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

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

2.2 Prevailing Wages

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

2.3 Meetings

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

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

2.4 Logistics

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

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

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

2.5 Time Schedule for the project

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

2.6 Bid Schedule

- a) RFP's that include a separate fee schedule as an attachment shall be received no later than 12:00 pm on 06/08/2023 via email to City Contact; Rene Salas, City Manager at rsalas@soelmonte.org or in-person at South El Monte City Hall – 1415 Santa Anita Ave, South El Monte CA 91733.
- b) Finalized Scope of Work including all applicable RFP revisions will be issued no later than 05/25/2023.

3) Submittals

Contractor will provide submittals as outlined below:

3.1 Preconstruction

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

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

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

3.2 Warranty Requirements

Warranty documentation for all the installed equipment and controls.

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

3.3 Training

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

3.4 Close-Out

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

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

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

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

4) Execution of Mechanical Projects

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

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

4.1 Technical Specifications

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

4.1.1 Gas Electric Packaged Rooftop Unit Replacement

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

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

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

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

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

4.2 Testing, Adjustment, and Balancing

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

4.3 Implementation Verification

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

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

4.4 Measurement and Verification

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

4.5 Training

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

City of South El Monte

Mini Center

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

A111CWB1-P2Z

Prepared For:

Mini Center
1824 Central Ave
South El Monte, CA 91733

Prepared By:

Southern California Regional Energy Network (SoCalREN)

Scope and Technical Specifications Developed By:

TRC Companies

May 17, 2023



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A Project Supported by SoCalREN

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

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

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

Disclaimer

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

1) Executive Summary

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

Disclaimer

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

1.1 Overview of EEMs

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

- Interior Lighting Controls Upgrade
- Exterior LED Fixtures

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

2) General

2.1 Terms and Conditions

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

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

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

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

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

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



2.2 Prevailing Wages

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

2.3 Meetings

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

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

2.4 Logistics

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

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

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

2.5 Time Schedule for the project

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

2.6 Bid Schedule

- a) RFP's that include a separate fee schedule as an attachment shall be received no later than 12:00 pm on 06/08/2023 via email to City Contact; Rene Salas, City Manager at rsalas@soelmonte.org or in-person at South El Monte City Hall – 1415 Santa Anita Ave, South El Monte CA 91733.
- b) Finalized Scope of Work including all applicable RFP revisions will be issued no later than 05/25/2023.

3) Submittals

Contractor will provide submittals as outlined below:

3.1 Preconstruction

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

- a) Proposed construction schedule with major milestones indicated. May include, but not limited to:
 - Equipment order
 - Anticipated equipment delivery date
 - Construction start and completion by site or major area

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

3.2 Warranty Requirements

Warranty documentation for all the installed fixtures and controls.

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

3.3 Training

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

3.4 Close-Out

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

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

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

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

4) General Guidance for Lighting Projects

Description of Scope

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

Interior Lighting Controls Upgrade

- Install Title 24-2022 required controls, as applicable

Exterior Lighting Retrofits

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

4.1 Interior Lighting Controls Upgrade

This measure proposes to install occupancy sensors for all the spaces. The contractor shall perform the job walk to verify the number of occupancy sensors needed for all the spaces. Before the job walk, the contractor shall provide the cost per occupancy sensor assuming standard conditions for implementation. The following provides additional performance specifications for the proposed controls.

Controls

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

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

Implementation

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

4.2 Exterior Lighting Retrofits

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

Equipment

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

Exterior LED Upgrades

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

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

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

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

Controls

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

Implementation

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

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

City of South El Monte

Mini Center

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

A111CWB1-P2Z

Prepared For:

Mini Center
1824 Central Ave
South El Monte, CA 91733

Prepared By:

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

Scope and Technical Specifications Developed By:

TRC Companies

May 17, 2023

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A Project Supported by SoCalREN

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

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

Disclaimer

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

1) Executive Summary

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

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

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

The Following parties are involved during the project construction:

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

2) General

2.1 Terms and Conditions

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

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

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

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

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

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

2.2 Prevailing Wages

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

2.3 Meetings

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

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

2.4 Logistics

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

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

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

2.5 Time Schedule for the project

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

2.6 Bid Schedule

- a) RFP's that include a separate fee schedule as an attachment shall be received no later than 12:00 pm on 06/08/2023 via email to City Contact; Rene Salas, City Manager at rsalas@soelmonte.org or in-person at South El Monte City Hall – 1415 Santa Anita Ave, South El Monte CA 91733.
- b) Finalized Scope of Work including all applicable RFP revisions will be issued no later than 05/25/2023.

3) Submittals

Contractor will provide submittals as outlined below:

3.1 Preconstruction

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

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

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

3.2 Warranty Requirements

Warranty documentation for all the installed equipment and controls.

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

3.3 Training

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

3.4 Close-Out

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

- a) Final signed-off punch list

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

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

4) Execution of Mechanical Projects

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

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

4.1 Technical Specifications

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

4.1.1 Gas Electric Packaged Rooftop Unit Replacement

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

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

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

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

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

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

4.1.1 Gas Electric Wall Mounted Unit Replacement

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

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

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

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

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

4.2 Testing, Adjustment, and Balancing

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

4.3 Implementation Verification

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

4.4 Measurement and Verification

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

4.5 Training

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

City of South El Monte
Community Center

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

A111CWB3-P2Z

Prepared For:

Community Center
1530 Central Ave
South El Monte, CA 91733

Prepared By:

Southern California Regional Energy Network (SoCalREN)

Scope and Technical Specifications Developed By:

TRC Companies

May 17, 2023



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A Project Supported by SoCalREN

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

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

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

Disclaimer

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

1) Executive Summary

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

Disclaimer

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

1.1 Overview of EEMs

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

- Interior Lighting Controls Upgrade
- Exterior LED Fixtures

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

2) General

2.1 Terms and Conditions

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

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

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

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

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

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

2.2 Prevailing Wages

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

2.3 Meetings

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

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

2.4 Logistics

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

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

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

2.5 Time Schedule for the project

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

2.6 Bid Schedule

- a) RFP's that include a separate fee schedule as an attachment shall be received no later than 12:00 pm on 06/08/2023 via email to City Contact; Rene Salas, City Manager at rsalas@soelmonte.org or in-person at South El Monte City Hall – 1415 Santa Anita Ave, South El Monte CA 91733.
- b) Finalized Scope of Work including all applicable RFP revisions will be issued no later than 05/25/2023.

3) Submittals

Contractor will provide submittals as outlined below:

3.1 Preconstruction

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

- a) Proposed construction schedule with major milestones indicated. May include, but not limited to:
 - Equipment order
 - Anticipated equipment delivery date
 - Construction start and completion by site or major area

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

3.2 Warranty Requirements

Warranty documentation for all the installed fixtures and controls.

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

3.3 Training

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

3.4 Close-Out

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

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

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

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

4) General Guidance for Lighting Projects

Description of Scope

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

Interior Lighting Controls Upgrade

- Install Title 24-2022 required controls, as applicable

Exterior Lighting Retrofits

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

4.1 Interior Lighting Controls Upgrade

This measure proposes to install occupancy sensors for all the spaces. The contractor shall perform the job walk to verify the number of occupancy sensors needed for all the spaces. Before the job walk, the contractor shall provide the cost per occupancy sensor assuming standard conditions for implementation. The following provides additional performance specifications for the proposed controls.

Controls

- Contractor shall furnish and install all necessary lighting control devices in order to comply with all state, local, and federal codes, including but not limited to Title 24-2022 Section 130.2. Depending on lighting power density and building configuration, these controls may include:
 - Multi-level dimming controls
 - Occupancy sensors
- Contractor is responsible for identifying if power packs are needed for new occupancy sensors and performing the required installation work including but not limited to:
 - Sensor Mounting
 - Fixture and sensor connection
 - Low voltage wiring
- Contractor shall provide automatic-wall-switch occupancy sensor suitable for mounting in a single gang switchbox. Contractor shall replace the existing toggle switch with wall-switch occupancy sensors.
- Contractor shall provide new lighting controls sensors free of defect and capable of controls based on occupancy and daylighting.
- Contractor shall identify emergency lighting fixtures and verify the occupancy sensors do not interfere with their function.
- Sensors shall be UL listed.

- All lighting control sensors shall be warranted for a period of no less than five years.
- Sensing technologies shall be dual technology sensors. The occupancy sensor system shall not emit or interfere with any electronic device or human assistive devices.
- Sensors shall be either surface-mounted or recessed compatible with the site's existing construction.

Implementation

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

4.2 Exterior Lighting Retrofits

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

Equipment

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

Exterior LED Upgrades

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

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

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

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

Controls

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

Implementation

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

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

City of South El Monte
Community Center

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

A111CWB3-P2Z

Prepared For:

Community Center
1530 Central Ave
South El Monte, CA 91733

Prepared By:

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

Scope and Technical Specifications Developed By:

TRC Companies

May 17, 2023

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A Project Supported by SoCalREN

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

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

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

Disclaimer

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

1) Executive Summary

The Community Center at the city of South El Monte (“City”) is a single-story, approximately 20,000 square feet building. The building is usually occupied between 1PM and 6PM during weekdays and closed on weekends. The building is served by twelve (12) packaged rooftop units with DX cooling coils and gas heating 2.5 – 20 tons in size. All heating ventilation and air conditioning (HVAC) units are controlled by programmable thermostats. The City of South El Monte is planning various energy efficiency upgrades at the Community Center including the following measures:

- Gas Electric Packaged Rooftop Unit Replacement
- Domestic Hot Water Heater Replacement

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

The Following parties are involved during the project construction:

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

2) General

2.1 Terms and Conditions

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

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

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

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

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

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

2.2 Prevailing Wages

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

2.3 Meetings

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

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

2.4 Logistics

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

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

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

2.5 Time Schedule for the project

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

2.6 Bid Schedule

- a) RFP's that include a separate fee schedule as an attachment shall be received no later than 12:00 pm on 06/08/2023 via email to City Contact; Rene Salas, City Manager at rsalas@soelmonte.org or in-person at South El Monte City Hall – 1415 Santa Anita Ave, South El Monte CA 91733.
- b) Finalized Scope of Work including all applicable RFP revisions will be issued no later than 05/25/2023.

3) Submittals

Contractor will provide submittals as outlined below:

3.1 Preconstruction

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

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

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

3.2 Warranty Requirements

Warranty documentation for all the installed equipment and controls.

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

3.3 Training

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

3.4 Close-Out

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

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

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

4) Execution of Mechanical Projects

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

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

4.1 Technical Specifications

The City is planning various HVAC upgrades and DHW equipment upgrade. The proposed equipment is to be furnished and installed by the Contractor to meet the performance specifications provided below. The

Contractor is responsible for identifying any modifications or changes to the proposed equipment selection and is responsible for obtaining written approval from the City to adopt any equipment schedule modifications or changes.

4.1.1 Gas Electric Packaged Rooftop Unit Replacement

Site	Description	Existing Units					Proposed Units			
		Manufacturer	Model/ Serial	Cooling Tons	Heating MBH	Recommended Manufacturer	Cooling Tons	Min IEER/ SEER	Heating MBH	HSPF/COP
Community Center	Gas Electric Packaged Rooftop Unit	CARRIER GLOBAL CORP.	48TJD016	15	300	Carrier	15	14.5 IEER	300	3.2 COP
	Gas Electric Packaged Rooftop Unit	CARRIER GLOBAL CORP.	48TJD016	15	300	Carrier	15	14.5 IEER	300	3.2 COP
	Gas Electric Packaged Rooftop Unit	CARRIER GLOBAL CORP.	48TJD024	20	360	Carrier	20	13.5 IEER	360	3.2 COP
	Gas Electric Packaged Rooftop Unit	CARRIER GLOBAL CORP.	48SB- 030040301	2.5	40	Carrier	2.5	15.0 SEER	40	8.2 HSPF
	Gas Electric Packaged Rooftop Unit	CARRIER GLOBAL CORP.	48SB- 030040301	2.5	40	Carrier	2.5	15.0 SEER	40	8.2 HSPF
	Gas Electric Packaged Rooftop Unit	CARRIER GLOBAL CORP.	48TJE004	3.0	60	Carrier	3.0	15.0 SEER	60	8.2 HSPF
	Gas Electric Packaged Rooftop Unit	CARRIER GLOBAL CORP.	48GSN0360 40	3.0	40	Carrier	3.0	15.0 SEER	40	8.2 HSPF
	Gas Electric Packaged Rooftop Unit	CARRIER GLOBAL CORP.	48GSN0360 40	3.0	40	Carrier	3.0	15.0 SEER	40	8.2 HSPF
	Gas Electric Packaged Rooftop Unit	CARRIER GLOBAL CORP.	48TJD024	20	360	Carrier	20	13.5 IEER	360	3.2 COP
	Gas Electric Packaged Rooftop Unit	CARRIER GLOBAL CORP.	48GSN0300 G0301	2.5	40	Carrier	2.5	15.0 SEER	40	8.2 HSPF

Site	Description	Manufacturer	Existing Units			Proposed Units				
			Model/ Serial	Cooling Tons	Heating MBH	Recommended Manufacturer	Cooling Tons	Min IEER/ SEER	Heating MBH	HSPF/COP
	Gas Electric Packaged Rooftop Unit	CARRIER GLOBAL CORP.	48HJD005	4.0	60	Carrier	4.0	15.0 SEER	60	8.2 HSPF
	Gas Electric Packaged Rooftop Unit	CARRIER GLOBAL CORP.	48HJD007	6.0	60	Carrier	6.0	15.0 IEER	60	3.4 COP

The City is planning to replace the twelve (12) existing gas electric packaged rooftop units (RTUs) at the Community Center with new Title 24 compliant packaged heat pump units. The following outlines the responsibilities the Contractor is accountable for with respect to the packaged rooftop unit replacement at this site:

- Contractor shall disconnect and remove the twelve (12) existing gas electric packaged RTUs. The Contractor is responsible for the removal and disposal of the existing RTUs in accordance with local, state and federal regulations, and the Contractor will provide all the necessary equipment, labor, and materials to safely accomplish said removal and disposal. The Contractor shall recover and dispose of the refrigerant from the existing rooftop units per U.S. Environmental Protection Agency (EPA) guidelines.
- Contractor shall furnish and install twelve (12) packaged rooftop heat pumps from Carrier. If the Contractor is not able to furnish Carrier units meeting the minimum efficiency requirements from the above table, the contractor shall recommend other manufacturers meeting the above requirements after consulting with the City.
- The new units shall fully support the integration of third-party control systems through the BACnet protocol. They shall be furnished and installed with BACnet MS/TP and/or BACnet IP capable controllers to meet this requirement.
- The new units shall have operating efficiencies compliant with 2023 Title 24 minimum efficiency requirements. See above table.
- Contractor shall provide all labor, materials, equipment, accessories, etc., required for the design, purchase, delivery, and installation of twelve (12) new packaged rooftop heat pumps. All materials and equipment furnished for this job shall be in current production and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned, or discontinued equipment or materials are not acceptable.
- The units must be factory packaged and tested according to ARI, ASHRAE, UL, and any other applicable code standards.
- All work shall be performed in accordance with current applicable building, plumbing, electrical, and HVAC codes. The Contractor shall be responsible for obtaining all necessary permits.

- Contractor shall conduct a survey of the existing undersized electrical service and upgrade it to be compatible with the new packaged rooftop heat pumps. Contractor shall analyze the existing electrical service configuration, power, and capacity.
- The twelve (12) packaged rooftop heat pumps shall be sized to meet or exceed the cooling, heating, and ventilation loads of the present RTUs, whichever best meets the facility needs and budget.
- The twelve (12) packaged rooftop heat pumps shall not exceed 5% above existing HVAC unit weight.
- Contractor shall inspect the existing ductwork and perform any repairs as needed. The Contractor shall perform duct leak remediation as required in compliance with 2023 Title 24 Standards and Regulations, Section 110 (or prevailing Title 24).
- Contractor shall verify the existing electrical connections to the existing RTUs prior to ordering the new units and shall provide a new fused disconnect switch, fused to provide maximum over-current protection required by the new unit, and make additional modifications to the circuit breaker and/or electrical feeders serving the unit if a larger breaker and/or feeders are required.
- PassiveLogic shall be notified at least 4 weeks in advance before the removal of the old HVAC equipment to coordinate the proper disconnection and/or removal of the temperature and relative humidity sensors in the existing rooftop units.
- Contractor shall remove the existing gas connections to the rooftop units.
- Any electrical wiring from the source to the newly installed units is the Contractor's responsibility.
- Contractor shall inspect the existing concrete pad and repair as necessary to ensure the pad can accommodate the new units. The Contractor shall provide curb adapters and all associated roofing required to install new units on existing roof curbs and provide a weather-tight installation of new units.
- All installations shall be in accordance with manufacturer's recommendations.
- Contractor shall install/implement control sequences to include but not limited to:
 - o Equipment Start/Stop
 - o Economizer Control (Units with mechanical cooling capacity greater than 54,000 Btu/hr)
 - o Economizer Fault Detection and Diagnostics (Units with mechanical cooling capacity greater than 54,000 Btu/hr)
 - o All other 2023 Title-24 Required Controls
- Contractor shall ensure the new HVAC units are programmed to comply with the City's requests.
- Contractor shall install smoke detector and connect to existing fire alarm systems if required by code.

- Contractor shall develop and supply comprehensive documentation and supporting materials associated with the sequence of operations developed for the twelve (12) packaged rooftop heat pumps for the City's reference and future use.
- Contractor shall ensure that appropriate testing, adjusting and balancing measurements are used to ensure compliance with minimum ventilation requirements per code.
- Contractor is responsible for the start-up and commissioning of the twelve (12) packaged rooftop heat pumps. All systems must be fully functional and operational after installation. If follow-up work is required to correct installation, the City shall not be charged. The Contractor shall provide a system manual and a detailed commissioning report with all the findings and equipment submittals.
- Contractor shall train key City staff on operation and general maintenance of the units. Prior to leaving the job site, the Contractor shall provide the City with all manufacturers' warranty documents upon completion of installation and training.
- Contractor shall respond to inquiries within 24 hours and will service any non-working units on the day of the call during the warranty period. The City will not be responsible for any additional costs to repair or replace new equipment or parts that are still under warranty; the Contractor is responsible for all liability.
- Unless otherwise specified, the Contractor shall unconditionally guarantee the labor and the materials used in performance of this contract within the specified guidelines and recommendations of the manufacturer's warranty. If any defects or signs of deterioration are noted which in the City's opinion are due to faulty workmanship or materials, the Contractor shall be notified and shall make the necessary repairs to correct any deficiency in the system at the Contractor's expense.

4.1.2 Upgrade Domestic Hot Water Heater

This measure proposes replacing the existing 65-gallon natural gas domestic storage water heater with more efficient condensing natural gas storage water heater. The following provides more detail on the proposed equipment and procedural requirements.

General Scope

- Install 65-gallon condensing natural gas water heater with capacity of at least 320,000 BTU and thermal efficiency of at least 96%.
- Contractor shall provide all materials, equipment, and labor necessary for the removal and replacement of the existing water heater.
- Work includes isolating, draining and removing existing water heater and all associated connections and controls; furnish and install a new commercial water heater at the facility to include drain pan, 2" Styrofoam insulation under water heater, mixing valve, expansion tank, pressure relief valve, thermometers, circulation pump, thermostat, earthquake strapping, all associated copper piping, fitting and valves to connect to existing copper piping; fill, drain, refill and flush the system; test for leaks; test pressure relief valve, ensure new system meets current Title 24 code efficiency and requirements.

- Contractor shall install automatic leak detector and provide controls to shut off the water heater when leak is detected.
- The water heater shall have digital display with built-in diagnostic and troubleshooting information. Tank shall be 65-gallon capacity and designed with appropriate working pressure to meet the load.
- Contractor shall provide new circulation pump if needed. Contractor shall provide all materials, equipment to neutralize the condensate and install condensate pump if needed.
- The water heater drain pan shall be made of metal and sit on top of 2" of styrofoam insulation pad. The drain pan drain shall be tied into an existing copper drain line from the old water heater pressure relief valve.
- New lead-free ball valves shall be installed to allow for isolation of cold water, hot water, circulation pump, and mixing valve. New check valves and unions shall be installed where needed. New copper piping configuration will be required to install a mixing valve and expansion tank according to manufacture recommendations and code.
- In addition to the 2" Styrofoam pad under the water heater, all piping shall be covered with a minimum of 1" white fiberglass insulation. Care shall be taken not to cover any valves, check valves or unions. Water type and direction of flow vinyl markers shall be placed on top of the insulation to clearly define the pipe contents.

4.2 Testing, Adjustment, and Balancing

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

4.3 Implementation Verification

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

4.4 Measurement and Verification

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

4.5 Training

Contractor shall provide necessary training required for the installed controlled system, including maintenance, commissioning, and detailed documentation relevant to training for the City's reference.

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

ATTACHMENT B

AFFIDAVIT OF NON-COLLUSION

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

I state that:

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

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

(Authorized Signature)

(Name of Company/Position)

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

Notary Public for California

My Commission Expires: _____

ATTACHMENT C

CLAIMS HISTORY

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

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

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

ATTACHMENT D

SAMPLE PROFESSIONAL SERVICES AGREEMENT

[see attached]

PUBLIC WORKS AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

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

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

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. WORK OF CONTRACTOR

1.1 Scope of Work.

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

1.2 Bid Documents.

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

1.3 Compliance with Law.

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

1.4 Compliance with California Labor Law.

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

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

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

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

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

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

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

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

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

Contractor's Authorized Initials _____

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

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

1.5 Licenses, Permits, Fees and Assessments.

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

1.6 Familiarity with Work.

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

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

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

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

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

1.7 Protection and Care of Work and Materials.

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

1.8 Warranty.

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

1.9 Further Responsibilities of Parties.

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

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

1.10 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("Change Order"). All Change Orders must be signed by the Contractor and Contract Officer prior to commencing the extra work thereunder.

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

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

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

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

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

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

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

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

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

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director

of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

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

3.5 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

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

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

4.2 Status of Contractor.

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

4.3 Contract Officer.

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

4.4 Independent Contractor.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or

appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

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

5.4 Notification of Third-Party Claims.

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

5.5 Performance and Labor Bonds.

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

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

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

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

5.6 Sufficiency of Insurer or Surety.

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

5.7 Substitution of Securities.

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

5.8 Release of Securities.

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes.

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

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

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

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

7.8 Termination Prior to Expiration of Term.

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

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and

prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

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

7.11 Unfair Business Practices Claims.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of South El Monte, 1415 Santa Anita Avenue, South El Monte, California 91733, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section. All correspondence relating to this Agreement shall be serialized consecutively.

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Contractor's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONTRACTOR:

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF WORK

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

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

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

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

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

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

A.

B.

C.

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

PERFORMANCE BOND

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

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

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

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

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

Executed on _____ 20____.

PRINCIPAL

(Seal if Corporation)

By_____

Title_____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

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

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

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

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

PAYMENT BOND
(Labor and Material Bond)

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

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

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

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

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

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

Executed on _____, 20____.

PRINCIPAL

(Seal if Corporation)

By_____

Title_____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

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

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

(Attach Acknowledgment)

SURETY

By_____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

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

WORKERS COMPENSATION INSURANCE CERTIFICATE

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

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

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

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

POLICY NUMBER EXPIRATION DATE LIMITS OF LIABILITY

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

Employers' Liability:

\$_____ Each Accident

\$_____ Disease - Policy Limit

\$_____ Disease - Each Employee

Named Insured (Contractor) Insurance Company

Street Number Street Number

City and State City and State

By_____
(Company Representative)

(SEE NOTICE ON NEXT PAGE)

Insurance Company Agent for Service
of Process in California:

Name

Agency

Street Number

City and State

Telephone Number

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

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

NOTICE:

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

ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY

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

Name and address of Insurance Company ("Company")

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(signatures on following page)

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

Executed _____, 20_____

Signature of Authorized Representative

Telephone No.: (_____) _____

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

ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

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

Name and address of Insurance Company ("Company")

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

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

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

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

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

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

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

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

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

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

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

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

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

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM/TO

LIMITS OF
LIABILITY

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

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

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

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

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

(signatures on following page)

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

Executed _____, 20____

Signature of Authorized Representative

Telephone No.: (_____) _____

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

ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

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

Name and address of Insurance Company ("Company")

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

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

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

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

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

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

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

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

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

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

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

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

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

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM/TO

LIMITS OF
LIABILITY

☐ Following Form

☐ Umbrella Liability

☐ _____

11. Applicable underlying coverages:

INSURANCE COMPANY

POLICY NO.

AMOUNT

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

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

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

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

(signatures on following page)

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

Executed _____, 20____

Signature of Authorized Representative

Telephone No.: (_____) _____

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



City Council Agenda Report

Agenda Item No. 7.h.

DATE: May 24, 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. 23-50, APPROVING REVISED AMENDMENT TO MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) AND THE CITY OF SOUTH EL MONTE FOR PARTICIPATION IN THE SAN GABRIEL VALLEY REGIONAL VEHICLE MILES TRAVELED (VMT) ANALYSIS MODEL

SUMMARY: The City Council has previously approved a similar amendment to the MOA, the SVGCOG is seeking a slightly revised contract amendment. The proposed amendment makes similar changes to the City's participation in the regional Vehicle Miles Traveled analysis model. Staff is recommending approval of the revised amendment.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt resolution 23-50, approving Amendment No. 2 to the MOA; and
2. Authorize the City Manager to execute the amendment.

FISCAL/FINANCIAL IMPACT: The updated MOA amendment will result in payments to the SVGCOG in an amount not exceed \$29,979.00.

DISCUSSION: City Staff came to the City Council on April 11, 2023 to seek authorization for the City Manager to execute an amendment to the Memorandum of Agreement (MOA) with the San Gabriel Valley Council of Governments (SVGCOG). The Council gave the City Manager to execute the amendment. However, when the approved draft was sent to SVGCOG for signature, SVGCOG sought to have an updated amendment approved by the City Council. Note, the updated MOA amendment is substantially similar to the previously approved amendment. For further background, see the April 11, 2023 staff report attached.

ATTACHMENT(S):

- A. Resolution No. 23-50

- B. Revised Amendment No. 2
- C. April 11, 2023 Staff Report

ATTACHMENT A

RESOLUTION NO. 23-50

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 2 TO THE MEMORANDUM OF AGREEMENT (MOA) WITH THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) FOR PARTICIPATION IN THE SAN GABRIEL VALLEY REGIONAL VEHICLE MILEAGE TRAVELED (VMT) ANALYSIS MODEL AND ALLOCATION OF \$15,000 IN MEASURE M FUNDS FOR ADDITIONAL SERVICES

WHEREAS, the passage of SB 743 (Steinberg, 2013) changes how transportation impacts are measured under the California Environmental Quality Act (CEQA) in the review of land use and transportation plans and projects, and the Governor's Office of Planning and Research (OPR) selected Vehicle Miles Traveled (VMT) as the preferred metric to comply with SB 743; and

WHEREAS, on March 24th, 2020, the City Council approved an MOA with the SGVCOG to participate in the San Gabriel Valley Regional Vehicle Miles Traveled (VMT) Analysis Model to assist the City of South El Monte ("City") with completing VMT requirements under SB 743; and

WHEREAS, the VMT Analysis Model will be utilized to analyze project related VMT to determine whether transportation impacts from proposed developments will constitute a significant environmental impact under the California Environmental Quality Act (CEQA); and

WHEREAS, this amendment (Amendment No. 2) to the MOA allows for updates to the model and the scope of work under the MOA, and requires an increase in the contract of \$15,000; and

WHEREAS, Amendment No. 2 also extends the term of the MOA up to and including April 1, 2028; and

WHEREAS, the South El Monte City Council now wishes to approve Amendment No. 2 to the MOA with SGVCOG.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South El Monte as follows:

SECTION 1. The City Council finds that the above recitals are true and correct and are hereby incorporated by reference.

SECTION 2. The City Council hereby approves Amendment No. 2 to the MOA for participating in the Regional VMT Analysis and direct the City Manager to take all actions necessary to effectuate the Amendment No. 2.

SECTION 3. The City Council hereby approves the use of Measures M fund balance to cover the cost of \$15,000 for the services required by Amendment No. 2. The City Council further directs the City Manager to take all actions necessary to effectuate the use of Measure M funds for these services.

SECTION 4. Resolution 23-31 is hereby rescinded.

SECTION 5. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 24th day of May, 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. 23-50 was passed and approved by the City Council of the City of South El Monte, at an adjourned regular meeting of said Council held on the 24th day of May 2023 and that said Resolution was adopted by the following vote:

AYES: Councilmember(s):

NOES: Councilmember(s):

Donna G. Schwartz, City Clerk

ATTACHMENT B

AMENDMENT NO. 2

TO

MEMORANDUM OF AGREEMENT BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE CITY OF SOUTH EL MONTE FOR PARTICIPATION OF THE SAN GABRIEL VALLEY REGIONAL VMT ANALYSIS MODEL

This Second Amendment to Memorandum of Agreement (“Amendment No. 2”) is made and entered into as of date executed by both parties, by and between the San Gabriel Valley Council of Governments, a joint powers authority (“SGVCOG”) and the City of South El Monte (“City”) with reference to the following:

A. The SGVCOG and the City entered into that certain Memorandum of Agreement dated as of April 11, 2023, which is incorporated herein by this reference (the “MOA”).

B. The MOA assigned various responsibilities to the parties wherein the SGVCOG was to retain a consultant to create a program for cities, including the City, to implement a Regional VMT Analysis Model (PROGRAM) to streamline the City’s VMT-related impact analyses and ensure successful compliance with Senate Bill 743.

C. The SGVCOG’s consultant performed analysis and created a Regional VMT Model and Assessment Tool which the City was able to utilize for the purposes set forth in the MOA, which was based on the Southern California Associated Governments (SCAG) RTP Model (2016).

D. SCAG has adopted a new model, the RTP Model (2020), which was not available prior to the regulatory deadline for implementing Senate Bill 743 and at the time the SGVCOG’s consultant created the Regional VMT Model and Assessment Tool were created.

E. The effect of SCAG’s adoption of the new model is that the Regional VMT Model and Assessment Tool created by the SGVCOG’s consultant, if used by the City, may not meet requirements of the California Environmental Quality Act (CEQA), which requires the most current available data when a project’s environmental impacts are being analyzed.

F. The SGVCOG and the City desire to have the SGVCOG’s consultant update the Regional VMT Model and Assessment Tool so it can continue to be used to fulfill the purpose set forth in the MOA.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the MOA.

2. Revised Scope of Services. Exhibit "A" of the Agreement entitled "Scope of Work", is modified to include additional services as outlined in Exhibit "A", attached hereto and incorporated herein by this reference.

3. Term of MOA. The term of the MOA as set forth in Article I, thereof, shall be extended up to and including April 1, 2028.

4. Responsibilities of the Parties.

Article II.A. Subsection 7 shall be deleted in its entirety and replaced with the following:

- "7. Submit three invoices to the City, in an amount that does not exceed \$29,979.00, as follows:
- The payment of the first invoice will be due within thirty (30) days upon the City's receipt of the first invoice for \$12,229.00.
 - The payment of the second invoice will be due by September 30, 2020 for an amount that does not exceed \$2,750.00.
 - The payment of the third invoice will be due by July 31, 2023 for an amount that does not exceed \$15,000.00."

Article II.A setting forth SGVCOG's responsibilities shall be amended to add the following:

- "8. Amend the contract with its consultant to update the PROGRAM based on the SCAG RTP Model (2020) to fulfill the purpose of the MOA."

5. Other Terms and Conditions. Article VII of the MOA shall be amended to add the following:

- L. Should the data utilized to update the PROGRAM as set forth in this Amendment No. 2 be revised at some point in the future in such a manner that the SGVCOG reasonably determines has rendered the PROGRAM non-compliant with CEQA, the SGVCOG may discontinue the PROGRAM or upon further amendment to the MOA, the SGVCOG and City may agree to update the PROGRAM.

6. Integration. This Amendment No. 2 and all attachments hereto (if any) shall integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This Amendment No. 2 amends, as set forth herein, the Agreement and except as specifically amended hereby, the Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Amendment No. 2 and the terms and provisions of the Agreement, the terms and provisions of this Amendment No. 2 shall control.

IN WITNESS hereof, the parties enter into this Amendment No. 2 on the date executed by both parties.

"CITY"

"SGVCOG"

By: _____
_____, City Manager

By: _____
Marisa Creter, Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

_____, City Attorney

David DeBerry, General Counsel



City Council Agenda Report

Agenda Item No. 7.d.

DATE: April 11, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: CONSIDERATION OF RESOLUTION NO. 23-31, AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE MEMORANDUM OF AGREEMENT WITH THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) FOR PARTICIPATION IN THE SAN GABRIEL VALLEY REGIONAL VEHICLE MILEAGE TRAVELED ANALYSIS MODEL

SUMMARY: On March 24th, 2020, the City Council approved an Memorandum of Agreement (MOA) with the SGVCOG to participate in the San Gabriel Valley Regional VMT Analysis Model. This Amendment No. 2 will add a web-based Regional VMT Analysis Tool ("Analysis Tool") to the scope of work, increase the compensation to be paid to SGVCOG by \$ 2,750 and extend the term of the MOA to April 1, 2028. The 2nd Amendment will also require a payment not to exceed \$15,000 from each City, which will go toward completing the model VMT analysis with more up to date data.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt 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 (VMT) Analysis Model & Tool Update; and
2. Authorize City Manager to execute the amendment.

FISCAL/FINANCIAL IMPACT: After receiving confirmation from 24 cities to participate in the study, the SGVCOG confirmed that the total cost per city to participate in the study would not exceed \$15,000 for the entirety of the five-year contract (including the update phase and maintenance and SGVCOG project management costs). Staff will utilize Measure M Fund balance to cover the cost.

DISCUSSION: The passage of SB 743 (Steinberg, 2013) changes how transportation impacts are measured under the California Environmental Quality Act (CEQA) in the review of land use and transportation plans and projects. SB 743 removed automobile

delay as the primary measure of transportation impacts of environmental significance and required the Governor's Office of Planning and Research (OPR) to develop revisions to CEQA Guidelines establishing criteria for determining the significance of transportation impacts. OPR subsequently selected VMT as the preferred metric to comply with SB 743.

As a result of these changes, lead agencies under CEQA were required to analyze project-related VMT to determine whether transportation impacts from a given development would constitute a significant environmental impact under CEQA beginning July 1, 2020. In order to properly evaluate impacts, it was necessary for local agencies to establish methodologies and quantified thresholds from which to determine levels of significance.

After receiving requests from a majority of the San Gabriel Valley cities to lead a regional effort to assist cities with completing these VMT requirements, the San Gabriel Valley Council of Governments (SGVCOG) conducted a comprehensive Request-for-Proposals (RFP) process. As a result, Fehr & Peers was selected as the most qualified firm to provide professional consultant services to complete the San Gabriel Valley Regional VMT Analysis Model. This project analyzed existing traffic conditions in the region to arrive at a baseline standard from which to determine significance thresholds for future land use and transportation projects. It resulted in recommendations for establishing methodology, thresholds, and technical tools and procedures for CEQA analysis and transportation impacts of land use and transportation projects and plans in 27 San Gabriel Valley cities, including City of South El Monte. Following interest from cities and a contract amendment, Fehr & Peers also created a web-based tool to allow cities to assess whether a proposed development would trigger significant impacts under CEQA, given their set thresholds and the requirements of SB 743. Fehr & Peers has been contracted to continue maintaining that tool until July 2025.

The existing VMT model, thresholds, and web-based tool are based on the SCAG RTP Model (2016), which is a TransCAD model. The SCAG RTP Model (2020), which is an activity-based model (ABM), was not available prior to the regulatory deadline of July 1, 2020 for implementing SB 743. CEQA requires the most currently available data be used for conducting environmental impact analyses. Therefore, the model, thresholds, and web-based tool must be updated to reflect the current SCAG RTP Model (2020), along with the updated CAPCOA Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity (December 2021). SGVCOG has worked with our consultant, Fehr & Peers, to draft a new scope of work to perform this update and continued maintenance of the tool for five years.

Given that the new work will begin before the term of the previous contract has concluded (July 2025), there will be two years of maintenance work. Therefore, cities who choose to participate in this update will be credited a proportionate amount for the unused budget from those two years.

ATTACHMENT(S):

- A. Resolution No. 23-31
- B. Amendment No. 2
- C. Amendment No. 1
- D. Original Memorandum of Agreement

ATTACHMENT A

RESOLUTION NO. 23-31

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 2 TO THE MEMORANDUM OF AGREEMENT (MOA) WITH THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) FOR PARTICIPATION IN THE SAN GABRIEL VALLEY REGIONAL VEHICLE MILEAGE TRAVELED (VMT) ANALYSIS MODEL AND ALLOCATION OF \$15,000 IN MEASURE M FUNDS FOR ADDITIONAL SERVICES

WHEREAS, the passage of SB 743 (Steinberg, 2013) changes how transportation impacts are measured under the California Environmental Quality Act (CEQA) in the review of land use and transportation plans and projects, and the Governor's Office of Planning and Research (OPR) selected Vehicle Miles Traveled (VMT) as the preferred metric to comply with SB 743; and

WHEREAS, on March 24th, 2020, the City Council approved an MOA with the SGVCOG to participate in the San Gabriel Valley Regional Vehicle Miles Traveled (VMT) Analysis Model to assist the City of South El Monte ("City") with completing VMT requirements under SB 743; and

WHEREAS, the VMT Analysis Model will be utilized to analyze project related VMT to determine whether transportation impacts from proposed developments will constitute a significant environmental impact under the California Environmental Quality Act (CEQA); and

WHEREAS, this amendment (Amendment No. 2) to the MOA allows for updates to the model and the scope of work under the MOA, and requires an increase in the contract of \$15,000; and

WHEREAS, Amendment No. 2 also extends the term of the MOA up to and including April 1, 2028; and

WHEREAS, the South El Monte City Council now wishes to approve Amendment No. 2 to the MOA with SGVCOG.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South El Monte as follows:

SECTION 1. The City Council finds that the above recitals are true and correct and are hereby incorporated by reference.

SECTION 2. The City Council hereby approves Amendment No. 2 to the MOA for participating in the Regional VMT Analysis and direct the City Manager to take all actions necessary to effectuate the Amendment No. 2.

SECTION 3. The City Council hereby approves the use of Measures M fund balance to cover the cost of \$15,000 for the services required by Amendment No. 2. The City Council further directs the City Manager to take all actions necessary to effectuate the use of Measure M funds for these services.

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

PASSED, APPROVED AND ADOPTED this 11th 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. 23-31 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 11th day of April 2023 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

AMENDMENT NO. 2

TO

**MEMORANDUM OF AGREEMENT MEMORANDUM OF AGREEMENT BETWEEN
THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE CITY OF
SOUTH EL MONTE FOR PARTICIPATION OF THE SAN GABRIEL VALLEY
REGIONAL VMT ANALYSIS MODEL**

This Second Amendment to Memorandum of Agreement (“Amendment No. 2”) is made and entered into as of date executed by both parties, by and between the San Gabriel Valley Council of Governments, a joint powers authority (“SGVCOG”) and the City of South El Monte (“City”) with reference to the following:

A. The SGVCOG and the City entered into that certain Memorandum of Agreement dated as of March 24, 2020, which is incorporated herein by this reference (the “MOA”).

B. The MOA assigned various responsibilities to the parties wherein the SGVCOG was to retain a consultant to create a program for cities, including the City, to implement a Regional VMT Analysis Model (PROGRAM) to streamline the City’s VMT-related impact analyses and ensure successful compliance with Senate Bill 743.

C. The SGVCOG’s consultant performed analysis and created a Regional VMT Model and Assessment Tool which the City was able to utilize for the purposes set forth in the MOA, which was based on the Southern California Associated Governments (SCAG) RTP Model (2016).

D. SCAG has adopted a new model, the RTP Model (2020), which was not available prior to the regulatory deadline for implementing Senate Bill 743 and at the time the SGVCOG’s consultant created the Regional VMT Model and Assessment Tool were created.

E. The effect of SCAG’s adoption of the new model is that the Regional VMT Model and Assessment Tool created by the SGVCOG’s consultant, if used by the City, may not meet requirements of the California Environmental Quality Act (CEQA), which requires the most current available data when a project’s environmental impacts are being analyzed.

F. The SGVCOG and the City desire to have the SGVCOG’s consultant update the Regional VMT Model and Assessment Tool so it can continue to be used to fulfill the purpose set forth in the MOA.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the MOA.

2. Revised Scope of Services. Exhibit "A" of the Agreement entitled "Scope of Work", is modified to include additional services as outlined in Exhibit "A", attached hereto and incorporated herein by this reference.

3. Term of MOA. The term of the MOA as set forth in Article I, thereof, shall be extended up to and including April 1, 2028.

4. Responsibilities of the Parties.

Article II.A setting forth SGVCOG's responsibilities shall be amended to add the following:

- "8. Amend the contract with its consultant to update the PROGRAM based on the SCAG RTP Model (2020) to fulfill the purpose of the MOA.
9. Submit three invoices to the City, in an amount that does not exceed \$29,979.00, as follows:
 - The payment of the first invoice will be due within thirty (30) days upon the City's receipt of the first invoice for \$12,229.00.
 - The payment of the second invoice will be due by September 30, 2020 for an amount that does not exceed \$2,750.00.
 - The payment of the third invoice will be due by July 31, 2023 for an amount that does not exceed \$15,000.00."

5. Other Terms and Conditions. Article VII of the MOA shall be amended to add the following:

- N. Should the data utilized to update the PROGRAM as set forth in this Amendment No. 2 be revised at some point in the future in such a manner that the SGVCOG reasonably determines has rendered the PROGRAM non-compliant with CEQA, the SGVCOG may discontinue the PROGRAM or upon further amendment to the MOA, the SGVCOG and City may agree to update the PROGRAM.

6. Integration. This Amendment No. 2 and all attachments hereto (if any) shall integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This Amendment No. 2 amends, as set forth herein, the Agreement and except as specifically amended hereby, the Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Amendment No. 2 and the terms and provisions of the Agreement, the terms and provisions of this Amendment No. 2 shall control.

IN WITNESS hereof, the parties enter into this Amendment No. 2 on the date executed by both parties.

“CITY”

“SGVCOG”

By: _____
Rene Salas, City Manager

By: _____
Marisa Creter, Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Anthony R. Taylor , City Attorney

David DeBerry, General Counsel

Exhibit A Scope of Work

A. Consultant Work

For purposes of this Scope of Work, the term “Client” shall mean the SGVCOG and those member agencies which have entered into an agreement with SGVCOG to share in the cost of the Scope of Work set forth herein. During the term of the Agreement, and pursuant to its terms and conditions, F&P agrees to provide to Client the following services and deliverables:

Work Product

F&P will perform tasks necessary to update the VMT Assessment Tool. F&P will also perform tasks necessary to update existing city thresholds for VMT impacts under CEQA, as required by SB 743. SGVCOG’s VMT Assessment Tool was developed in 2020 and is based on the SCAG RTP Model (2016), which is a TransCAD model. The SCAG RTP Model (2020), which is an activity-based model (ABM), was not available prior to the regulatory deadline of July 1, 2020 for implementing SB 743. CEQA requires the most currently available data be used for conducting environmental impact analyses, as such, this scope of work describes updates to the SGVCOG VMT Assessment Tool to reflect the current SCAG RTP Model (2020) and the updated CAPCOA Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity (December 2021) (GHG Handbook).

TASK 8: PROJECT MANAGEMENT, COORDINATION, AND MEETINGS

Task 8.1 Kickoff Meeting

Fehr & Peers will attend a kick-off meeting with SGVCOG staff. The purpose of the meeting will be to discuss the goals, objectives, and member cities’ expectations for the study.

This meeting will cover an overview of the scope, schedule and deliverables for the Project as follows:

- Staffing
- Schedule
- Subarea engagement
- Actions local jurisdictions may need to consider (e.g., potential changes to thresholds and baselines)

F&P will also discuss and outline the key questions that will need to be addressed as part of this effort:

- How will the change to ABM affect VMT estimates and forecasts?
- What VMT reduction strategies are considered feasible for mitigation purposes under the updated CAPCOA Guidance?
- How will the Tool be updated to reflect these changes to VMT calculations/forecasts and mitigation options?
- If the SGVCOG member agencies, SCAG, and/or Metro implement a VMT bank option, can the Tool be updated to calculate the VMT fee to mitigate a project?

Additionally, F&P will discuss communications protocol, invoicing requirements, and other key items to ensure the project is initiated correctly.

- Deliverable 1.1.1: Kickoff Meeting documentation and action items

Task 8.2 Regular Status Update Meetings

Fehr & Peers staff will prepare for and attend up to twelve (12) internal meetings, coinciding with Tasks 2, 3, and 4, with the SGVCOG Project Manager (and other SGVCOG staff as identified) (once to twice a month depending on activity), which will be conducted by Teams calls. These meetings will cover status updates on deliverables, any upcoming meetings with cities/subareas, and budget/invoicing. F&P have found that such meetings are critical to making decisions over the course of the project.

- Deliverable 1.2.1: Twelve (12) Monthly Meeting agendas, minutes, and action items

Task 8.3 Agency Coordination

In addition to the kick-off meeting and internal status update meetings, Fehr & Peers will participate in five (5) meetings with member agency staff to discuss the outcome of Task 2. Notes on action items and project decisions shall be documented and provided to the SGVCOG Project Manager within two weeks of the meeting. Agendas will be prepared by mutual agreement between Fehr & Peers and the SGVCOG Project Manager and distributed by SGVCOG. Meeting arrangements will also be made by SGVCOG.

- Deliverable 1.3.1: Five (5) Stakeholder Meeting agendas, presentations, meeting minutes, and list of action items

TASK 9: PREPARE DATA FOR VMT TOOL UPDATE

Task 9.1 SCAG Coordination and Development of VMT Methodology Using SCAG ABM

The initial step will be to review the current baseline data derived from the SCAG ABM model for Los Angeles County and compare it with data derived from the SCAG 2016 RTP (TransCAD model). The comparison will cover existing and future VMT data for the following metrics:

- Citywide VMT
- VMT per capita
- Household VMT per capita
- Work VMT per employee
- VMT per service population

This analysis will require close coordination with SCAG staff to appropriately convert the ABM outputs (using scripts) for incorporation into the SGVCOG VMT Assessment Tool. This review and comparison will provide the basis for assessing and potentially updating the preferred VMT screening and threshold options in the subsequent portions of this task.

The VMT accounting between the SCAG ABM Model and the 2016 RTP TransCAD model are different. For example, the 2016 RTP TransCAD model uses home-based trips in the VMT per capita calculation (trip-based VMT) and the ABM model uses the home-based tours in the calculation, as illustrated in the following graphics. F&P will provide a detailed description of each metric and describe the differences in the calculations derived from the two models.

- Deliverable 2.1.1: SCAG RTP 2020 baseline model run
- Deliverable 2.1.2: SCAG RTP 2040 model run
- Deliverable 2.1.3: Comparison of SCAG RTP 2016 (existing model runs prepared for SGVCOG Tool) to SCAG RTP 2020 model runs
- Deliverable 2.1.4: Draft Technical Memorandum on Baseline VMT Methodology and Baseline Data Comparison of the SCAG 2016 RTP and SCAG 2020 RTP model outputs. The memo will include documentation of coordination with SCAG.

- Deliverable 2.1.5: Final Technical Memorandum on Baseline VMT Methodology and Baseline Data Comparison of the SCAG 2016 RTP and SCAG 2020 RTP model outputs. The memo will include documentation of coordination with SCAG.

Task 9.2 Develop VMT by Zone and Regional Averages

Fehr & Peers, in coordination with SCAG, will develop VMT outputs by traffic analysis zone (TAZ), city, subarea, and the SGVCOG region using the SCAG 2020 RTP/SCS Activity Based Model (ABM). This effort will require development, review, and approval of scripts, review of TAZ VMT outputs, and aggregation of TAZ VMT outputs to develop city, subarea, and subregional averages by VMT type.

- Deliverable 2.2.1: SCAG Coordination Meeting Notes
- Deliverable 2.2.2: Excel file with ABM outputs for each member agency, each subarea, SGVCOG region, and SCAG region
- Deliverable 2.2.3: Draft Memorandum documenting SCAG 2020 RTP/SCS ABM Outputs for different jurisdictional boundaries (city, subarea, and SGVCOG region)
- Deliverable 2.2.4: Final Memorandum documenting SCAG 2020 RTP/SCS ABM Outputs for different jurisdictional boundaries (city, subarea, and SGVCOG region)

Task 9.3 Summary of SCAG 2020 ABM Updated VMT Metrics

Fehr & Peers will prepare information that will be shared with each participating member city to provide the differences in the VMT outputs (SCAG 2016 vs SCAG 2020). In addition, F&P will produce maps to show where the VMT screening outcome is different between SCAG 2016 vs SCAG 2020 (for example, places that were VMT efficient under SCAG 2016 and are not longer under the SCAG 2020 ABM model and visa versa). Note that the Task 1.3 Agency Coordination meeting would happen as part of this sub-task to discuss the next steps and whether changes to their thresholds would be needed (see Task 3).

- Deliverable 2.3.1: Technical Memorandum and Maps Template
- Deliverable 2.3.2: Twenty-eight (28) Technical Memorandums (one for each participating member agency) with maps documenting the comparison of SCAG 2016 RTP/SCS TransCAD and SCAG 2020 RTP/SCS ABM VMT outputs for different jurisdictional boundaries (city, subarea, SGVCOG region, and SCAG region)

Task 9.4 Review List of TDM Strategies To Support Updating the VMT Assessment Tool To Reflect the 2021 CAPCOA GHG Handbook

The existing SGVCOG VMT Assessment Tool incorporated the CAPCOA guidance from 2010 into the mitigation function of the tool. CAPCOA identified a number of GHG/VMT reduction strategies (e.g., travel demand management or TDM measures) accompanied by methods to estimate VMT reduction. This guidance has since been superseded by the new *CAPCOA Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity* (December 2021). The new guidance reduces the number of VMT reduction options, and it generally reflects a more conservative VMT estimation for various TDM options. Fehr & Peers will provide a summary of the changes between the 2010 and 2021 CAPCOA guidance and provide recommendations for updates needed in the VMT Assessment Tool to reflect the latest guidance.

- Deliverable 2.4.1: Draft Technical Memorandum Describing Changes in CAPCOA

Guidance and Recommendations for Updating the VMT Assessment Tool with the current data.

- Deliverable 2.4.2: Final Technical Memorandum Describing Changes in CAPCOA Guidance and Recommendations for Updating the VMT Assessment Tool with the current data.

TASK 10: VMT THRESHOLDS AMENDMENTS FOR PARTICIPATING CITIES

Fehr & Peers will share and discuss the results of Task 2 with participating cities (indicated as the Task 1.3 Agency Coordination meetings). These discussions will focus on similarities or differences between the VMT estimates calculated by each model. In addition, F&P will discuss the changes in CAPCOA guidance and recommendations for updating the VMT Assessment Tool. F&P will prepare recommendations for each city, which may include revisions to adopted baseline (e.g., city, subarea, SGVCOG region), updates to project screening, and/or changes to the adopted thresholds. In addition, F&P will confirm which TDM measures from the CAPCOA 2021 GHG Handbook should be included.

F&P will also discuss the state of the practice as it relates to establishing VMT thresholds throughout the State of California and within the Southern California Region.

Based on the outcome of Task 2 some participating cities may wish to update their VMT baseline, significance thresholds, or the geographic area that the thresholds are based on. The following tasks are provided for those participating agencies that wish to make changes and/or present the new findings to stakeholders/elected officials.

Task 10.1 Staff Reports and Public Hearings Support

For participating cities that request changes to their baseline or significance thresholds, Fehr & Peers will support amendments to adopted thresholds by assisting with staff reports, preparing presentations for public hearings, and/or presenting at public hearings.

- Deliverable 3.1.1: VMT threshold recommendations for each participating city provided as a brief memorandum (executive summary of the Task 2 deliverables with brief recommendations tailored to each city)
- Deliverable 3.1.2: Staff report/presentation support for up to 28 participating cities
- Deliverable 3.1.3: Presentations at 56 public hearings for up to 28 participating cities (56 virtual meetings)

Task 10.2 Update Thresholds of Significance in the VMT Assessment Tool

As part of Task 4 (VMT Assessment Tool Updates), Fehr & Peers will incorporate changes to baseline or significance thresholds requested by participating cities. All Tool updates will be completed at one time for all cities that request a change to ensure the most efficient use of programming time.

- Deliverable 3.2.1: Update VMT thresholds in the SGVCOG VMT Assessment Tool

Task 10.3 Update TIA Guidelines

Fehr & Peers will update the TIA guidelines for each of the participating cities (as-needed) to reflect changes to VMT baselines or thresholds of significance.

- Deliverable 3.3.1: Update the VMT sections of the TIA guidelines for each participating city, as needed to reflect amendments to VMT significance thresholds.

TASK 11: VMT ASSESSMENT TOOL UPDATE

Fehr & Peers will utilize the results of Tasks 2 and 3 to update the SGVCOG VMT Assessment Tool.

Task 11.1 Prepare Data for Tool Update

Fehr & Peers will use the results of Task 2 to update the VMT data in the SGVCOG VMT Assessment Tool.

- Deliverable 4.1.1: Summary of Data Scripts

Task 11.2 VMT Assessment Tool Updates

Fehr & Peers will update the VMT Assessment Tool to reflect the changes. In addition, the tool documentation will be updated to reflect changes to the tool. This task assumes one round of review and revisions of updated tool.

- Deliverable 4.2.1: Update the SGVCOG VMT Assessment Tool's (version 1.0) documentation (metadata) to reflect updates
- Deliverable 4.2.2: Update the SGVCOG VMT Assessment Tool (version 1.0) to reflect the 2020 RTP/SCS ABM and the 2021 CAPCOA guidance (based on Task 4.1 data preparation)
- Deliverable 4.2.3: Provide Beta version of the tool (SGVCOG VMT Assessment Tool version 2.0 - beta) for review by participating cities.
- Deliverable 4.2.4: Updated "for publish" SGVCOG VMT Assessment Tool version 2.0 based on 1 round of comments on the Beta version (up to 12 staff hours).

TASK 12: VMT ASSESSMENT TOOL DOCUMENTATION, HOSTING, UPDATES, AND MAINTENANCE; AND TECHNICAL USER (HELPDESK) SUPPORT

Task 12.1 Website Development

Modify the SGVCOG VMT Assessment Tool website to reflect updates to references (SCAG RTP 2020 and CAPCOA 2021), updates to metadata, and any other changes requested by SGVCOG and/or its participating member agencies.

- Deliverable 5.1.1: Update the VMT Assessment Tool website to reference updates

Task 12.2 Documentation, Regular Maintenance, and Annual Assessor Parcel Number updates

Fehr & Peers will continue to host, update, and maintain the current SGVCOG VMT Assessment Tool up until the updated Tool is available. F&P will document all changes to the Tool and provide this information to all Tool users. Due to changes implemented by ESRI, F&P are required to host the tool in a cloud hosted environment with its own license F&P will manage for SGVCOG. The annual cost of hosting will be passed through directly to SGVCOG with no mark-ups by Fehr & Peers. The new cloud-based format is anticipated to provide more stability, faster computing, and a safer environment for the SGVCOG VMT Assessment Tool and provides opportunity for SGVCOG to host additional spatial resources in the same environment only for the cost of production. Fehr & Peers will manage the ESRI licensing requirements, monitor and maintain the tool, provide all data updates in the tool, and implement and manage the hosting agreement with Azure. SGVCOG requested a five-year hosting agreement; however, given the unknown potential cost updates that either ESRI or Azure may implement each year, the costs for these are shown as actual year one costs only. Future year invoices for software and hosting by ESRI and Azure, respectively, will be passed through directly to SGVCOG. The budget shows an estimate for future year costs, but this is only an estimate.

At the end of the 5-year period, Fehr & Peers will prepare the SGVCOG VMT Assessment Tool for Transfer to SGVCOG unless a contract extension is executed. Note that major updates that are not already addressed in this scope (such as incorporating new versions of the model data/new TDM measure guidance in upcoming years) will require a separate scope/budget.

F&P anticipate that there will be updates necessary to reflect the 2024 SCAG So Cal Connect Plan since the model will be updated as part of the process. F&P anticipate that the model will remain an activity-based model (ABM) in the same modeling platform as used for the 2020 SCAG RTP/SCS. F&P expect that updating the tool with the 2024 RTP data will be relatively straightforward and that F&P can use the same scripts that are developed in Tasks 2.1/2.2 to convert the 2024 model output into the format needed to flow into the tool. F&P have included some additional budget for updating to the 2024 model data. Note that this scope does not include major updates resulting from the model type/version changing, or if the results from the model drastically change requiring additional coordination with cities.

- Deliverable 5.2.1: Continue to host, update, and maintain the SGVCOG VMT Assessment Tool V.1.0 until the Update is completed
- Deliverable 5.2.2: Host, update, and maintain the SGVCOG VMT Assessment Tool (V.2.0) in new cloud environment for five years beginning on the date of public release. Maintenance includes updating the tool to reflect the 2024 SCAG So Cal Connect Plan (assuming that the data is available within the five-year maintenance period)

Task 12.3 Technical (Helpdesk) Support

This contract includes approximately 24 staff hours per year over the 5-year period for technical support. F&P will notify the project manager when they have utilized 16 hours in a given year. Helpdesk will be billed on an hourly basis.

- Deliverable 5.3.1: Operate Helpdesk
- Deliverable 5.3.2: Document helpdesk requests and responses for inclusion in progress reports that accompany invoices

B. SGVCOG Work

During the term of the Agreement, and pursuant to its terms and conditions, SGVCOG agrees to provide participating member cities the following services related to project management and administration:

Services

Project Management for the life of the 5-year contract

- Coordinating meetings and communication with participating cities
- Overseeing consultant work
- Tracking program budget
- Contract monitoring and enforcement
- Accounting and invoicing
- Contract execution and amendments as necessary

C. Compensation

The City's share of the overall costs, which is inclusive of SGVCOG's project management fees, to complete the tasks is as follows:

Task	Description	Not to Exceed Amount
Tasks 1 – 7	Development of the Original VMT Analysis Model	\$12,229.00
	Web-Based Regional VMT Analysis Tool	\$2,750.00
Task 8 – 12	VMT Assessment Model & Tool Update	\$15,000.00
TOTAL		\$29,979.00

ATTACHMENT C

AMENDMENT NO. 1 TO MEMORANDUM OF AGREEMENT BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE CITY OF SOUTH EL MONTE FOR PARTICIPATION OF THE SAN GABRIEL VALLEY REGIONAL VMT ANALYSIS MODEL

This Amendment No. 1 (“Amendment”) to the Memorandum of Agreement Between the San Gabriel Valley Council of Governments (the “SGVCOG”) and the City of South El Monte (the “City”) For Participation of the San Gabriel Valley Regional VMT Analysis Model, dated March 24, 2020 (the “MOA”) shall be effective upon the date executed by both Parties hereto (“Effective Date”).

RECITALS

- A. SGVCOG and City entered into the MOA to develop the San Gabriel Valley Regional VMT Analysis Model; and
- B. SGVCOG and City hereby agree to amend the MOA pursuant to this Amendment to add a web-based Regional VMT Analysis Tool (“Analysis Tool”) to the scope of work, increase the compensation to paid to SGVCOG by \$2,750 and extend the term of the MOA to July 31, 2025.
- C. SGVCOG and City hereby agree to amend the Agreement under Amendment 01 to add a web-based Regional VMT Analysis Tool (“Analysis Tool”), which will include individual city data bases with VMT decision points as adopted by City, update on a quarterly basis the Los Angeles County Assessor Parcel data, and associated web-based mapping. Standard maintenance on all data and applications will be provided and data will be updated when new versions become available.

NOW THEREFORE, the Parties agree to amend the Agreement amended as follows:

- I. Article I. Term, shall be deleted in its entirety and replaced with the following:
“The term of this MOA shall commence upon execution of the MOA by the Parties and shall continue through July 31, 2025. Such term may be extended upon written agreement of both parties to this Agreement.”
- II. Article II. Responsibilities of the Parties, Section A. Subsections 1, 5, and 7 shall be deleted in their entirety and replaced with the following:
“1. Undertake procurement and management of consultant(s) to complete the Model and maintain the Analysis Tool. Execute contracts with the consultant for the development of the Model and maintenance of the Analysis Tool.

“5. Manage ongoing coordination of project calls with the Parties and the consultant throughout the development of the Model and maintenance of the Analysis Tool.

“7. Submit two invoices to the City, in an amount that does not exceed \$14,979.00, as follows:

- The payment of the first invoice will be due within thirty (30) days upon the City’s receipt of the first invoice for \$12,229.00.
- The payment of the second invoice will be due by September 30, 2020 for an amount that does not exceed \$2,750.00.”

III. Article II. Responsibilities of the Parties, Section B. Subsections 1 and 3 shall be deleted in their entirety and replaced with the following:

“1. Participate in coordination calls and meetings with all parties and consultant throughout the development of the Model and maintenance of the Analysis Tool, as necessary.

“3. Actively engage in the development of the Model and maintenance of the Analysis Tool including, but not limited to, promptly responding to all correspondence (phone calls and e-mail communications), responding to data requests, and attending any necessary meetings.”

IV. Article IV. Section A, shall be deleted in its entirety and replaced with the following:

“A “Default” under this MOA is defined as any one or more of the following: (i) failure of either Party to comply with the terms and conditions contained in this MOA; and/or (ii) failure of either Party to perform its obligations set forth herein satisfactorily or make sufficient progress towards completion of the Model and maintenance of the Analysis Tool.”

V. Integration. This Amendment amends, as set forth herein, the MOA and except as specifically amended hereby the MOA shall remain in full force and effect. To the extent there is any conflict between this Amendment and the MOA, the terms and provisions of this Amendment shall control. This Amendment and the MOA, including any exhibits attached to the MOA, integrate all the terms and conditions of the Parties’ agreement and supersede all negotiations with respect hereto.

The Parties hereby enter into this Amendment No. 1 upon the Effective Date as is set forth above.

CITY OF SOUTH EL MONTE

**SAN GABRIEL VALLEY COUNCIL OF
GOVERNMENTS**

By: RAB

Name: Rachel Barbosa

Title: City Manager

Date: 9/15/20

By: ma c

Name: Marisa Greter

Title: Executive Director

Date: 10/14/20

Approved as to Form:

Anthony Taylor
City Attorney

Approved as to Form:

[Signature]
SGVCOG General Counsel

ATTACHMENT D

**MEMORANDUM OF AGREEMENT
BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
AND THE CITY OF SOUTH EL MONTE FOR PARTICIPATION OF THE SAN
GABRIEL VALLEY REGIONAL VMT ANALYSIS MODEL**

This Memorandum of Agreement ("MOA" or "Agreement") is made as of March 24, 2020 by and between the City of South El Monte, a municipal corporation ("City"), and the San Gabriel Valley Council of Governments, a California joint powers authority ("SGVCOG"). City and SGVCOG may be referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS:

- A. SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies.
- B. City seeks to participate in the San Gabriel Valley Regional Vehicle Miles of Travel (VMT) Analysis Model (Model).
- C. City and SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOA.

NOW, THEREFORE, the Parties agree as follows:

I. TERM:

The term of this MOA shall commence upon execution of the MOA by the Parties and shall continue through the completion of all work completed under this MOA. The term of this MOA may be extended by mutual written agreement of the Parties.

II. RESPONSIBILITIES OF THE PARTIES:**A. SGVCOG.**

SGVCOG will:

1. Undertake procurement and management of consultant(s) to complete the Model. Execute a contract with the consultant for the development of the Model.
2. Manage all invoicing and billing.
3. Review draft deliverables prepared by the consultant for accuracy prior to submission to City.
4. Coordinate with the consultant to ensure consultant's participation in calls and meetings.
5. Manage ongoing coordination of project calls with the Parties and the consultant throughout the development of the Model.
6. Review and provide comments on draft communications and documents related to MOA products.
7. Submit one invoice to the City, in the amount that does not exceed \$14,855.00,

as follows:

- The payment of the invoice will be due within thirty (30) days upon the City's receipt of the invoice for one hundred percent (100%) of the total cost.

B. City.

City will:

1. Participate in coordination calls and meetings with all parties and consultant throughout the development of the Model, as necessary.
2. Provide a point-of-contact with name, title, and contact information. If the point-of-contact is reassigned or no longer with the City, a new point-of-contact must be designated within five (5) business days.
3. Actively engage in the development of the Model including, but not limited to, promptly responding to all correspondence (phone calls and e-mail communications), responding to data requests, and attending any necessary meetings.
4. Review and provide comments to consultant on deliverables as identified in the scope of work from the RFP for the Model, attached hereto as Exhibit "A" and incorporated herein by this reference.
5. Participate in check-in calls and/or meetings with consultant. Participate in coordination calls with all Parties, as necessary.
6. Approve within five (5) business days any deliverables that can be approved by staff or ten (10) business days any items that need to be approved by city attorney or city manager.
7. Pay the invoice submitted by the SGVCOG within thirty (30) days.

III. PROJECT MANAGEMENT:

A. Project Managers.

1. For the purposes of this MOA, SGVCOG designates the following individual as its Project Manager: Alexander Fung, Management Analyst.
2. For the purposes of this MOA, the City designates the following individual as its Project Manager: Rene Salas – Public Works/Planning Director

Either Party may change the designations set forth herein upon written notice to the other Party.

IV. DEFAULT: REMEDIES:

- A. Default. A "Default" under this MOA is defined as any one or more of the following: (i) failure of either Party to comply with the terms and conditions contained in this MOA; and/or (ii) failure of either Party to perform its obligations set forth herein satisfactorily or make sufficient progress towards completion of the Model.

- B. Remedies. In the event of a Default by either Party, the non-defaulting Party

will provide a written notice of such Default and thirty (30) days to cure the Default. In the event that the defaulting Party fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period and to the satisfaction of the non-defaulting Party, the non-defaulting Party may terminate this MOA. Such termination shall be effective immediately. The remedies described herein are non-exclusive. In the event of a Default by either Party, the non-defaulting Party shall have the right to seek any and all remedies available at law or in equity.

V. INDEMNIFICATION:

- A. City agrees to defend, indemnify, and hold free and harmless the SGVCOG, its elected and appointed boards, officials, officers, agents, employees, members, and volunteers, at City's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the SGVCOG, its elected and appointed boards, officials, officers, agents, employee members, and volunteers arising out of or relating to the acts or omissions of City in connection with this Agreement.
- B. SGVCOG agrees to defend, indemnify, and hold free and harmless the City, its elected officials, officers, agents, employees, and volunteers, at SGVCOG's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the City, its elected officials, officers, agents, employees, and volunteers arising out of or relating to the acts or omissions of SGVCOG in connection with this Agreement.

VI. INSURANCE:

- A. City and SGVCOG shall maintain and keep in full force and effect during the term of this MOA insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise in connection with City's or SGVCOG's performance of its obligations hereunder.

VII. OTHER TERMS AND CONDITIONS:

- A. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by electronic mail or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVCOG: Alexander Fung
 Management Analyst
 1000 S. Fremont Avenue, Unit 42
 Building A-10N, Suite 10-210
 Alhambra, CA 91803
 (626) 457-1800
 afung@sgvcog.org

with a copy to: Marisa Creter
Executive Director
1000 S. Fremont Avenue, Unit 42
Building A-10N, Suite 10-210
Alhambra, CA 91803
(626) 457-1800
mcreter@sgvcog.org

To City: Rachel Barbosa
City Manager
1415 Santa Anita Ave.
South El Monte, CA 91733
(626) 579-6540
rbarbosa@soelmonte.org

with a copy to: Rose Juarez
City Clerk
1415 Santa Anita Ave.
South El Monte, CA 91733
(626) 579-6540
rjuarez@soelmonte.org

with a copy to: City Attorney of South El Monte
Anthony Taylor
Aleshire & Wynder, LLP
18881 Von Karman Ave., Suite 1700
Irvine CA 92612

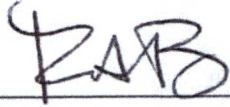
- B. No Partnership. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the Agreement, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party.
- C. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the Parties in interest at the time of such modification.
- D. Governing Law. This Agreement shall be governed by and construed under California law and any applicable federal law without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the Parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.
- E. Attorneys' Fees. In the event that there is any litigation or other legal proceeding between the Parties in connection with this Agreement, each Party shall bear its own

costs and expenses, including attorneys' fees.

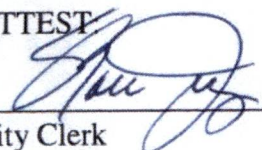
- F. Excusable Delays. Neither Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquakes, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.
- G. 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. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought.
- H. Headings. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- I. Assignment. Neither Party may assign its interest in this Agreement, or any part thereof, without the prior written consent of the other Party. Any assignment without consent shall be void and unenforceable.
- J. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- K. Authority to Execute. The person executing this Agreement on behalf of a Party warrant that they are duly authorized to execute this Agreement on behalf of said Party, and that by doing so said Party is formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

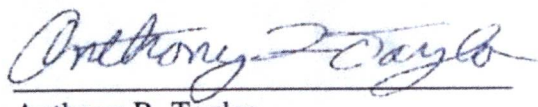
FOR THE CITY OF South El Monte

By: 
Rachel Barbosa
City Manager

Date: 3/31/2020

ATTEST

City Clerk

APPROVED AS TO FORM:


Anthony R. Taylor
City Attorney

FOR THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

By: Marisa Creter
Marisa Creter
Executive Director

Date: 04/14/2020

ATTEST:

Marisa Creter
Marisa Creter, Secretary

APPROVED AS TO FORM:

David DeBerry
David DeBerry
General Counsel

EXHIBIT A SCOPE OF WORK FOR SAN GABRIEL VALLEY REGIONAL VMT ANALYSIS MODEL

Task 1 - Project Management

Task 1.1- Kickoff Meeting. The Consultant shall conduct a kickoff meeting. The primary objectives will be to review scope, schedule, project goals and key issues.

Task 1.1 Deliverables: Meeting Notes and Materials for Kickoff Meeting.

Task 1.2 -Project Team Coordination. Monthly project team meetings, regular phone and email check-ins, and other communications will ensure the tasks listed in this SOW stay on schedule and within budget.

Task 1.2 Deliverables: Monthly Meeting Notifications, Agendas, and Notes.

Task 1.3- Invoicing and Contracts. The Consultant shall provide monthly invoices to the SGVCOG and coordinate any contracting paperwork/logistics.

Task 1.3 Deliverables: Monthly Invoices and Coordination on Contracts.

Task 2 - Methodology for Vehicle Miles Traveled

The Consultant shall review tools for estimating VMT in the study area. Based on this review, the Consultant shall develop a methodology for measuring Vehicle Miles Traveled (VMT) based on a method supported by the State of California Office of Planning and Research (OPR) in the implementation of SB 743 guidelines, including VMT screening. The findings and recommendations will be presented as a memorandum, and will consider projects' effect on both baseline and cumulative conditions, using separate methodologies if appropriate. The Consultant shall explore and depict existing practices and methodologies utilized by cities in regions similar to the San Gabriel Valley in the memorandum, explore options for dividing the San Gabriel Valley by districts or areas with different methodology tailored to each district/area (dependent on the intensity and type of existing land uses), and discuss options for capitalizing on multi-modal opportunities in a built-out community. This includes identifying applications when to institute VMT for purposes of evaluating incoming development.

Task 2 Deliverable: Memorandum Outlining Methodology for Vehicle Miles Traveled.

Task 3 - Develop VMT Thresholds and Mitigation Measures

For each participating City, the Consultant shall develop and establish VMT thresholds of significance for project-specific and cumulative impacts (Land- Use, Land-Use Plan, and Transportation projects) that promote (1) reduction of greenhouse gas emissions; (2) development of multi modal transportation networks; and (3) a diversity of land uses. Thresholds shall be for existing and proposed land uses that will be used for analyzing transportation impacts in CEQA analyses. The Consultant shall provide mitigation measures compliant with CEQA Guidelines Section 15064.3. The mitigation measures shall be developed based on Transportation Demand Management strategies available to reduce VMT as documented by State agencies and best practice research. Mitigation measures shall then be refined through application of specific

Transportation Demand Management measures to quantifiably mitigate potential VMT impacts. The Consultant shall identify ranges of effectiveness for the mitigation measures appropriate for each City, including transit, Transportation Demand Management, Active Transportation, and other trip/travel reduction strategies. The Consultant shall then coordinate with each City to determine which measures will be required as part of the project entitlement process and what measures will be optional. These items shall be presented in memorandum, with graphics and tables to present topics and concepts when appropriate.

Task 3 Deliverable: Memorandum on VMT Thresholds and Mitigation Measures for each participating City.

Task 4 - Develop VMT Evaluation Tool for Incoming Development Projects

To be able to assess VMT project-specific and cumulative impacts for incoming developments on individual projects, the Consultant shall prepare an interactive spreadsheet for each City that will assess VMT impacts based on land use type and VMT reduction strategies (e.g., multimodal infrastructure improvements, number of parking spaces constructed/utilized, and Transportation Demand Management programs to be instituted as part of the project). The interface should be simple for City employees and developers alike to easily understand impacts for projects submitted and to quantify the effectiveness of mitigation measures on reducing VMT.

Task 4 Deliverable: Interactive Spreadsheet to Assess VMT Impacts for Incoming Development Projects.

Task 5 - Sample Projects

The Consultant shall work with each participating City to identify projects to test through the significance criteria. Potential mitigation measures and realistic assessments of effectiveness in VMT reduction will be identified for various geographies and project types.

Task 5 Deliverable: Memorandum on Sample Projects.

Task 6 - Traffic Impact Analysis Guidelines

The Consultant shall update each City's Traffic Impact Analysis Guidelines to include VMT analysis for CEQA purposes, in addition to retaining Level of Service (LOS) methodology for General Plan compliance. This should include an evaluation of potential enhancements and recommended changes to the existing LOS-based guidelines.

Task 6 Deliverable: Updated Traffic Impact Analysis Guidelines.

Task 7 - Public Hearing Support

The Consultant shall attend and participate in one public meeting for each participating City. This will include attending, presenting, and responding to questions at either a City Council, Commission, Committee, or other public meeting/hearing.

Task 7 Deliverable: Public Meeting Attendance



City Council Agenda Report

Agenda Item No. 9.a.

DATE: May 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: REVIEW OF 4TH OF JULY FIREWORKS STAND PERMIT APPLICATIONS

SUMMARY: Pursuant to Section 8.080.050 of the South El Monte Municipal Code, the City Council has the authority to grant up to eight fireworks stand permits per year to qualified organizations. Pursuant to 8.08.040, the City Administrator is required to investigate and report to the Council recommending for or against issuance of the requested permits.

RECOMMENDED ACTION: Staff Recommends City Council approve the permits to allow for five firework stands and for which applications have been received in conjunction with the Fourth of July, 2023. The Planning Division has reviewed the applications and find that they are in compliance with Chapter 8.08 of the South El Monte Municipal Code.

FISCAL/FINANCIAL IMPACT: The City will generate \$125 per application; \$100 of the application fee is a refundable deposit that will be retained until the booths are satisfactorily removed.

DISCUSSION: For the Fourth of July, 2023 commemoration, the City received five applications along with the corresponding \$125.00 application fees per application from the five (5) firework vendor. All five of the applicants (A through E below) have previously received approvals. Below is the list of applicants for 2023:

1. Faith Tabernacle Men's Ministry
2. South El Monte National Little League
3. Knights of Columbus #13011
4. South El Monte High School Football
5. Bobby Salcedo Memorial Foundation

For the 2023 Fourth of July celebration, fireworks may be sold and discharged between Friday, June 30th, 2023, and Tuesday, July 4th, 2023, inclusively.

Section 8.08.050 of the Municipal Code states the City Council has the authority to grant up to eight fireworks stand permits per year to qualified organizations. Upon review of the five applications, Staff has determined that all five applications meet the required standards, and therefore qualify to receive a permit.

All additional information on this approval is on file with the Planning Division and may be viewed during normal operating hours.

Staff report prepared by Guillermo Arreola, Planning Manager.

ATTACHMENT(S):

- A. Firework Stand Applications
- B. Location Map

FIREWORK STAND APPLICATION

NOT A LICENSE

**City of South El Monte**

1415 N. Santa Anita Ave.

South El Monte, CA 91733

Phone # (626) 579-6540 • FAX # (626) 579-2409

NAME OF BUSINESS BOBBY SALCEDO MEMORIAL FOUNDATION Business Phone () 626-230-0207BUSINESS ADDRESS 11318 LINARD ST, SO EL MONTE, CA 91733
Address City ZipMAILING ADDRESS 11318 LINARD ST, SO EL MONTE, CA 91733
Address City ZipOWNER NAME JUAN SALCEDO Home Phone () 626-230-0207
First Middle LastHOME ADDRESS [REDACTED]
Address City Zip

EMAIL ADDRESS _____

TYPE OF BUSINESS (Please Give Full Description) FIREWORKS STAND - SELLING SAFE AND SANE FIREWORKSOPENING DATE AT THIS CITY JUNE 28 - JULY 4 RESALE NUMBER _____

Federal Employer ID Number _____

Owner Driver License No. _____ State Contractor's License No. _____ Class: _____

Please Check One: ☐ Corporation ☐ LLC/LLP ☐ Partnership ☐ Sole Ownership

Partnership (List Names) – Corporation/LLC/LLP (List Officers and Titles)

Name Address City Zip Title

1. _____

2. _____

Property Owner CVS #5499 Property Owner Phone Number [REDACTED]Property Owner Address CVS, 4424 TREAT BLVD, CONCORD, CA 94521**TYPE OF BUSINESS**() Contractor: Job Location (FIREWORKS STAND) 1954 DURFEE AVE Date Job Completed JULY 4

() Retail/Wholesale () Warehouse () Manufacturing () Real Property Management: _____ Units

() Import/Export () Repair Services () Sewing/Garment () Route, Number of Vehicles Used in City _____

() Food Establishment () Rental Property () Home Occupation () Other _____

In addition to the business license fee, a floor area fee is required. In addition, a State Mandated fee of \$4.00 per ADA AB 1379 (Please see reverse side for additional information).

Submitting an application and paying for a license does not entitle the applicant to begin business operations. Only your possession of a valid business license and all required permits entitle you to begin business. A business license will be issued only if the applicant is in compliance with all City Rules and Ordinances. All business licenses and permits are subject to revocation for failure to maintain compliance with all Rules and City Ordinances. Any falsification or misinterpretation may result in the denial of this application or revocation of the license. Business license is valid until the anniversary date or February of the following year of issuance depending on the type of business. The City of South El Monte will send out a renewal notice as a courtesy to the business owner.

I certify that the foregoing is, to the best of my knowledge and belief, true and correct.

DocuSigned by:

Juan Salcedo

AD4F57B6FC554FC...

CHAIRPERSON

Title

3/7/2023

Date

PLANNING APPROVED BY: _____ DATED: _____

COMMENTS: _____ OCCP: _____ BUILDING: _____ / _____

FOR OFFICE USE ONLY

RECEIPT NUMBER _____

LICENSE NO. _____

BASIC FEE \$25.00 + \$100
CLEAN UP DEPOSIT

RECEIPT DATE _____

NEW _____ RENEWAL _____

EMPLOYEE/ OWNER FEE _____

RECEIVED BY: _____

SQUARE FEET _____

FLOOR AREA FEE _____

TYPE OF PAYMENT: ☐ CASH ☐ CHECK

EXPIRATION DATE _____

STATE FEE \$4.00☐ MONEY ORDER ☐ CREDIT CARD

PENALTY _____

TOTAL \$ \$125.00**Business Operations Questionnaire****Retail/Wholesale/Manufacturing Business Information**Does your business sell to the general public? (Y/N) YESIs your business manufacturing? (Y/N) NOIs your business automobile sales? (Y/N) NODo you operate a food cart/ push cart? (Y/N) NOIf yes, where do you operate? NODo you plan to sell alcoholic beverages? (Y/N) NO If yes, ABC License Type NOT APPLICABLEDoes your business have amusement machines, video, games, vending machines and/or pool tables? (Y/N) NOHow many: NONE Type: NOT APPLICABLE**General/ Professional Services Information**Does your business provide a professional service? (Y/N) NO

(Practice of law, medicine, dentistry, accounting, engineering, etc.)

How many employees does your business have working in South El Monte? NO EMPLOYEES (ALL VOLUNTEERS)Does your business offer massage? (Y/N) NODo you operate an ambulance or non-emergency transport business? NO**Additional Information Regarding AB 1379:**

Under Federal and State law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies:

The Division of State Architect at www.dgs.ca.gov/dsa/home.aspx. The

Department of Rehabilitation at www.rehab.cahwnet.gov.

The California Commission on Disability Access at www.cdda.ca.gov.

Applicant shall indemnify, defend, and hold harmless City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with **Permittee's** authorized activities under the terms of this permit, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents.

TNT FIREWORKS

INSPECTION DATE 6/26

STAND# _____ PLUG SIDE, WHEN LOOKING OUT FROM STAND: LEFT

SALES SB LOC# SEM1954 CITY SO EL MONTE

ORGANIZATION BOBBY SALCEDO MEMORIAL FOUNDATION

SIZE 32X8 TYPE OPW BACK DOORS _____ A-FRAMES 1

SET-UP 6/25 DOWN DATE 7/8 LIGHTS MCGILLS

DESCRIPTION/ADDRESS 1954 NORTH DURFEE AVENUE

INTERSECTION SEC DURFEE AVE & RUSH AVE

SPECIAL INSTRUCTIONS PLACE STAND FACING STREET—START STAND IN SECOND PARKING SPACE AFTER THE RAISED CURB/CROSSWALK AS SHOWN

SETBACKS: CURB _____ SIDEWALK _____ BUILDINGS _____



FIREWORK STAND APPLICATION

NOT A LICENSE



City of South El Monte

1415 N. Santa Anita Ave.

South El Monte, CA 91733

Phone # (626) 579-6540 • FAX # (626) 579-2409

NAME OF BUSINESS **FAITH TABERNACLE MEN'S MINISTRY** Business Phone () **562-906-3618**

BUSINESS ADDRESS **2144 TYLER AVENUE, SO EL MONTE, CA 91733**

Address

City

Zip

MAILING ADDRESS **2144 TYLER AVENUE, SO EL MONTE, CA 91733**

Address

City

Zip

OWNER NAME **CRAIG** **SANCHEZ** Home Phone () **562-906-3618**

First

Middle

Last

HOME ADDRESS

Address

City

Zip

EMAIL ADDRESS **SANCHZ4HIM@AOL.COM**

TYPE OF BUSINESS (Please Give Full Description) **FIREWORKS STAND - SELLING SAFE AND SANE FIREWORKS**

OPENING DATE AT THIS CITY **JUNE 28 - JULY 4**

RESALE NUMBER

Federal Employer ID Number

Owner Driver License No. State Contractor's License No. Class:

Please Check One:

☐ Corporation

☐ LLC/LLP

☐ Partnership

☐ Sole Ownership

Partnership (List Names) – Corporation/LLC/LLP (List Officers and Titles)

Name

Address

City

Zip

Title

1.

2.

Property Owner Property Owner Phone Number

Property Owner Address

TYPE OF BUSINESS

() Contractor: Job Location **(FIREWORKS STAND) 2144 TYLER AVE** Date Job Completed **JULY 4**

() Retail/Wholesale () Warehouse () Manufacturing () Real Property Management: Units

() Import/Export () Repair Services () Sewing/Garment () Route, Number of Vehicles Used in City

() Food Establishment () Rental Property () Home Occupation () Other

In addition to the business license fee, a floor area fee is required. In addition, a State Mandated fee of \$4.00 per ADA AB 1379 (Please see reverse side for additional information).

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I certify that the foregoing is, to the best of my knowledge and belief, true and correct.

DocuSigned by:

Signature

Chairperson

3/21/2023

Title

Date

PLANNING APPROVED BY: DATED:

COMMENTS: OCCP: BUILDING: /

Revised 2/14/19

FOR OFFICE USE ONLY

RECEIPT NUMBER _____

LICENSE NO. _____

BASIC FEE \$25.00 + \$100
CLEAN UP DEPOSIT

RECEIPT DATE _____

NEW _____ RENEWAL _____

EMPLOYEE/ OWNER FEE _____

RECEIVED BY: _____

SQUARE FEET _____

FLOOR AREA FEE _____

TYPE OF PAYMENT: ☐ CASH ☐ CHECK

EXPIRATION DATE _____

STATE FEE \$4.00☐ MONEY ORDER ☐ CREDIT CARD

PENALTY _____

TOTAL \$ \$125.00**Business Operations Questionnaire****Retail/Wholesale/Manufacturing Business Information**Does your business sell to the general public? (Y/N) YESIs your business manufacturing? (Y/N) NOIs your business automobile sales? (Y/N) NODo you operate a food cart/ push cart? (Y/N) NOIf yes, where do you operate? NODo you plan to sell alcoholic beverages? (Y/N) NO If yes, ABC License Type NOT APPLICABLEDoes your business have amusement machines, video, games, vending machines and/or pool tables? (Y/N) NOHow many: NONE Type: NOT APPLICABLE**General/ Professional Services Information**Does your business provide a professional service? (Y/N) NO

(Practice of law, medicine, dentistry, accounting, engineering, etc.)

How many employees does your business have working in South El Monte? NO EMPLOYEES (ALL VOLUNTEERS)Does your business offer massage? (Y/N) NODo you operate an ambulance or non-emergency transport business? NO**Additional Information Regarding AB 1379:**

Under Federal and State law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies:

The Division of State Architect at www.dgs.ca.gov/dsa/home.aspx. The

Department of Rehabilitation at www.rehab.cahwnet.gov.

The California Commission on Disability Access at www.ccda.ca.gov.

Applicant shall indemnify, defend, and hold harmless City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with **Permittee's** authorized activities under the terms of this permit, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents.

Revised 2/14/19

INSPECTION DATE: **6/26** **TNT FIREWORKS**

OPM

SALES ASSOCIATE **BENNETT**

CITY **SOUTH EL MONTE**

LOCATION# **BBB0074** ORGANIZATION **FAITH TABERNACLE**

SIZE **24x8** TYPE **OPM** BACK DOORS **0** A-FRAMES **1**

SET-UP **6/20** DOWN DATE **7/8** LIGHTS **OPW**

ADDRESS **2144 TYLER AVENUE**

INTERSECTION **TYLER AVENUE—SOUTH OF KLINGERMANN**

THOMAS GUIDE — COUNTY **LA**

PAGE **637**

GRID **C3**

SPECIAL INSTRUCTIONS **LOAD STAND FACING PASSENGER SIDE—LOOK
FOR MARKS AT LOCATION—THERE IS USUALLY
SOMEBODY ONSITE TO GET PROPER SET**



FIREWORK STAND APPLICATION**NOT A LICENSE****City of South El Monte**

1415 N. Santa Anita Ave.

South El Monte, CA 91733

Phone # (626) 579-6540 • FAX # (626) 579-2409

NAME OF BUSINESS KNIGHTS OF COLUMBUS #13011 Business Phone () 626-262-9284BUSINESS ADDRESS 10911 MICHAEL HUNT DRIVE, SO EL MONTE, CA 91733
Address City Zip

MAILING ADDRESS Address City Zip

OWNER NAME STEVE YRIGOYEN Home Phone () 626-262-9284
First Middle Last

HOME ADDRESS Address City Zip

EMAIL ADDRESS YRIGOYENS@GMAIL.COMTYPE OF BUSINESS (Please Give Full Description) FIREWORKS STAND - SELLING SAFE AND SANE FIREWORKSOPENING DATE AT THIS CITY JUNE 28 - JULY 4 RESALE NUMBER _____

Federal Employer ID Number _____

Owner Driver License No. _____ State Contractor's License No. _____ Class: _____

Please Check One:☐ Corporation☐ LLC/LLP☐ Partnership☐ Sole Ownership

Partnership (List Names) – Corporation/LLC/LLP (List Officers and Titles)

Name Address City Zip Title

1. _____

2. _____

Property Owner _____ Property Owner Phone Number _____

Property Owner Address _____

TYPE OF BUSINESS() Contractor: Job Location (FIREWORKS STAND) 1625 SANTA ANITA AVE Date Job Completed JULY 4

() Retail/Wholesale () Warehouse () Manufacturing () Real Property Management: _____ Units

() Import/Export () Repair Services () Sewing/Garment () Route, Number of Vehicles Used in City _____

() Food Establishment () Rental Property () Home Occupation () Other _____

In addition to the business license fee, a floor area fee is required. In addition, a State Mandated fee of \$4.00 per ADA AB 1379 (Please see reverse side for additional information).

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I certify that the foregoing is, to the best of my knowledge and belief, true and correct.

DocuSigned by:

A handwritten signature in black ink, appearing to read "Steven Yrigoyen".

Financial Secretary

3/4/2023

860424B72E564F1...

Title

Date

PLANNING APPROVED BY: _____ DATED: _____

COMMENTS: _____ OCCP: _____ BUILDING: _____ / _____

Revised 2/14/19

FOR OFFICE USE ONLY

RECEIPT NUMBER _____

LICENSE NO. _____

BASIC FEE \$25.00 + \$100
CLEAN UP DEPOSIT

RECEIPT DATE _____

NEW _____ RENEWAL _____

EMPLOYEE/ OWNER FEE _____

RECEIVED BY: _____

SQUARE FEET _____

FLOOR AREA FEE _____

EXPIRATION DATE _____

STATE FEE \$4.00TYPE OF PAYMENT: ☐ CASH ☐ CHECK☐ MONEY ORDER ☐ CREDIT CARD

PENALTY _____

TOTAL \$ \$125.00**Business Operations Questionnaire****Retail/Wholesale/Manufacturing Business Information**Does your business sell to the general public? (Y/N) YESIs your business manufacturing? (Y/N) NOIs your business automobile sales? (Y/N) NODo you operate a food cart/ push cart? (Y/N) NOIf yes, where do you operate? NODo you plan to sell alcoholic beverages? (Y/N) NO If yes, ABC License Type NOT APPLICABLEDoes your business have amusement machines, video, games, vending machines and/or pool tables? (Y/N) NOHow many: NONE Type: NOT APPLICABLE**General/ Professional Services Information**Does your business provide a professional service? (Y/N) NO

(Practice of law, medicine, dentistry, accounting, engineering, etc.)

How many employees does your business have working in South El Monte? NO EMPLOYEES (ALL VOLUNTEERS)Does your business offer massage? (Y/N) NODo you operate an ambulance or non-emergency transport business? NO**Additional Information Regarding AB 1379:**

Under Federal and State law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies:

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Department of Rehabilitation at www.rehab.cahwnet.gov.

The California Commission on Disability Access at www.cdda.ca.gov.

Applicant shall indemnify, defend, and hold harmless City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with **Permittee's** authorized activities under the terms of this permit, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents.

INSPECTION DATE: **6/26** **TNT FIREWORKS**

MC GILLS

SALES ASSOCIATE **BENNETT** CITY **SOUTH EL MONTE**

LOCATION# **CSR1625** ORGANIZATION **KNIGHTS OF COLUMBUS #13011**

SIZE **24X8** TYPE **NN** BACK DOORS **0** A-FRAMES **2**

SET-UP **6/23** DOWN DATE **7/9** LIGHTS **MCGILLS (\$G)**

ADDRESS **1625 SANTA ANITA AVENUE**

INTERSECTION **SWC SANTA ANITA AVENUE & TYLER AVENUE**

THOMAS GUIDE — COUNTY **LA** PAGE _____ GRID _____

SPECIAL INSTRUCTIONS **PLACE STAND FACING SANTA ANITA AVE AND
ALIGN THE FRONT OF THE STAND ALONG THE
PARKING BLOCKS (NO SPACE BETWEEN)**



FIREWORK STAND APPLICATION**NOT A LICENSE****City of South El Monte**

1415 N. Santa Anita Ave.

South El Monte, CA 91733

Phone # (626) 579-6540 • FAX # (626) 579-2409

NAME OF BUSINESS NATIONAL LITTLE LEAGUE OF SO EL MONTE Business Phone () 626-456-1212BUSINESS ADDRESS 1450 LIDCOMBE AVENUE, SO EL MONTE, CA 91733

Address

City

Zip

MAILING ADDRESS [REDACTED]

Address

City

Zip

OWNER NAME CHRISTINA RODRIGUEZ Home Phone () 626-456-1212

First

Middle

Last

HOME ADDRESS [REDACTED]

Address

City

Zip

EMAIL ADDRESS CRODRIGUEZ.307@GMAIL.COMTYPE OF BUSINESS (Please Give Full Description) FIREWORKS STAND - SELLING SAFE AND SANE FIREWORKSOPENING DATE AT THIS CITY JUNE 28 - JULY 4 RESALE NUMBER _____

Federal Employer ID Number _____

Owner Driver License No. _____ State Contractor's License No. _____ Class: _____

Please Check One:☐ Corporation☐ LLC/LLP☐ Partnership☐ Sole Ownership

Partnership (List Names) – Corporation/LLC/LLP (List Officers and Titles)

Name

Address

City

Zip

Title

1.

2.

Property Owner _____ Property Owner Phone Number _____

Property Owner Address _____

TYPE OF BUSINESS() Contractor: Job Location (FIREWORKS STAND) 1533 NORTH PECK ROAD Date Job Completed JULY 4

() Retail/Wholesale () Warehouse () Manufacturing () Real Property Management: _____ Units

() Import/Export () Repair Services () Sewing/Garment () Route, Number of Vehicles Used in City _____

() Food Establishment () Rental Property () Home Occupation () Other _____

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I certify that the foregoing is, to the best of my knowledge and belief, true and correct.

DocuSigned by:

Cristina Rodriguez

Mother of child

2/28/2023

4FDBCA7B476343F...

Title

Date

PLANNING APPROVED BY: _____ DATED: _____

COMMENTS: _____ OCCP: _____ BUILDING: _____ / _____

Revised 2/14/19

FOR OFFICE USE ONLY

RECEIPT NUMBER _____

LICENSE NO. _____

BASIC FEE \$25.00 + \$100

RECEIPT DATE _____

NEW _____ RENEWAL _____

EMPLOYEE/ OWNER FEE CLEAN UP DEPOSIT

RECEIVED BY: _____

SQUARE FEET _____

FLOOR AREA FEE _____

EXPIRATION DATE _____

STATE FEE \$4.00

TYPE OF PAYMENT: ☐ CASH ☐ CHECK☐ MONEY ORDER ☐ CREDIT CARD

PENALTY _____

TOTAL \$ \$125.00**Business Operations Questionnaire****Retail/Wholesale/Manufacturing Business Information**Does your business sell to the general public? (Y/N) YESIs your business manufacturing? (Y/N) NOIs your business automobile sales? (Y/N) NODo you operate a food cart/ push cart? (Y/N) NOIf yes, where do you operate? NODo you plan to sell alcoholic beverages? (Y/N) NO If yes, ABC License Type NOT APPLICABLEDoes your business have amusement machines, video, games, vending machines and/or pool tables? (Y/N) NOHow many: NONE Type: NOT APPLICABLE**General/ Professional Services Information**Does your business provide a professional service? (Y/N) NO

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INSPECTION DATE: **6/26** **TNT FIREWORKS**

OPM

SALES ASSOCIATE **BENNETT** CITY **SOUTH EL MONTE**

LOCATION# **XXX0478** ORGANIZATION **SO EL MONTE NATIONAL LL**

SIZE **32x8** TYPE **OPM** BACK DOORS **0** A-FRAMES **2**

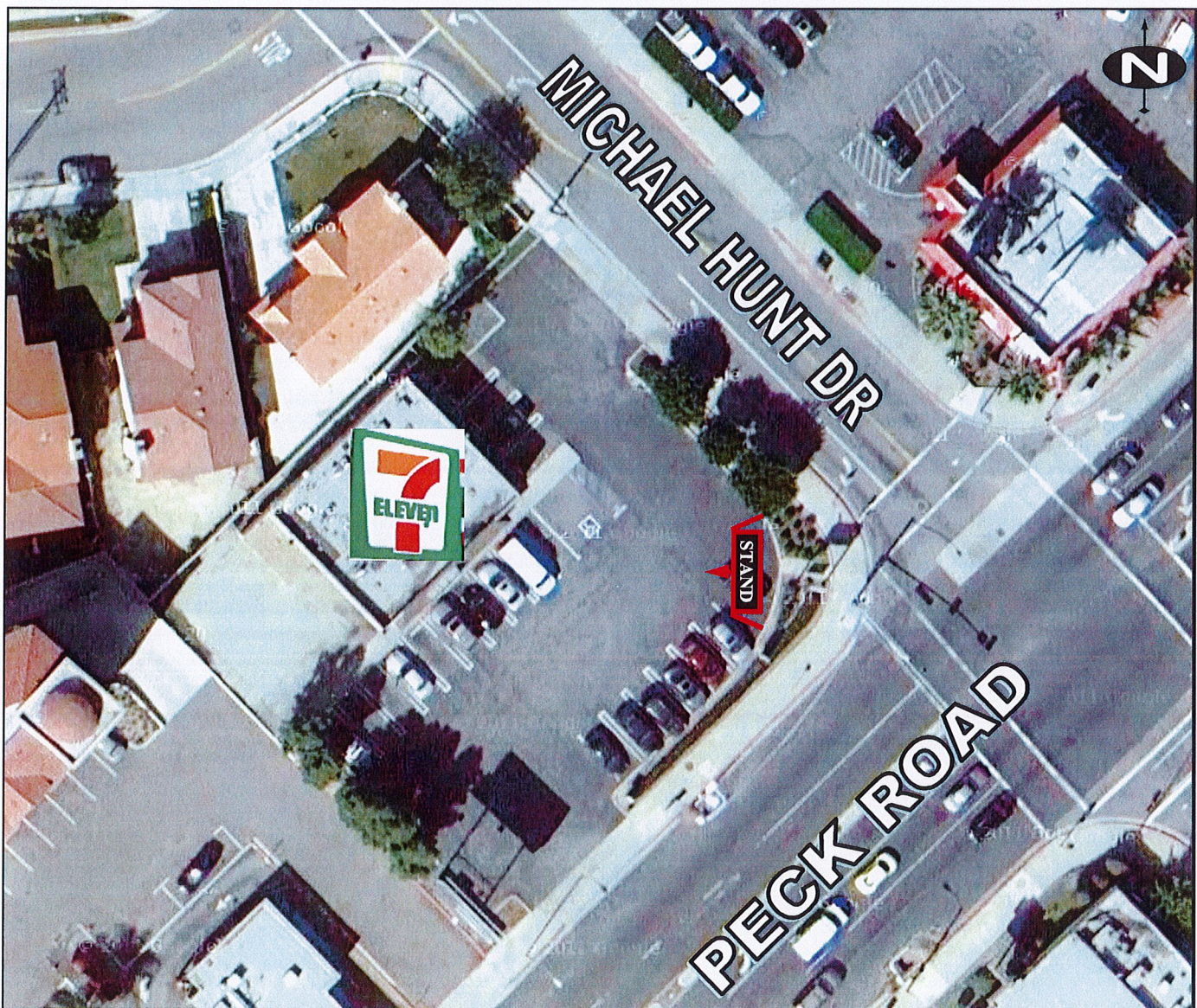
SET-UP **6/26** DOWN DATE **7/6** LIGHTS **OPM**

ADDRESS **1533 PECK ROAD**

INTERSECTION **SWC PECK ROAD & MICHAEL HUNT DRIVE**

THOMAS GUIDE — COUNTY **LA** PAGE _____ GRID _____

SPECIAL INSTRUCTIONS **SET STAND AS SHOWN—LOOK FOR MARKS**
SET STAND TO FACE STORE



FIREWORK STAND APPLICATION

NOT A LICENSE

City of South El Monte

1415 N. Santa Anita Ave.
South El Monte, CA 91733

Phone # (626) 579-6540 • FAX # (626) 579-2409



NAME OF BUSINESS South El Monte Business Phone () 562 631-0722
BUSINESS ADDRESS 1001 N. Durfee ave. South El Monte
MAILING ADDRESS 1001 N. Durfee City Zip
OWNER NAME Frank Address City Zip
HOME ADDRESS First Middle Last 90660
EMAIL ADDRESS fb.nut85@gmail.com Address City Zip

TYPE OF BUSINESS (Please Give Full Description) High School

OPENING DATE AT THIS CITY June 30th RESALE NUMBER 205221920

Federal Employer ID Number 956001075

Owner Driver License No. C1724152 State Contractor's License No. Na Class: Na

Please Check One: ☐ Corporation ☐ LLC/LLP ☐ Partnership ☐ Sole Ownership

Partnership (List Names) – Corporation/LLC/LLP (List Officers and Titles)

Name South El Monte. Address 1001 n Durfee. City South El Monte Zip Title

1. South El Monte. 1001 n Durfee. South El Monte Zip Title

2.

Property Owner Superior Grocers Property Owner Phone Number

Property Owner Address PO Box 4450 Cerritos CA

TYPE OF BUSINESS

() Contractor: Job Location Date Job Completed

() Retail/Wholesale () Warehouse () Manufacturing () Real Property Management: Units

() Import/Export () Repair Services () Sewing/Garment () Route, Number of Vehicles Used in City

() Food Establishment () Rental Property () Home Occupation () Other

In addition to the business license fee, a floor area fee is required. In addition, a State Mandated fee of \$4.00 per ADA AB 1379 (Please see reverse side for additional information).

Submitting an application and paying for a license does not entitle the applicant to begin business operations. Only your possession of a valid business license and all required permits entitle you to begin business. A business license will be issued only if the applicant is in compliance with all City Rules and Ordinances. All business licenses and permits are subject to revocation for failure to maintain compliance with all Rules and City Ordinances. Any falsification or misinterpretation may result in the denial of this application or revocation of the license. Business license is valid until the anniversary date or February of the following year of issuance depending on the type of business. The City of South El Monte will send out a renewal notice as a courtesy to the business owner.

I certify that the foregoing is, to the best of my knowledge and belief, true and correct.

Head Coach 3/29/2023
Signature Title Date

PLANNING APPROVED BY: DATED:

COMMENTS: OCCP: BUILDING:

Revised 2/14/19

FOR OFFICE USE ONLY

RECEIPT NUMBER _____

LICENSE NO. _____

BASIC FEE _____

RECEIPT DATE _____

NEW _____ RENEWAL _____

EMPLOYEE/ OWNER FEE _____

RECEIVED BY: _____

SQUARE FEET _____

FLOOR AREA FEE _____

TYPE OF PAYMENT: ☐ CASH ☐ CHECK

EXPIRATION DATE _____

STATE FEE \$4.00 _____

☐ MONEY ORDER ☐ CREDIT CARD

PENALTY _____

TOTAL \$ _____

Business Operations Questionnaire**Retail/Wholesale/Manufacturing Business Information**

Does your business sell to the general public? (Y/N) _____

Is your business manufacturing? (Y/N) _____

Is your business automobile sales? (Y/N) _____

Do you operate a food cart/ push cart? (Y/N) _____

If yes, where do you operate? _____

Do you plan to sell alcoholic beverages? (Y/N) _____ If yes, ABC License Type _____

Does your business have amusement machines, video, games, vending machines and/or pool tables? (Y/N) _____

How many: _____ Type: _____

General/ Professional Services Information

Does your business provide a professional service? (Y/N) _____

(Practice of law, medicine, dentistry, accounting, engineering, etc.)

How many employees does your business have working in South El Monte? _____

Does your business offer massage? (Y/N) _____

Do you operate an ambulance or non-emergency transport business? _____

Additional Information Regarding AB 1379:

Under Federal and State law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies:

The Division of State Architect at www.dgs.ca.gov/dsa/home.aspx. The

Department of Rehabilitation at www.rehab.cahwnet.gov.

The California Commission on Disability Access at www.cdda.ca.gov.

Applicant shall indemnify, defend, and hold harmless City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Permittee's authorized activities under the terms of this permit, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents.

Revised 2/14/19

Jahayra Solis
909-786-7799
jsolis@fireworks.com

Phantom Fireworks

SALES ASSOCIATE : Jahayra Solis

DATE

STAND Year

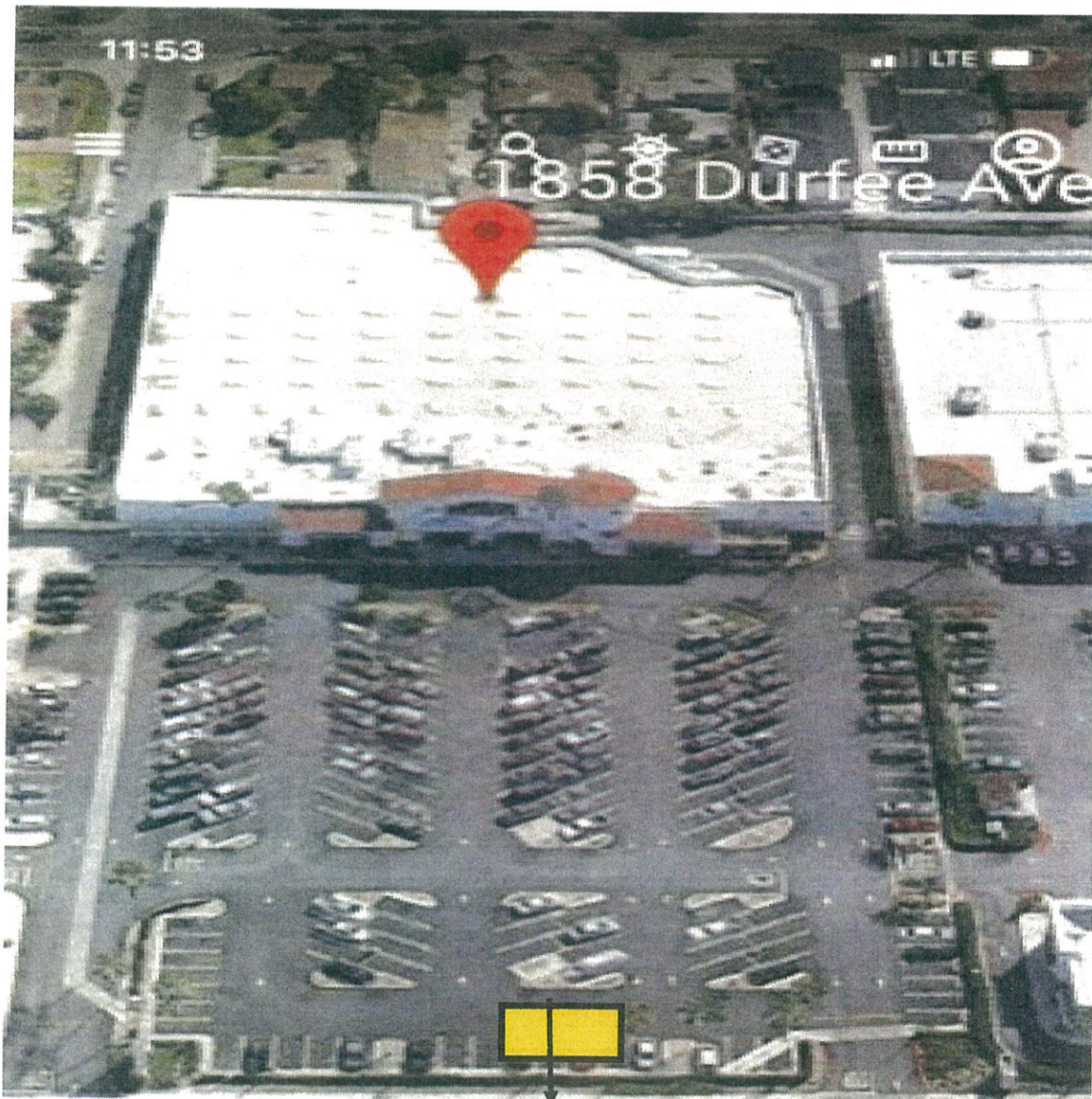
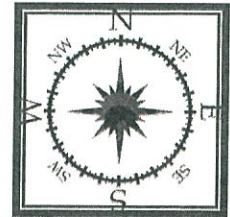
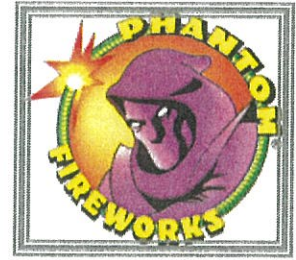
CITY : South El Monte

ORGANIZATION: South El Monte High School Football

SIZE: 8*32

ADDRESS : 1858 North Durfee Ave

SPECIAL INSTRUCTIONS: Please place facing toward street.



2023 Firework Stands Proposed Locations

-
1. Knights of Columbus #13011
1625 Santa Anita Ave
 2. Faith Tabernacle Men's Ministries
2144 Tyler Ave
 3. South El Monte National Little League
1533 Peck Rd
 4. South El Monte High School Football
1858 Durfee Ave
 5. Bobby Salcedo Memorial Foundation
1954 Durfee Ave



City Council Agenda Report

Agenda Item No. 9.b.

DATE: May 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Finance Director

SUBJECT: FISCAL YEAR (FY) 2023-2024 ANNUAL BUDGET STUDY SESSION #1

SUMMARY: This year the City scheduled one budget study session for the adoption of the upcoming FY2023-24 annual budget.

RECOMMENDED ACTION: Staff recommends City Council review the preliminary FY2023-24 annual budget, provide feedback, and give directions to finalize the budget for adoption.

FISCAL/FINANCIAL IMPACT: The FY2023-24 will be a balanced budget.

DISCUSSION: At the request of the City Manager, the budget preparation process began early on January 2, 2023. City employees were able to spend more time evaluating their upcoming fiscal year's revenues, expenditures, and capital improvements. At the request of City Council to take a closer look at the City's sales tax revenues, and to strengthen public safety, staff was able to incorporate the cost of the Sargent into the FY2023-24 budget and keep it balanced.

ATTACHMENT(S):

- A. Presentation
- B. Fund Balance Roll Forward
- C. General Fund Revenues
- D. General Fund Expenditures
- E. Special Revenue Fund Revenues & Expenditures
- F. Divisional Budget Summary & Detail
- G. City-Wide Personnel Cost
- H. City-Wide Capital Improvement Cost



City of Achievement



CITY OF SOUTH EL MONTE

Budget Study Session #1 Fiscal Year 2023-24

May 24, 2023

OVERVIEW

- **Proposed FY2023-24 Budget**
- **Five Year Forecast**
- **Strengthening Public Safety**
- **Measure R and Measure ES at work**
- **Proposed Adjustments Before Adoption**

PROPOSED 2023-24 BUDGET

Funds	Estimated Fund Balance 6/30/2023	Estimated Revenues	Expenditures	Net Surplus / (Deficit)	Estimated Fund Balance 6/30/2024
General Fund	15,730,015	21,664,600	(21,569,23)	95,370	15,825,385
Special Revenues Funds	17,013,887	9,815,726	(10,369,586)	(553,860)	16,460,027
Total	32,743,902	31,480,326	(31,938,816)	(458,490)	32,285,412

FIVE YEAR FORECAST

	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
	<u>Forecast</u>	<u>Proposed</u>	<u>Forecast</u>	<u>Forecast</u>	<u>Forecast</u>	<u>Forecast</u>
General Fund						
Revenues	25,339,438	21,664,600	22,241,338	22,853,608	23,476,096	24,217,155
Expenditures	<u>19,550,691</u>	<u>21,569,230</u>	<u>22,328,535</u>	<u>23,406,655</u>	<u>24,572,166</u>	<u>25,810,906</u>
Net Surplus (Deficit)	5,788,747	95,370	(87,196)	(553,048)	(1,096,070)	(1,593,752)
Fund Balance	15,730,015	15,825,385	15,738,188	15,185,141	14,089,071	12,495,319
Special Revenue Funds						
Revenues	8,032,289	9,815,725	10,879,998	11,891,363	5,278,144	5,371,707
Expenditures	<u>12,438,662</u>	<u>10,369,586</u>	<u>11,385,577</u>	<u>14,290,548</u>	<u>4,649,086</u>	<u>4,733,223</u>
Net Surplus (Deficit)	(4,406,373)	(553,861)	(505,579)	(2,399,185)	629,058	638,484
Fund Balance	17,013,887	16,460,026	15,954,447	13,555,262	14,184,320	14,822,804
City-wide Net Surplus (Deficit)	1,382,374	(458,490)	(592,775)	(2,952,233)	(467,012)	(955,268)
City-wide Fund Balance	32,743,902	32,285,411	31,692,636	28,740,403	28,273,391	27,318,124

STRENGTHENING PUBLIC SAFETY

	FY22-23	FY23-24	Increase	% Increase	Includes
General Law Enforcement	5,128,229	5,816,994	688,765	7.61%	Sargent*
Liability Insurance	564,105	595,978	31,873	12.00%	
Community Based Programs	22,000	23,674	1,674	7.61%	
Saturation Patrol	18,000	19,370	1,370	7.61%	
Base Contract Total	5,732,334	6,456,016	723,682		
Equipment	3,500	105,000	101,500	One Time	Sargent Vehicle
Grand Total	5,735,834	6,561,016	825,182		

* Sergeants oversee personnel – both sworn and civilian – on a daily basis. They are responsible for the morale, discipline and training of each member under their watch. They ensure that personnel are taken care of, are represented and are treated fairly. They are the mediator between line staff and the community, and the insulation between personnel and management. They are responsible for workload parity and they must be watchful for indiscretions as well. They are tasked with putting a cohesive team together to create unity toward a common goal.

MEASURE R & MEASURE ES AT WORK

	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26
Estimate at 4/24/22	Estimate	Estimate	Estimate		
General	6,284,109	6,283,868	6,432,175		
Measure R	2,773,000	2,789,000	2,855,000		
Measure ES	1,344,000	1,331,000	1,363,000		
	10,401,109	10,403,868	10,650,175		
Estimate at 3/17/23	Actual	Estimate	Estimate	Estimate	Estimate
General	6,868,785	6,812,522	6,890,890	7,086,981	7,329,071
Measure R	3,020,538	3,094,000	3,128,000	3,217,000	3,327,000
Measure ES	1,480,375	1,558,000	1,599,000	1,644,000	1,700,000
	11,369,698	11,464,522	11,617,890	11,947,981	12,356,071
Change in Estimate	968,589	1,060,654	967,715	N/A	N/A

PROPOSED ADJUSTMENTS BEFORE ADOPTION

Description	General Fund	Special Rev. Funds	Total
Revenues:			
Valle Lindo School District Summer Learning Recovery Services - Reimbursement	139,600	0	139,600
Investment Income	200,000		200,000
Expenditures:			
Valle Lindo School District Summer Learning Recovery Services – Labor Cost	(139,600)	0	(139,600)
Reorganization and Reclassification	(200,000)	0	(200,000)
Net Adjustments	0	0	0

ATTACHMENT B

	6/30/2022				6/30/2023				6/30/2024
	Audited				Unaudited				Unaudited
	Fund			Net Revenues	Fund			Net Revenues	Fund
FUND # - FUND NAME	Balance	Revenues	(Expenditures)	(Expenditures)	Balance	Revenues	(Expenditures)	(Expenditures)	Balance
01 - GENERAL FUND	\$ 9,941,269	\$ 25,339,438	\$ (19,550,692)	\$ 5,788,746	\$ 15,730,015	\$ 21,664,600	\$ (21,569,230)	\$ 95,370	\$ 15,825,385
TOTAL GENERAL FUND	\$ 9,941,269	\$ 25,339,438	\$ (19,550,692)	\$ 5,788,746	\$ 15,730,015	\$ 21,664,600	\$ (21,569,230)	\$ 95,370	\$ 15,825,385
SPECIAL REVENUE FUNDS:									
02 - GAS TAX	492,594	499,859	(869,227)	(369,368)	123,226	486,272	(475,944)	10,328	133,554
06 - OLDER AMERICAN ACT	(128,823)	391,643	(342,704)	48,939	(79,884)	405,342	(408,340)	(2,998)	(82,882)
07 - ROAD MAINTENANCE AND REHABILITATION	918,226	387,166	(243,151)	144,015	1,062,241	424,014	(418,765)	5,249	1,067,490
10 - ROSEMEAD MAINTENANCE DISTRICT*	10,485	714	-	714	11,199	728	-	728	11,927
11 - HAYWARD MAINTENANCE DISTRICT*	23,674	41	-	41	23,715	42	-	42	23,757
13 - AIR QUALITY MANAGEMENT DISTRICT	46,421	14,017	-	14,017	60,438	14,306	(68,000)	(53,694)	6,744
14 - CABLE PEG FUND	96,643	9,179	(19,799)	(10,620)	86,023	11,444	(40,000)	(28,556)	57,467
15 - IN LIEU FEES	474,203	-	(21,156)	(21,156)	453,047	52,020	(200,000)	(147,980)	305,067
17 - DEPARTMENT OF ENERGY GRANT	(60,793)	133,534	(154,942)	(21,408)	(82,201)	851,808	(804,219)	47,589	(34,612)
20 - STATE COPS GRANT	304,853	165,271	(100,000)	65,271	370,124	100,000	(100,000)	-	370,124
25 - USED OIL RECYCLING GRANT***	(6,668)	6,564	(6,564)	-	(6,668)	6,564	(6,564)	-	(6,668)
27 - BEVERAGE CONTAINER RECYCLING GRANT*	29,978	6,160	(6,160)	-	29,978	6,160	(6,160)	-	29,978
36 - HOMELESSNESS INITIATIVE	(21,019)	-	(12,439)	(12,439)	(33,458)	-	-	-	(33,458)
37 - MEASURE M LOCAL RETURN	1,040,499	386,129	(408,820)	(22,691)	1,017,808	400,771	(769,037)	(368,266)	649,542
38 - PROP "C" LOCAL RETURN	1,185,752	454,704	(281,508)	173,196	1,358,948	471,495	(86,042)	385,453	1,744,401
39 - COMMUNITY DEVELOPMENT BLOCK GRANT	(79,197)	155,267	(168,855)	(13,588)	(92,785)	341,700	(189,828)	151,872	59,087
40 - HIGHWAY SAFETY IMPROVEMENT PROGRAM***	(932,082)	922,126	(1,333,966)	(411,840)	(1,343,922)	1,954,300	(1,954,300)	-	(1,343,922)
41 - PROP "A" PARK BOND GRANT	17,482	-	-	-	17,482	200,000	(200,000)	-	17,482
43 - TRANSPORTATION DEVELOPMENT ACT	23,977	-	-	-	23,977	-	-	-	23,977
44 - PROP "A" LOCAL RETURN	1,030,926	552,069	(410,062)	142,007	1,172,933	570,526	(753,226)	(182,700)	990,233
45 - MEASURE R LOCAL RETURN	991,262	341,002	(252,799)	88,203	1,079,465	353,621	(283,940)	69,681	1,149,146
46 - SEWER ASSESSMENT	3,440,766	355,451	-	355,451	3,796,217	405,756	-	405,756	4,201,973
47 - STATE DEFERRED LOAN PROGRAM	20,085	-	-	-	20,085	-	-	-	20,085
49 - CALHOME GENERAL PROGAM	1,746,771	-	-	-	1,746,771	-	(1,000,000)	(1,000,000)	746,771
50 - BEGIN PROGRAM	214,200	-	-	-	214,200	-	-	-	214,200
51 - PERMANENT LOCAL HOUSING ALLOCATION***	(5,045)	-	(5,071)	(5,071)	(10,116)	-	(195,582)	(195,582)	(205,698)
55 - CALHOME REUSE PROGRAM	633,430	94,698	-	94,698	728,128	-	-	-	728,128
67 & 88 - CAPITAL IMPROVEMENT FUND**	1,026,815	-	(1,026,815)	(1,026,815)	-	-	-	-	-
68 - MISCELLANEOUS GRANTS FUND	4,160,330	2,709,325	(6,723,973)	(4,014,648)	145,682	2,299,857	(2,299,857)	-	145,682
70 - SAFE CLEAN WATER PROGRAM	4,293,214	447,371	(50,651)	396,720	4,689,934	459,000	(109,782)	349,218	5,039,152
86 & 94 - HOUSING SUCCESSOR FUND*	438,855	-	-	-	438,855	-	-	-	438,855
90 - FEDERAL GRANTS FUND***	(7,555)	-	-	-	(7,555)	-	-	-	(7,555)
TOTAL SPECIAL REVENUE FUNDS	21,420,259	8,032,290	(12,438,662)	(4,406,372)	17,013,887	9,815,726	(10,369,586)	(553,860)	16,460,027
GRAND TOTAL	\$ 31,361,528	\$ 33,371,728	\$ (31,989,354)	\$ 1,382,374	\$ 32,743,902	\$ 31,480,326	\$ (31,938,816)	\$ (458,490)	\$ 32,285,412
* Should be consolidated with General Fund.									
** Merged with 68 - Miscellaneous Grants Fund									
*** May contain historical errors. Currently being investigated to correct.									

ATTACHMENT C

City of South El Monte Fiscal 2023-24 Budget General Fund Estimated Revenues

ACCOUNT	FY 22-23 Adopted	FY 22-23 Forecasted	FY 23-24 Proposed	Escalation Factor	FY 24-25 Forecasted	FY 25-26 Forecasted	FY 26-27 Forecasted	FY 27-28 Forecasted
4105 - PROPERTY TAX-AB 1197	\$ 960,332	\$ 960,332	\$ 986,369	HDL	\$ 1,004,291	\$ 1,023,871	\$ 1,045,667	\$ 1,069,903
4115 - TRANSFER TAX	\$ 78,030	\$ 82,976	\$ 79,591	1.0200	\$ 81,182	\$ 82,806	\$ 84,462	\$ 86,151
4120 - SALES TAX	\$ 6,245,594	\$ 6,812,522	\$ 6,890,890	HDL	\$ 7,086,981	\$ 7,329,071	\$ 7,585,635	\$ 7,851,914
4121 - MEASURE R HALF CENT	\$ 4,095,000	\$ 4,652,000	\$ 4,727,000	HDL	\$ 4,861,000	\$ 5,027,000	\$ 5,203,000	\$ 5,386,000
4125 - FRANCHISE TAX	\$ 448,800	\$ 466,646	\$ 457,776	1.0200	\$ 466,932	\$ 476,270	\$ 485,796	\$ 495,511
4130 - WASTE FRANCHISE	\$ 510,000	\$ 528,262	\$ 520,200	1.0200	\$ 530,604	\$ 541,216	\$ 552,040	\$ 563,081
4135 - TRANSIENT TAX	\$ 228,888	\$ 337,988	\$ 233,466	1.0200	\$ 238,135	\$ 242,898	\$ 247,756	\$ 252,711
4205 - BUSINESS LICENSE	\$ 285,600	\$ 340,168	\$ 342,103	HDL	\$ 342,103	\$ 342,103	\$ 342,103	\$ 342,103
4207 - SB 1186 FEES	\$ 2,040	\$ 1,020	\$ 2,081	1.0200	\$ 2,122	\$ 2,165	\$ 2,208	\$ 2,252
4225 - TOW FEES	\$ 15,300	\$ 50,559	\$ 15,606	1.0200	\$ 15,918	\$ 16,236	\$ 16,561	\$ 16,892
4227 - PARKING PERMITS	\$ 408	\$ 204	\$ 416	1.0200	\$ 424	\$ 433	\$ 442	\$ 450
4230 - PUBLIC WORKS PERMIT	\$ 107,100	\$ 98,133	\$ 99,888	1.0200	\$ 101,886	\$ 103,923	\$ 106,002	\$ 108,122
4235 - ELECTRICAL PERMITS	\$ 91,800	\$ 82,140	\$ 93,636	1.0200	\$ 95,509	\$ 97,419	\$ 99,367	\$ 101,355
4236 - ELECTRICAL PERMITS RES	\$ 1,020	\$ 510	\$ 1,040	1.0200	\$ 1,061	\$ 1,082	\$ 1,104	\$ 1,126
4240 - MECHANICAL PERMITS	\$ 43,860	\$ 47,146	\$ 44,737	1.0200	\$ 45,632	\$ 46,545	\$ 47,475	\$ 48,425
4241 - MECHANICAL PERMITS RES	\$ 1,020	\$ 510	\$ 1,040	1.0200	\$ 1,061	\$ 1,082	\$ 1,104	\$ 1,126
4245 - PLUMBING PERMITS	\$ 91,800	\$ 132,242	\$ 93,636	1.0200	\$ 95,509	\$ 97,419	\$ 99,367	\$ 101,355
4246 - PLUMBING PERMITS RES	\$ 1,020	\$ 510	\$ 1,040	1.0200	\$ 1,061	\$ 1,082	\$ 1,104	\$ 1,126
4250 - BUILDING PERMITS	\$ 704,820	\$ 730,273	\$ 651,662	1.0200	\$ 664,696	\$ 677,990	\$ 691,549	\$ 705,380
4252 - SB 1473 SURCHARGE	\$ 1,020	\$ 539	\$ 1,040	1.0200	\$ 1,061	\$ 1,082	\$ 1,104	\$ 1,126
4255 - SEWER PERMITS	\$ 3,060	\$ 2,015	\$ 3,121	1.0200	\$ 3,184	\$ 3,247	\$ 3,312	\$ 3,378
4260 - GRADING	\$ 1,020	\$ 510	\$ 1,040	1.0200	\$ 1,061	\$ 1,082	\$ 1,104	\$ 1,126
4263 - ENCROACHMENT PERMIT	\$ 153,000	\$ 131,689	\$ 156,060	1.0200	\$ 159,181	\$ 162,365	\$ 165,612	\$ 168,924
4265 - STRONG MOTION FEES	\$ 2,040	\$ 1,174	\$ 2,081	1.0200	\$ 2,122	\$ 2,165	\$ 2,208	\$ 2,252
4270 - STORAGE OF PERMITS	\$ 30,600	\$ 15,386	\$ 31,212	1.0200	\$ 31,836	\$ 32,473	\$ 33,122	\$ 33,785
4271 - FORECLOSURE REGIS.FEE	\$ 4,590	\$ 5,400	\$ 4,682	1.0200	\$ 4,775	\$ 4,871	\$ 4,968	\$ 5,068
4272 - HOME FRCLSRE PROCSSG.FEE	\$ 3,570	\$ 3,855	\$ 3,641	1.0200	\$ 3,714	\$ 3,789	\$ 3,864	\$ 3,942
4275 - DEVELOPMENT	\$ 102,000	\$ 56,313	\$ 104,040	1.0200	\$ 106,121	\$ 108,243	\$ 110,408	\$ 112,616
4280 - INDUSTRIAL WASTE PERMITS	\$ 61,200	\$ 75,351	\$ 62,424	1.0200	\$ 63,672	\$ 64,946	\$ 66,245	\$ 67,570
4282 - NPDES	\$ 10,200	\$ 7,151	\$ 10,404	1.0200	\$ 10,612	\$ 10,824	\$ 11,041	\$ 11,262
4285 - DOG LICENSE	\$ 21,930	\$ 11,033	\$ 22,369	1.0200	\$ 22,816	\$ 23,272	\$ 23,738	\$ 24,212
4295 - MISC PERMIT	\$ 2,040	\$ 1,020	\$ 2,081	1.0200	\$ 2,122	\$ 2,165	\$ 2,208	\$ 2,252
4305 - PENALTY	\$ 1,020	\$ 510	\$ 1,040	1.0200	\$ 1,061	\$ 1,082	\$ 1,104	\$ 1,126
4310 - FINES & FORFEITURES	\$ 5,100	\$ 4,878	\$ 5,202	1.0200	\$ 5,306	\$ 5,412	\$ 5,520	\$ 5,631
4330 - APPEALS TO DECISIONS	\$ -	\$ 1,500	\$ -	1.0200	\$ -	\$ -	\$ -	\$ -
4335 - PARKING VIOLATIONS	\$ 153,000	\$ 76,500	\$ 156,060	1.0200	\$ 159,181	\$ 162,365	\$ 165,612	\$ 168,924
4350 - ADMIN CITATION FEES	\$ 20,400	\$ 11,200	\$ 20,808	1.0200	\$ 21,224	\$ 21,649	\$ 22,082	\$ 22,523

**City of South El Monte
Fiscal 2023-24 Budget
General Fund Estimated Revenues**

ACCOUNT	FY 22-23 Adopted	FY 22-23 Forecasted	FY 23-24 Proposed	Escalation Factor	FY 24-25 Forecasted	FY 25-26 Forecasted	FY 26-27 Forecasted	FY 27-28 Forecasted
4405 - INTEREST	\$ 6,120	\$ 3,060	\$ 200,000	1.0000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
4415 - RENTS	\$ 51,000	\$ 50,458	\$ 52,020	1.0200	\$ 53,060	\$ 54,122	\$ 55,204	\$ 56,308
4501 - IN LIEU FEES	\$ 51,000	\$ 25,500	\$ 52,020	1.0200	\$ 53,060	\$ 54,122	\$ 55,204	\$ 56,308
4502 - PLANNING FEES	\$ 76,500	\$ 48,072	\$ 130,802	1.0200	\$ 133,418	\$ 136,086	\$ 138,808	\$ 141,584
4504 - SALES OF PUBLICATIONS	\$ -	\$ 6	\$ -	1.0200	\$ -	\$ -	\$ -	\$ -
4508 - DAY CAMPS/AFTER SCHOOL PG	\$ 51,497	\$ 30,028	\$ 52,847	1.0200	\$ 53,904	\$ 54,982	\$ 56,082	\$ 57,203
4510 - SWIM TEAM	\$ 1,867	\$ 933	\$ 1,904	1.0200	\$ 1,942	\$ 1,981	\$ 2,020	\$ 2,061
4512 - BASKETBALL	\$ 20,996	\$ 26,686	\$ 21,886	1.0200	\$ 22,324	\$ 22,770	\$ 23,226	\$ 23,690
4514 - T-BALL	\$ 5,932	\$ 2,966	\$ 7,532	1.0200	\$ 7,683	\$ 7,836	\$ 7,993	\$ 8,153
4520 - EXCURSION-SENIOR CTR	\$ -	\$ 70	\$ -	1.0200	\$ -	\$ -	\$ -	\$ -
4522 - SPL EVENTS/EXCURSION-REC.	\$ -	\$ 230	\$ -	1.0200	\$ -	\$ -	\$ -	\$ -
4524 - RECREATIONAL CLASSES	\$ -	\$ 111,600	\$ -	1.0200	\$ -	\$ -	\$ -	\$ -
4532 - ZUMBA/GYMNASTICS	\$ 3,672	\$ 1,836	\$ 3,745	1.0200	\$ 3,820	\$ 3,897	\$ 3,975	\$ 4,054
4551 - SANTA'S TOY DRIVE DONAT'N	\$ 16,320	\$ 20,160	\$ 16,646	1.0200	\$ 16,979	\$ 17,319	\$ 17,665	\$ 18,019
4554 - FACILITY RESERVATIONS	\$ 39,873	\$ 42,302	\$ 40,670	1.0200	\$ 41,484	\$ 42,313	\$ 43,160	\$ 44,023
4558 - RECREATION SWIM	\$ 965	\$ 482	\$ 984	1.0200	\$ 1,004	\$ 1,024	\$ 1,044	\$ 1,065
4560 - SWIM LESSON	\$ 28,560	\$ 46,085	\$ 39,540	1.0200	\$ 40,331	\$ 41,137	\$ 41,960	\$ 42,799
4562 - BOXING REGISTRATION	\$ 20,316	\$ 17,434	\$ 20,916	1.0200	\$ 21,334	\$ 21,761	\$ 22,196	\$ 22,640
4563 - BOXING DONATIONS	\$ 3,060	\$ 1,530	\$ 3,121	1.0200	\$ 3,184	\$ 3,247	\$ 3,312	\$ 3,378
4595 - YOUTH SNACK BAR SALES	\$ 714	\$ 357	\$ 728	1.0200	\$ 743	\$ 758	\$ 773	\$ 788
4606 - PROP TAX IN LIEU OF VLF	\$ 3,067,331	\$ 3,067,331	\$ 3,316,309	HDL	\$ 3,423,758	\$ 3,542,220	\$ 3,673,282	\$ 3,818,009
4609 - CDC PASS-THROUGH PAYMENTS	\$ 285,600	\$ 285,600	\$ 291,312	1.0200	\$ 297,138	\$ 303,081	\$ 309,143	\$ 315,325
4720 - CANDIDATE FILING FEES	\$ -	\$ 1,800	\$ -	1.0200	\$ -	\$ -	\$ -	\$ -
4737 - DONATIONS-MISC	\$ -	\$ 2,160	\$ -	1.0200	\$ -	\$ -	\$ -	\$ -
4745 - MISC. REVENUE	\$ -	\$ 96,719	\$ -	1.0200	\$ -	\$ -	\$ -	\$ -
4750 - REIMBURSEMENT	\$ -	\$ 20,644	\$ 115,388	1.0000	\$ 115,388	\$ 115,388	\$ 115,388	\$ 115,388
4769 - EXTENDED DAY CARE	\$ 32,701	\$ 19,412	\$ 33,355	1.0200	\$ 34,022	\$ 34,703	\$ 35,397	\$ 36,105
4961 - TSF FR/TO GENERAL FUNDS	\$ 5,798,375	\$ 5,685,814	\$ 1,433,389	SUM	\$ 1,481,603	\$ 1,473,216	\$ 1,434,267	\$ 1,479,549
GENERAL FUND TOTAL REVENUES	\$ 24,050,621	\$ 25,339,438	\$ 21,664,600		\$ 22,241,338	\$ 22,853,608	\$ 23,476,096	\$ 24,217,155

ATTACHMENT D

City of South El Monte Fiscal 2023-24 Budget General Fund Expenditures

FUND	DEPT	DIVISION	ACCOUNT	FY 22-23 Adopted	FY 22-23 Forecasted	FY 23-24 Proposed	Escalation Factor	FY 24-25 Forecasted	FY 25-26 Forecasted	FY 26-27 Forecasted	FY 27-28 Forecasted
ADMINISTRATION - CITY COUNCIL											
01	100	1010	5010 - SALARIES-FULL TIME	\$ 181,741	\$ 187,447	\$ 106,980	1.0300	\$ 110,189	\$ 113,495	\$ 116,900	\$ 120,407
01	100	1010	5180 - ALLOCATED BENEFITS	\$ 66,193	\$ 81,512	\$ 67,709	1.0300	\$ 69,740	\$ 71,832	\$ 73,987	\$ 76,207
01	100	1010	5406 - SPECIAL DEPT. SUPPLIES	\$ 7,000	\$ 5,867	\$ 7,000	1.0500	\$ 7,350	\$ 7,718	\$ 8,103	\$ 8,509
01	100	1010	5908 - TRAINING	\$ 1,000	\$ 500	\$ 1,000	1.0500	\$ 1,050	\$ 1,103	\$ 1,158	\$ 1,216
01	100	1010	5910 - CONFERENCES/SEMINARS	\$ 37,500	\$ 26,008	\$ 60,000	1.0500	\$ 63,000	\$ 66,150	\$ 69,458	\$ 72,930
01	100	1010	5912 - MEETING EXPENSE	\$ 6,000	\$ 5,285	\$ 7,000	1.0500	\$ 7,350	\$ 7,718	\$ 8,103	\$ 8,509
01	100	1010	5914 - MEMBERSHIPS	\$ 42,000	\$ 38,524	\$ 48,750	1.0500	\$ 51,188	\$ 53,747	\$ 56,434	\$ 59,256
01	100	1010	TOTAL	\$ 341,434	\$ 345,144	\$ 298,439		\$ 309,867	\$ 321,762	\$ 334,143	\$ 347,033
CITY ADMINISTRATION											
01	100	1020	5010 - SALARIES-FULL TIME	\$ 568,598	\$ 424,436	\$ 511,891	1.0300	\$ 527,248	\$ 543,065	\$ 559,357	\$ 576,138
01	100	1020	5030 - OVERTIME	\$ -	\$ 885	\$ -	1.0300	\$ -	\$ -	\$ -	\$ -
01	100	1020	5180 - ALLOCATED BENEFITS	\$ 152,951	\$ 211,985	\$ 175,008	1.0300	\$ 180,258	\$ 185,666	\$ 191,236	\$ 196,973
01	100	1020	5215 - CONTR SVCS-PROFESSIONAL	\$ 120,000	\$ 100,500	\$ 120,000	1.0500	\$ 126,000	\$ 132,300	\$ 138,915	\$ 145,861
01	100	1020	5405 - OFFICE SUPPLIES	\$ 2,000	\$ 1,651	\$ 9,000	1.0500	\$ 9,450	\$ 9,923	\$ 10,419	\$ 10,940
01	100	1020	5406 - SPECIAL DEPT. SUPPLIES	\$ 500	\$ 398	\$ -	1.0500	\$ -	\$ -	\$ -	\$ -
01	100	1020	5910 - CONFERENCES/SEMINARS	\$ 10,000	\$ 7,336	\$ 10,000	1.0500	\$ 10,500	\$ 11,025	\$ 11,576	\$ 12,155
01	100	1020	5912 - MEETING EXPENSE	\$ 3,000	\$ 10,577	\$ 3,000	1.0500	\$ 3,150	\$ 3,308	\$ 3,473	\$ 3,647
01	100	1020	5914 - MEMBERSHIPS	\$ 3,000	\$ 2,291	\$ 3,000	1.0500	\$ 3,150	\$ 3,308	\$ 3,473	\$ 3,647
01	100	1020	5916 - POSTAGE	\$ -	\$ -	\$ 2,500	1.0500	\$ 2,625	\$ 2,756	\$ 2,894	\$ 3,039
01	100	1020	5932 - SUBSCRIPTIONS	\$ 6,000	\$ 5,192	\$ 3,000	1.0500	\$ 3,150	\$ 3,308	\$ 3,473	\$ 3,647
01	100	1020	TOTAL	\$ 866,049	\$ 765,251	\$ 837,399		\$ 865,531	\$ 894,657	\$ 924,816	\$ 956,045
ADMINISTRATION - CITY ATTORNEY											
01	100	1030	5215 - CONTR SVCS-PROFESSIONAL	\$ 410,000	\$ 357,569	\$ 450,000	1.0500	\$ 472,500	\$ 496,125	\$ 520,931	\$ 546,978
01	100	1030	TOTAL	\$ 410,000	\$ 357,569	\$ 450,000		\$ 472,500	\$ 496,125	\$ 520,931	\$ 546,978
COMMUNITY PROMOTION											
01	100	1040	5215 - CONTR SVCS-PROFESSIONAL	\$ 7,000	\$ 9,564	\$ 7,000	1.0500	\$ 7,350	\$ 7,718	\$ 8,103	\$ 8,509
01	100	1040	5908 - TRAINING	\$ -	\$ -	\$ 2,000	1.0500	\$ 2,100	\$ 2,205	\$ 2,315	\$ 2,431
01	100	1040	5916 - POSTAGE	\$ 18,000	\$ 19,200	\$ 21,000	1.0500	\$ 22,050	\$ 23,153	\$ 24,310	\$ 25,526
01	100	1040	5921 - NEWSLETTER	\$ 65,000	\$ 66,427	\$ 65,000	1.0500	\$ 68,250	\$ 71,663	\$ 75,246	\$ 79,008
01	100	1040	5922 - MISC COMMUNITY PROMOTION	\$ 40,000	\$ 31,653	\$ 40,720	1.0500	\$ 42,756	\$ 44,894	\$ 47,138	\$ 49,495
01	100	1040	5931 - SOFTWARE LICENSES	\$ 9,500	\$ 7,738	\$ 14,240	1.0500	\$ 14,952	\$ 15,700	\$ 16,485	\$ 17,309
01	100	1040	6015 - OFFICE EQUIPMENT	\$ -	\$ -	\$ 1,700	1.0000	\$ 1,700	\$ 1,700	\$ 1,700	\$ 1,700
01	100	1040	TOTAL	\$ 139,500	\$ 134,582	\$ 151,660		\$ 159,158	\$ 167,031	\$ 175,297	\$ 183,977

**City of South El Monte
Fiscal 2023-24 Budget
General Fund Expenditures**

FUND	DEPT	DIVISION	ACCOUNT	FY 22-23 Adopted	FY 22-23 Forecasted	FY 23-24 Proposed	Escalation Factor	FY 24-25 Forecasted	FY 25-26 Forecasted	FY 26-27 Forecasted	FY 27-28 Forecasted
HUMAN RESOURCES											
01	100	1050	5010 - SALARIES-FULL TIME	\$ 90,300	\$ 49,608	\$ 139,282	1.0300	\$ 143,460	\$ 147,764	\$ 152,197	\$ 156,763
01	100	1050	5020 - SALARIES-PART TIME	\$ -	\$ 29,799	\$ -	1.0300	\$ -	\$ -	\$ -	\$ -
01	100	1050	5030 - OVERTIME	\$ -	\$ 753	\$ -	1.0300	\$ -	\$ -	\$ -	\$ -
01	100	1050	5180 - ALLOCATED BENEFITS	\$ 42,972	\$ 42,630	\$ 68,869	1.0300	\$ 70,935	\$ 73,063	\$ 75,255	\$ 77,513
01	100	1050	5215 - CONTR SVCS-PROFESSIONAL	\$ 20,000	\$ 10,000	\$ -	1.0500	\$ -	\$ -	\$ -	\$ -
01	100	1050	5406 - SPECIAL DEPT. SUPPLIES	\$ 1,600	\$ 1,338	\$ 2,000	1.0500	\$ 2,100	\$ 2,205	\$ 2,315	\$ 2,431
01	100	1050	5908 - TRAINING	\$ 1,000	\$ 500	\$ 1,000	1.0500	\$ 1,050	\$ 1,103	\$ 1,158	\$ 1,216
01	100	1050	5910 - CONFERENCES/SEMINARS	\$ 1,000	\$ 500	\$ 3,500	1.0500	\$ 3,675	\$ 3,859	\$ 4,052	\$ 4,254
01	100	1050	5912 - MEETING EXPENSE	\$ 1,200	\$ 1,014	\$ 1,200	1.0500	\$ 1,260	\$ 1,323	\$ 1,389	\$ 1,459
01	100	1050	5914 - MEMBERSHIPS	\$ 600	\$ 300	\$ 5,000	1.0500	\$ 5,250	\$ 5,513	\$ 5,788	\$ 6,078
01	100	1050	5918 - ADVERTISING	\$ 2,800	\$ 2,095	\$ 7,500	1.0500	\$ 7,875	\$ 8,269	\$ 8,682	\$ 9,116
01	100	1050	5931 - SOFTWARE LICENSES	\$ 12,000	\$ 8,015	\$ 12,000	1.0500	\$ 12,600	\$ 13,230	\$ 13,892	\$ 14,586
01	100	1050	5934 - FINGERPRINTING	\$ 2,400	\$ 1,245	\$ 3,000	1.0500	\$ 3,150	\$ 3,308	\$ 3,473	\$ 3,647
01	100	1050	5936 - EMPLOYEE PHYSICALS	\$ 9,300	\$ 12,383	\$ 11,000	1.0500	\$ 11,550	\$ 12,128	\$ 12,734	\$ 13,371
01	100	1050	5938 - EDUCATION REIMBURSEMENT	\$ 10,000	\$ 7,403	\$ 10,000	1.0500	\$ 10,500	\$ 11,025	\$ 11,576	\$ 12,155
01	100	1050	5940 - EMPLOYEE RECOGNITION	\$ 4,000	\$ 4,320	\$ 4,000	1.0500	\$ 4,200	\$ 4,410	\$ 4,631	\$ 4,862
01	100	1050	5941 - MEDICAL INS ADM FEE	\$ 2,000	\$ 2,219	\$ 2,000	1.0500	\$ 2,100	\$ 2,205	\$ 2,315	\$ 2,431
01	100	1050	5945 - MEDICAL INSURANCE-RETIRED	\$ 17,500	\$ 15,008	\$ 17,500	1.0500	\$ 18,375	\$ 19,294	\$ 20,258	\$ 21,271
01	100	1050	TOTAL	\$ 218,672	\$ 189,130	\$ 287,851		\$ 298,081	\$ 308,697	\$ 319,715	\$ 331,152
RISK MANAGEMENT											
01	100	1060	5010 - SALARIES-FULL TIME	\$ 90,300	\$ 79,406	\$ 139,282	1.0300	\$ 143,460	\$ 147,764	\$ 152,197	\$ 156,763
01	100	1060	5030 - OVERTIME	\$ -	\$ 753	\$ -	1.0300	\$ -	\$ -	\$ -	\$ -
01	100	1060	5180 - ALLOCATED BENEFITS	\$ 42,972	\$ 41,393	\$ 68,869	1.0300	\$ 70,935	\$ 73,063	\$ 75,255	\$ 77,513
01	100	1060	5805 - EMPLOYEE BOND	\$ 1,274	\$ 1,876	\$ 1,301	1.0500	\$ 1,366	\$ 1,434	\$ 1,506	\$ 1,581
01	100	1060	5810 - GENERAL LIABILITY INS	\$ 233,575	\$ 233,575	\$ 286,808	1.0500	\$ 301,148	\$ 316,206	\$ 332,016	\$ 348,617
01	100	1060	5815 - WORKER'S COMP INS	\$ 315,145	\$ 548,720	\$ 323,973	1.0500	\$ 340,172	\$ 357,180	\$ 375,039	\$ 393,791
01	100	1060	5820 - PROPERTY & AUTO INS	\$ 138,193	\$ 138,194	\$ 171,929	1.0500	\$ 180,525	\$ 189,552	\$ 199,029	\$ 208,981
01	100	1060	5825 - ENVIRONMENTAL INS	\$ 2,183	\$ 2,425	\$ 2,522	1.0500	\$ 2,648	\$ 2,781	\$ 2,920	\$ 3,066
01	100	1060	5910 - CONFERENCES/SEMINARS	\$ 1,500	\$ 750	\$ 1,500	1.0500	\$ 1,575	\$ 1,654	\$ 1,736	\$ 1,823
01	100	1060	5914 - MEMBERSHIPS	\$ 150	\$ 225	\$ 150	1.0500	\$ 158	\$ 165	\$ 174	\$ 182
01	100	1060	TOTAL	\$ 825,292	\$ 1,047,317	\$ 996,334		\$ 1,041,988	\$ 1,089,799	\$ 1,139,873	\$ 1,192,317

**City of South El Monte
Fiscal 2023-24 Budget
General Fund Expenditures**

FUND	DEPT	DIVISION	ACCOUNT	FY 22-23 Adopted	FY 22-23 Forecasted	FY 23-24 Proposed	Escalation Factor	FY 24-25 Forecasted	FY 25-26 Forecasted	FY 26-27 Forecasted	FY 27-28 Forecasted
PUBLIC SAFETY - SHERIFF											
01	110	1110	5220 - CONTR SVCS-GEN LAW ENF	\$ 5,128,229	\$ 5,128,229	\$ 5,816,994	1.0761	\$ 6,259,667	\$ 6,736,028	\$ 7,248,640	\$ 7,800,261
01	110	1110	5610 - LIABILITY INSURANCE	\$ 564,105	\$ 564,105	\$ 595,978	1.1200	\$ 667,495	\$ 747,595	\$ 837,306	\$ 937,783
01	110	1110	5630 - SCHOOL BASED PROGRAM	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
01	110	1110	5633 - COMMUNITY BASED PROGRAM	\$ 22,000	\$ 30,660	\$ 23,674	1.0500	\$ 24,858	\$ 26,101	\$ 27,406	\$ 28,776
01	110	1110	5635 - LAW ENF.-SATURATION PATRL	\$ 18,000	\$ 9,000	\$ 19,370	1.0500	\$ 20,339	\$ 21,355	\$ 22,423	\$ 23,544
01	110	1110	6010 - VEHICLES	\$ -	\$ -	\$ 105,000	1.0000	\$ 105,000	\$ 105,000	\$ 105,000	\$ 105,000
01	110	1110	6015 - OFFICE EQUIPMENT	\$ 3,500	\$ 1,750	\$ -	1.0000	\$ -	\$ -	\$ -	\$ -
01	110	1110	TOTAL	\$ 5,735,834	\$ 5,733,744	\$ 6,561,016		\$ 7,077,359	\$ 7,636,079	\$ 8,240,775	\$ 8,895,364
PUBLIC SAFETY - SCHOOL SAFETY											
01	110	1170	5020 - SALARIES-PART TIME	\$ 86,178	\$ 57,928	\$ 91,432	1.0300	\$ 94,175	\$ 97,000	\$ 99,910	\$ 102,908
01	110	1170	5180 - ALLOCATED BENEFITS	\$ 6,593	\$ 4,961	\$ 7,506	1.0300	\$ 7,731	\$ 7,963	\$ 8,202	\$ 8,448
01	110	1170	5956 - UNIFORMS	\$ 1,000	\$ 847	\$ 2,000	1.0500	\$ 2,100	\$ 2,205	\$ 2,315	\$ 2,431
01	110	1170	5966 - FUEL	\$ -	\$ -	\$ 600	1.0500	\$ 630	\$ 662	\$ 695	\$ 729
01	110	1170	TOTAL	\$ 93,771	\$ 63,736	\$ 101,538		\$ 104,636	\$ 107,830	\$ 111,122	\$ 114,516
CITY CLERK											
01	120	1210	5010 - SALARIES-FULL TIME	\$ 194,555	\$ 198,604	\$ 198,340	1.0300	\$ 204,290	\$ 210,419	\$ 216,731	\$ 223,233
01	120	1210	5020 - SALARIES-PART TIME	\$ 20,077	\$ -	\$ 37,056	1.0300	\$ 38,168	\$ 39,313	\$ 40,492	\$ 41,707
01	120	1210	5030 - OVERTIME	\$ 1,500	\$ 1,505	\$ 1,500	1.0300	\$ 1,545	\$ 1,591	\$ 1,639	\$ 1,688
01	120	1210	5180 - ALLOCATED BENEFITS	\$ 82,798	\$ 115,257	\$ 97,904	1.0300	\$ 100,841	\$ 103,866	\$ 106,982	\$ 110,192
01	120	1210	5406 - SPECIAL DEPT. SUPPLIES	\$ 3,000	\$ 2,237	\$ 3,000	1.0500	\$ 3,150	\$ 3,308	\$ 3,473	\$ 3,647
01	120	1210	5908 - TRAINING	\$ 4,000	\$ 5,215	\$ 4,000	1.0500	\$ 4,200	\$ 4,410	\$ 4,631	\$ 4,862
01	120	1210	5910 - CONFERENCES/SEMINARS	\$ 3,000	\$ 2,750	\$ 3,000	1.0500	\$ 3,150	\$ 3,308	\$ 3,473	\$ 3,647
01	120	1210	5914 - MEMBERSHIPS	\$ 900	\$ 675	\$ 750	1.0500	\$ 788	\$ 827	\$ 868	\$ 912
01	120	1210	5919 - LEGAL ADVERTISING	\$ 12,000	\$ 7,667	\$ 12,000	1.0500	\$ 12,600	\$ 13,230	\$ 13,892	\$ 14,586
01	120	1210	5920 - MUNICIPAL CODE SUPPLEMENT	\$ 5,000	\$ 2,500	\$ 5,000	1.0500	\$ 5,250	\$ 5,513	\$ 5,788	\$ 6,078
01	120	1210	5931 - SOFTWARE LICENSES	\$ 18,000	\$ 23,120	\$ 15,000	1.0500	\$ 15,750	\$ 16,538	\$ 17,364	\$ 18,233
01	120	1210	5933 - RECORDS MANAGEMENT PRGRMS	\$ 1,000	\$ 500	\$ 525	1.0500	\$ 551	\$ 579	\$ 608	\$ 638
01	120	1210	6015 - OFFICE EQUIPMENT	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
01	120	1210	TOTAL	\$ 345,830	\$ 360,031	\$ 378,075		\$ 390,283	\$ 402,900	\$ 415,941	\$ 429,421
CITY CLERK - ELECTIONS											
01	120	1220	5205 - CONTR SVCS-PUBLIC	\$ 60,000	\$ 30,000	\$ -	1.0500	\$ -	\$ -	\$ -	\$ -
01	120	1220	5415 - ELECTION SUPPLIES	\$ 1,000	\$ 506	\$ 1,000	1.0500	\$ 1,050	\$ 1,103	\$ 1,158	\$ 1,216
01	120	1220	5919 - LEGAL ADVERTISING	\$ 10,000	\$ 14,956	\$ -	1.0500	\$ -	\$ -	\$ -	\$ -
01	120	1220	TOTAL	\$ 71,000	\$ 45,462	\$ 1,000		\$ 1,050	\$ 1,103	\$ 1,158	\$ 1,216

**City of South El Monte
Fiscal 2023-24 Budget
General Fund Expenditures**

FUND	DEPT	DIVISION	ACCOUNT	FY 22-23 Adopted	FY 22-23 Forecasted	FY 23-24 Proposed	Escalation Factor	FY 24-25 Forecasted	FY 25-26 Forecasted	FY 26-27 Forecasted	FY 27-28 Forecasted
FINANCE/TREASURER - ACCOUNTING											
01	130	1310	5010 - SALARIES-FULL TIME	\$ 351,447	\$ 369,863	\$ 392,253	1.0300	\$ 404,021	\$ 416,141	\$ 428,625	\$ 441,484
01	130	1310	5020 - SALARIES-PART TIME	\$ 145,870	\$ 121,240	\$ 42,078	1.0300	\$ 43,340	\$ 44,641	\$ 45,980	\$ 47,359
01	130	1310	5030 - OVERTIME	\$ 2,000	\$ 11,082	\$ -	1.0300	\$ -	\$ -	\$ -	\$ -
01	130	1310	5180 - ALLOCATED BENEFITS	\$ 134,778	\$ 222,527	\$ 179,979	1.0300	\$ 185,378	\$ 190,940	\$ 196,668	\$ 202,568
01	130	1310	5215 - CONTR SVCS-PROFESSIONAL	\$ 30,000	\$ 42,784	\$ 18,290	1.0500	\$ 19,205	\$ 20,165	\$ 21,173	\$ 22,232
01	130	1310	5280 - ARMORED SERVICES	\$ 1,800	\$ 1,770	\$ 2,088	1.0500	\$ 2,192	\$ 2,302	\$ 2,417	\$ 2,538
01	130	1310	5406 - SPECIAL DEPT. SUPPLIES	\$ 3,800	\$ 5,584	\$ 3,800	1.0500	\$ 3,990	\$ 4,190	\$ 4,399	\$ 4,619
01	130	1310	5902 - SPECIAL AUDITING SERVICES	\$ -	\$ -	\$ 10,000	1.0500	\$ 10,500	\$ 11,025	\$ 11,576	\$ 12,155
01	130	1310	5903 - PROPERTY TAX AUDIT	\$ 7,800	\$ 3,900	\$ 8,700	1.0500	\$ 9,135	\$ 9,592	\$ 10,071	\$ 10,575
01	130	1310	5904 - SALES TAX AUDIT	\$ 8,100	\$ 6,432	\$ 8,100	1.0500	\$ 8,505	\$ 8,930	\$ 9,377	\$ 9,846
01	130	1310	5906 - ANNUAL AUDIT SERVICES	\$ 42,000	\$ 42,000	\$ 61,673	1.0500	\$ 64,757	\$ 67,994	\$ 71,394	\$ 74,964
01	130	1310	5908 - TRAINING	\$ 500	\$ 305	\$ 1,000	1.0500	\$ 1,050	\$ 1,103	\$ 1,158	\$ 1,216
01	130	1310	5910 - CONFERENCES/SEMINARS	\$ 300	\$ 150	\$ 1,000	1.0500	\$ 1,050	\$ 1,103	\$ 1,158	\$ 1,216
01	130	1310	5913 - BANK CHARGES	\$ 14,000	\$ 7,821	\$ 14,000	1.0500	\$ 14,700	\$ 15,435	\$ 16,207	\$ 17,017
01	130	1310	5914 - MEMBERSHIPS	\$ 300	\$ 684	\$ 300	1.0500	\$ 315	\$ 331	\$ 347	\$ 365
01	130	1310	5946 - PRINTING	\$ 100	\$ 50	\$ -	1.0500	\$ -	\$ -	\$ -	\$ -
01	130	1310	6110 - INTEREST EXPENSE	\$ -	\$ 627	\$ -	1.0000	\$ -	\$ -	\$ -	\$ -
01	130	1310	6115 - LOAN REPAYMENT	\$ 441,000	\$ 675,989	\$ 669,971	DS	\$ 675,989	\$ 675,989	\$ 675,989	\$ 675,989
01	130	1310	TOTAL	\$ 1,183,795	\$ 1,512,807	\$ 1,413,232		\$ 1,444,127	\$ 1,469,879	\$ 1,496,539	\$ 1,524,141
FINANCE/TREASURER - MANAGEMENT I											
01	130	1330	5215 - CONTR SVCS-PROFESSIONAL	\$ 273,517	\$ 266,363	\$ 312,919	1.0500	\$ 328,565	\$ 344,993	\$ 362,243	\$ 380,355
01	130	1330	5715 - UTILITY-PHONE/CELL PHONE	\$ 46,000	\$ 51,075	\$ 51,000	1.0500	\$ 53,550	\$ 56,228	\$ 59,039	\$ 61,991
01	130	1330	5931 - SOFTWARE LICENSES	\$ 51,000	\$ 29,310	\$ 126,999	1.0500	\$ 133,349	\$ 140,016	\$ 147,017	\$ 154,368
01	130	1330	5932 - SUBSCRIPTIONS	\$ -	\$ -	\$ 32,440	1.0500	\$ 34,062	\$ 35,765	\$ 37,553	\$ 39,431
01	130	1330	5950 - EQUIPMENT LEASE	\$ 36,000	\$ 31,963	\$ 43,981	1.0000	\$ 43,981	\$ 43,981	\$ 43,981	\$ 43,981
01	130	1330	6015 - OFFICE EQUIPMENT	\$ 12,000	\$ 27,782	\$ 12,000	1.0000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
01	130	1330	6020 - EQUIPMENT	\$ 14,000	\$ 8,690	\$ 59,000	1.0000	\$ 59,000	\$ 59,000	\$ 59,000	\$ 59,000
01	130	1330	TOTAL	\$ 432,517	\$ 415,184	\$ 638,339		\$ 664,507	\$ 691,983	\$ 720,833	\$ 751,126
FINANCE/TREASURER - ANIMAL CONTROL											
01	130	1460	5215 - CONTR SVCS-PROFESSIONAL	\$ 145,000	\$ 199,612	\$ 141,625	1.0500	\$ 148,706	\$ 156,142	\$ 163,949	\$ 172,146
01	130	1460	TOTAL	\$ 145,000	\$ 199,612	\$ 141,625		\$ 148,706	\$ 156,142	\$ 163,949	\$ 172,146

**City of South El Monte
Fiscal 2023-24 Budget
General Fund Expenditures**

FUND	DEPT	DIVISION	ACCOUNT	FY 22-23 Adopted	FY 22-23 Forecasted	FY 23-24 Proposed	Escalation Factor	FY 24-25 Forecasted	FY 25-26 Forecasted	FY 26-27 Forecasted	FY 27-28 Forecasted
COMMUNITY & ECONOMIC DEVELOPMENT - PUBLIC SAFETY											
01	140	1100	5010 - SALARIES-FULL TIME	\$ 94,349	\$ -	\$ 99,275	1.0300	\$ 102,253	\$ 105,321	\$ 108,480	\$ 111,735
01	140	1100	5020 - SALARIES-PART TIME	\$ 54,398	\$ 48,111	\$ 45,115	1.0300	\$ 46,468	\$ 47,863	\$ 49,298	\$ 50,777
01	140	1100	5030 - OVERTIME	\$ -	\$ -	\$ 1,000	1.0300	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126
01	140	1100	5180 - ALLOCATED BENEFITS	\$ 74,056	\$ 3,908	\$ 58,854	1.0300	\$ 60,620	\$ 62,438	\$ 64,311	\$ 66,241
01	140	1100	5215 - CONTR SVCS-PROFESSIONAL	\$ 89,000	\$ 86,859	\$ 90,000	1.0500	\$ 94,500	\$ 99,225	\$ 104,186	\$ 109,396
01	140	1100	5406 - SPECIAL DEPT. SUPPLIES	\$ 1,000	\$ 667	\$ 1,000	1.0500	\$ 1,050	\$ 1,103	\$ 1,158	\$ 1,216
01	140	1100	5908 - TRAINING	\$ 500	\$ 333	\$ 500	1.0500	\$ 525	\$ 551	\$ 579	\$ 608
01	140	1100	5956 - UNIFORMS	\$ 1,500	\$ 750	\$ 1,500	1.0500	\$ 1,575	\$ 1,654	\$ 1,736	\$ 1,823
01	140	1100	TOTAL	\$ 314,803	\$ 140,627	\$ 297,244		\$ 308,021	\$ 319,215	\$ 330,842	\$ 342,921
COMMUNITY & ECONOMIC DEVELOPMENT - PLANNING COMMISSION											
01	140	1410	5204 - STIPEND	\$ 9,000	\$ 5,250	\$ 9,000	1.0000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000
01	140	1410	5406 - SPECIAL DEPT. SUPPLIES	\$ 300	\$ 150	\$ 300	1.0500	\$ 315	\$ 331	\$ 347	\$ 365
01	140	1410	5908 - TRAINING	\$ 3,000	\$ 1,500	\$ 3,000	1.0500	\$ 3,150	\$ 3,308	\$ 3,473	\$ 3,647
01	140	1410	TOTAL	\$ 12,300	\$ 6,900	\$ 12,300		\$ 12,465	\$ 12,638	\$ 12,820	\$ 13,011
COMMUNITY & ECONOMIC DEVELOPMENT - COMMUNITY DEVELOPMENT											
01	140	1430	5010 - SALARIES-FULL TIME	\$ 233,715	\$ 173,680	\$ 275,881	1.0300	\$ 284,157	\$ 292,682	\$ 301,463	\$ 310,506
01	140	1430	5020 - SALARIES-PART TIME	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
01	140	1430	5030 - OVERTIME	\$ 1,000	\$ -	\$ 1,000	1.0300	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126
01	140	1430	5180 - ALLOCATED BENEFITS	\$ 62,423	\$ 81,038	\$ 86,183	1.0300	\$ 88,768	\$ 91,432	\$ 94,174	\$ 97,000
01	140	1430	5215 - CONTR SVCS-PROFESSIONAL	\$ 455,000	\$ 257,639	\$ 455,000	1.0500	\$ 477,750	\$ 501,638	\$ 526,719	\$ 553,055
01	140	1430	5406 - SPECIAL DEPT. SUPPLIES	\$ 4,600	\$ 2,668	\$ 4,000	1.0500	\$ 4,200	\$ 4,410	\$ 4,631	\$ 4,862
01	140	1430	5908 - TRAINING	\$ 1,000	\$ 670	\$ 1,000	1.0500	\$ 1,050	\$ 1,103	\$ 1,158	\$ 1,216
01	140	1430	5910 - CONFERENCES/SEMINARS	\$ 4,000	\$ 3,343	\$ 4,000	1.0500	\$ 4,200	\$ 4,410	\$ 4,631	\$ 4,862
01	140	1430	5914 - MEMBERSHIPS	\$ 1,300	\$ 650	\$ 1,300	1.0500	\$ 1,365	\$ 1,433	\$ 1,505	\$ 1,580
01	140	1430	5919 - LEGAL ADVERTISING	\$ 7,000	\$ 4,540	\$ 7,000	1.0500	\$ 7,350	\$ 7,718	\$ 8,103	\$ 8,509
01	140	1430	5931 - SOFTWARE LICENSES	\$ 3,100	\$ 4,813	\$ 32,900	1.0500	\$ 34,545	\$ 36,272	\$ 38,086	\$ 39,990
01	140	1430	TOTAL	\$ 773,138	\$ 529,040	\$ 868,264		\$ 904,416	\$ 942,158	\$ 981,562	\$ 1,022,705

**City of South El Monte
Fiscal 2023-24 Budget
General Fund Expenditures**

FUND	DEPT	DIVISION	ACCOUNT	FY 22-23 Adopted	FY 22-23 Forecasted	FY 23-24 Proposed	Escalation Factor	FY 24-25 Forecasted	FY 25-26 Forecasted	FY 26-27 Forecasted	FY 27-28 Forecasted
COMMUNITY & ECONOMIC DEVELOPMENT - BUILDING & SAFETY											
01	140	1440	5010 - SALARIES-FULL TIME	\$ 132,385	\$ 165,697	\$ 255,370	1.0300	\$ 263,031	\$ 270,922	\$ 279,050	\$ 287,421
01	140	1440	5030 - OVERTIME	\$ -	\$ 13,452	\$ -	1.0300	\$ -	\$ -	\$ -	\$ -
01	140	1440	5180 - ALLOCATED BENEFITS	\$ 50,384	\$ 97,285	\$ 81,209	1.0300	\$ 83,645	\$ 86,155	\$ 88,739	\$ 91,401
01	140	1440	5210 - CONTR SVCS-PRIVATE	\$ -	\$ 122,891	\$ -	1.0500	\$ -	\$ -	\$ -	\$ -
01	140	1440	5215 - CONTR SVCS-PROFESSIONAL	\$ 343,000	\$ 206,709	\$ 355,000	1.0500	\$ 372,750	\$ 391,388	\$ 410,957	\$ 431,505
01	140	1440	5273 - FORECLOSED PROPERTY SVCS	\$ 3,000	\$ 2,880	\$ 3,000	1.0500	\$ 3,150	\$ 3,308	\$ 3,473	\$ 3,647
01	140	1440	5406 - SPECIAL DEPT. SUPPLIES	\$ 1,000	\$ 667	\$ 1,000	1.0500	\$ 1,050	\$ 1,103	\$ 1,158	\$ 1,216
01	140	1440	5908 - TRAINING	\$ 2,500	\$ 1,250	\$ 2,500	1.0500	\$ 2,625	\$ 2,756	\$ 2,894	\$ 3,039
01	140	1440	5914 - MEMBERSHIPS	\$ 500	\$ 250	\$ 500	1.0500	\$ 525	\$ 551	\$ 579	\$ 608
01	140	1460	TOTAL	\$ 532,769	\$ 611,081	\$ 698,579		\$ 726,776	\$ 756,182	\$ 786,849	\$ 818,836
COMMUNITY & ECONOMIC DEVELOPMENT - CODE ENFORCEMENT											
01	140	7020	5010 - SALARIES-FULL TIME	\$ 354,783	\$ 370,991	\$ 321,750	1.0300	\$ 331,403	\$ 341,345	\$ 351,585	\$ 362,132
01	140	7020	5030 - OVERTIME	\$ -	\$ -	\$ 3,000	1.0300	\$ 3,090	\$ 3,183	\$ 3,278	\$ 3,377
01	140	7020	5180 - ALLOCATED BENEFITS	\$ 158,575	\$ 240,291	\$ 174,950	1.0300	\$ 180,199	\$ 185,604	\$ 191,173	\$ 196,908
01	140	7020	5215 - CONTR SVCS-PROFESSIONAL	\$ 31,000	\$ 21,305	\$ 31,000	1.0500	\$ 32,550	\$ 34,178	\$ 35,886	\$ 37,681
01	140	7020	5406 - SPECIAL DEPT. SUPPLIES	\$ 1,000	\$ 735	\$ 1,000	1.0500	\$ 1,050	\$ 1,103	\$ 1,158	\$ 1,216
01	140	7020	5908 - TRAINING	\$ 1,000	\$ 500	\$ 1,000	1.0500	\$ 1,050	\$ 1,103	\$ 1,158	\$ 1,216
01	140	7020	5956 - UNIFORMS	\$ 1,500	\$ 2,686	\$ 2,800	1.0500	\$ 2,940	\$ 3,087	\$ 3,241	\$ 3,403
01	140	7020	TOTAL	\$ 547,858	\$ 636,508	\$ 535,500		\$ 552,281	\$ 569,601	\$ 587,479	\$ 605,932
WOMEN'S COMMISSION											
01	150	1505	5204 - STIPEND	\$ -	\$ -	\$ 2,000	1.0000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
01	150	1505	5406 - SPECIAL DEPT. SUPPLIES	\$ -	\$ -	\$ 750	1.0500	\$ 788	\$ 827	\$ 868	\$ 912
01	150	1505	5910 - CONFERENCES/SEMINARS	\$ -	\$ -	\$ 500	1.0500	\$ 525	\$ 551	\$ 579	\$ 608
01	150	1505	TOTAL	\$ -	\$ -	\$ 3,250		\$ 3,313	\$ 3,378	\$ 3,447	\$ 3,519
COMMUNITY SERVICES - COMMUNITY SERVICES COMMISSION											
01	150	1510	5204 - STIPEND	\$ 8,400	\$ 6,400	\$ 6,000	1.0000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
01	150	1510	5406 - SPECIAL DEPT. SUPPLIES	\$ 750	\$ 375	\$ 750	1.0500	\$ 788	\$ 827	\$ 868	\$ 912
01	150	1510	5910 - CONFERENCES/SEMINARS	\$ 1,300	\$ 650	\$ 1,300	1.0500	\$ 1,365	\$ 1,433	\$ 1,505	\$ 1,580
01	150	1510	5914 - MEMBERSHIPS	\$ 1,100	\$ 550	\$ 1,100	1.0500	\$ 1,155	\$ 1,213	\$ 1,273	\$ 1,337
01	150	1510	TOTAL	\$ 11,550	\$ 7,975	\$ 9,150		\$ 9,308	\$ 9,473	\$ 9,647	\$ 9,829
COMMUNITY SERVICES - PATRIOTIC COMMISSION											
01	150	1515	5204 - STIPEND	\$ 6,000	\$ 4,700	\$ 6,000	1.0000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
01	150	1515	5406 - SPECIAL DEPT. SUPPLIES	\$ 1,500	\$ 750	\$ 1,500	1.0500	\$ 1,575	\$ 1,654	\$ 1,736	\$ 1,823
01	150	1515	TOTAL	\$ 7,500	\$ 5,450	\$ 7,500		\$ 7,575	\$ 7,654	\$ 7,736	\$ 7,823

**City of South El Monte
Fiscal 2023-24 Budget
General Fund Expenditures**

FUND	DEPT	DIVISION	ACCOUNT	FY 22-23 Adopted	FY 22-23 Forecasted	FY 23-24 Proposed	Escalation Factor	FY 24-25 Forecasted	FY 25-26 Forecasted	FY 26-27 Forecasted	FY 27-28 Forecasted
COMMUNITY SERVICES - SENIOR SERVICES											
01	150	1530	5010 - SALARIES-FULL TIME	\$ 149,582	\$ 174,626	\$ 268,128	1.0300	\$ 276,172	\$ 284,457	\$ 292,991	\$ 301,780
01	150	1530	5020 - SALARIES-PART TIME	\$ 60,583	\$ 44,566	\$ 127,317	1.0300	\$ 131,137	\$ 135,071	\$ 139,123	\$ 143,296
01	150	1530	5030 - OVERTIME	\$ 1,000	\$ 2,729	\$ 4,000	1.0300	\$ 4,120	\$ 4,244	\$ 4,371	\$ 4,502
01	150	1530	5180 - ALLOCATED BENEFITS	\$ 69,874	\$ 120,776	\$ 160,343	1.0300	\$ 165,153	\$ 170,108	\$ 175,211	\$ 180,467
01	150	1530	5406 - SPECIAL DEPT. SUPPLIES	\$ 3,000	\$ 2,171	\$ 3,000	1.0500	\$ 3,150	\$ 3,308	\$ 3,473	\$ 3,647
01	150	1530	5430 - SUPPLIES-ACTIVITIES	\$ 5,500	\$ 5,329	\$ 7,500	1.0500	\$ 7,875	\$ 8,269	\$ 8,682	\$ 9,116
01	150	1530	5440 - FOOD	\$ 25,000	\$ 14,869	\$ 25,000	1.0500	\$ 26,250	\$ 27,563	\$ 28,941	\$ 30,388
01	150	1530	5908 - TRAINING	\$ 1,000	\$ 950	\$ 2,000	1.0500	\$ 2,100	\$ 2,205	\$ 2,315	\$ 2,431
01	150	1530	5910 - CONFERENCES/SEMINARS	\$ 5,500	\$ 5,842	\$ 6,000	1.0500	\$ 6,300	\$ 6,615	\$ 6,946	\$ 7,293
01	150	1530	5937 - VOLUNTEER RECOGNITN DINNR	\$ 2,300	\$ 1,150	\$ 3,500	1.0500	\$ 3,675	\$ 3,859	\$ 4,052	\$ 4,254
01	150	1530	5952 - SPECIAL EVENTS	\$ 15,000	\$ 12,570	\$ 16,000	1.0500	\$ 16,800	\$ 17,640	\$ 18,522	\$ 19,448
01	150	1530	5956 - UNIFORMS	\$ 500	\$ 250	\$ 600	1.0500	\$ 630	\$ 662	\$ 695	\$ 729
01	150	1530	6020 - EQUIPMENT	\$ 25,500	\$ 25,288	\$ 6,500	1.0000	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500
01	150	1530	TOTAL	\$ 364,339	\$ 411,116	\$ 629,888		\$ 649,862	\$ 670,498	\$ 691,820	\$ 713,853
COMMUNITY SERVICES - RECREATION											
01	150	1540	5010 - SALARIES-FULL TIME	\$ 264,670	\$ 221,410	\$ 223,094	1.0300	\$ 229,787	\$ 236,680	\$ 243,781	\$ 251,094
01	150	1540	5020 - SALARIES-PART TIME	\$ 425,130	\$ 658,433	\$ 440,419	1.0300	\$ 453,632	\$ 467,241	\$ 481,258	\$ 495,695
01	150	1540	5025 - SALARIES-PART TIME SEASON	\$ -	\$ 107,396	\$ -	1.0300	\$ -	\$ -	\$ -	\$ -
01	150	1540	5030 - OVERTIME	\$ 16,000	\$ 40,344	\$ 16,000	1.0300	\$ 16,480	\$ 16,974	\$ 17,484	\$ 18,008
01	150	1540	5180 - ALLOCATED BENEFITS	\$ 133,833	\$ 233,651	\$ 143,796	1.0300	\$ 148,110	\$ 152,553	\$ 157,130	\$ 161,844
01	150	1540	5210 - CONTR SVCS-PRIVATE	\$ 4,000	\$ 2,000	\$ 2,000	1.0500	\$ 2,100	\$ 2,205	\$ 2,315	\$ 2,431
01	150	1540	5406 - SPECIAL DEPT. SUPPLIES	\$ 1,600	\$ 2,333	\$ 4,000	1.0500	\$ 4,200	\$ 4,410	\$ 4,631	\$ 4,862
01	150	1540	5431 - PROGRAM SUPPLIES	\$ 21,000	\$ 22,442	\$ 53,000	1.0500	\$ 55,650	\$ 58,433	\$ 61,354	\$ 64,422
01	150	1540	5908 - TRAINING	\$ 1,000	\$ 905	\$ 2,000	1.0500	\$ 2,100	\$ 2,205	\$ 2,315	\$ 2,431
01	150	1540	5910 - CONFERENCES/SEMINARS	\$ 2,000	\$ 1,000	\$ 4,000	1.0500	\$ 4,200	\$ 4,410	\$ 4,631	\$ 4,862
01	150	1540	5912 - MEETING EXPENSE	\$ 500	\$ 250	\$ 750	1.0500	\$ 788	\$ 827	\$ 868	\$ 912
01	150	1540	5914 - MEMBERSHIPS	\$ 700	\$ 515	\$ 1,000	1.0500	\$ 1,050	\$ 1,103	\$ 1,158	\$ 1,216
01	150	1540	5951 - FACILITY RENTAL	\$ 2,200	\$ 3,332	\$ 5,000	1.0000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
01	150	1540	5954 - SECURITY	\$ 1,000	\$ 1,657	\$ 3,000	1.0500	\$ 3,150	\$ 3,308	\$ 3,473	\$ 3,647
01	150	1540	5956 - UNIFORMS	\$ 7,700	\$ 6,766	\$ 10,000	1.0500	\$ 10,500	\$ 11,025	\$ 11,576	\$ 12,155
01	150	1540	6015 - OFFICE EQUIPMENT	\$ 20,000	\$ 13,273	\$ 4,500	1.0000	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500
01	150	1540	TOTAL	\$ 901,333	\$ 1,315,706	\$ 912,559		\$ 941,246	\$ 970,873	\$ 1,001,473	\$ 1,033,078

**City of South El Monte
Fiscal 2023-24 Budget
General Fund Expenditures**

FUND	DEPT	DIVISION	ACCOUNT	FY 22-23 Adopted	FY 22-23 Forecasted	FY 23-24 Proposed	Escalation Factor	FY 24-25 Forecasted	FY 25-26 Forecasted	FY 26-27 Forecasted	FY 27-28 Forecasted
RECREATION PROGRAMS - YOUTH SPORTS											
01	151	1541	5215 - CONTR SVCS-PROFESSIONAL	\$ 6,800	\$ 4,292	\$ 5,000	1.0500	\$ 5,250	\$ 5,513	\$ 5,788	\$ 6,078
01	151	1541	5430 - SUPPLIES-ACTIVITIES	\$ 11,500	\$ 7,831	\$ 11,500	1.0500	\$ 12,075	\$ 12,679	\$ 13,313	\$ 13,978
01	151	1541	5440 - FOOD	\$ 1,600	\$ 800	\$ 2,500	1.0500	\$ 2,625	\$ 2,756	\$ 2,894	\$ 3,039
01	151	1541	5490 - SNACK BAR SUPPLY	\$ 1,000	\$ 500	\$ 1,000	1.0500	\$ 1,050	\$ 1,103	\$ 1,158	\$ 1,216
01	151	1541	5499 - MINOR EQUIPMENT	\$ 1,000	\$ 1,323	\$ 1,250	1.0500	\$ 1,313	\$ 1,378	\$ 1,447	\$ 1,519
01	151	1541	5956 - UNIFORMS	\$ 16,800	\$ 9,877	\$ 16,800	1.0500	\$ 17,640	\$ 18,522	\$ 19,448	\$ 20,421
01	151	1541	6020 - EQUIPMENT	\$ 12,000	\$ 6,000	\$ -	1.0000	\$ -	\$ -	\$ -	\$ -
01	151	1541	TOTAL	\$ 50,700	\$ 30,624	\$ 38,050		\$ 39,953	\$ 41,950	\$ 44,048	\$ 46,250
RECREATION PROGRAMS - BOXING											
01	151	1542	5020 - SALARIES-PART TIME	\$ 31,122	\$ 42,604	\$ 88,088	1.0300	\$ 90,731	\$ 93,453	\$ 96,256	\$ 99,144
01	151	1542	5180 - ALLOCATED BENEFITS	\$ 14,212	\$ 31,407	\$ 24,982	1.0300	\$ 25,731	\$ 26,503	\$ 27,299	\$ 28,117
01	151	1542	5499 - MINOR EQUIPMENT	\$ 6,000	\$ 5,895	\$ 6,000	1.0500	\$ 6,300	\$ 6,615	\$ 6,946	\$ 7,293
01	151	1542	5914 - MEMBERSHIPS	\$ 600	\$ 422	\$ 1,000	1.0500	\$ 1,050	\$ 1,103	\$ 1,158	\$ 1,216
01	151	1542	5952 - SPECIAL EVENTS	\$ 10,000	\$ 15,124	\$ 15,500	1.0500	\$ 16,275	\$ 17,089	\$ 17,943	\$ 18,840
01	151	1542	5956 - UNIFORMS	\$ 1,000	\$ 654	\$ 1,000	1.0500	\$ 1,050	\$ 1,103	\$ 1,158	\$ 1,216
01	151	1542	6020 - EQUIPMENT	\$ -	\$ -	\$ 4,000	1.0000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
01	151	1542	TOTAL	\$ 62,934	\$ 96,106	\$ 140,570		\$ 145,137	\$ 149,865	\$ 154,759	\$ 159,826
RECREATION PROGRAMS - SPECIAL EVENTS											
01	151	1543	5406 - SPECIAL DEPT. SUPPLIES	\$ -	\$ 600	\$ -	1.0500	\$ -	\$ -	\$ -	\$ -
01	151	1543	5430 - SUPPLIES-ACTIVITIES	\$ 5,000	\$ 2,500	\$ 5,000	1.0500	\$ 5,250	\$ 5,513	\$ 5,788	\$ 6,078
01	151	1543	5952 - SPECIAL EVENTS	\$ 69,200	\$ 70,060	\$ 71,000	1.0500	\$ 74,550	\$ 78,278	\$ 82,191	\$ 86,301
01	151	1543	6020 - EQUIPMENT	\$ 21,000	\$ 20,812	\$ 22,000	1.0000	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000
01	151	1543	TOTAL	\$ 95,200	\$ 93,973	\$ 98,000		\$ 101,800	\$ 105,790	\$ 109,980	\$ 114,378
RECREATION PROGRAMS - FOURTH OF JULY											
01	151	1544	5210 - CONTR SVCS-PRIVATE	\$ 62,000	\$ 58,860	\$ 67,000	1.0500	\$ 70,350	\$ 73,868	\$ 77,561	\$ 81,439
01	151	1544	5430 - SUPPLIES-ACTIVITIES	\$ 3,000	\$ 10,957	\$ 10,000	1.0500	\$ 10,500	\$ 11,025	\$ 11,576	\$ 12,155
01	151	1544	5440 - FOOD	\$ 2,500	\$ 3,007	\$ 2,500	1.0500	\$ 2,625	\$ 2,756	\$ 2,894	\$ 3,039
01	151	1544	TOTAL	\$ 67,500	\$ 72,823	\$ 79,500		\$ 83,475	\$ 87,649	\$ 92,031	\$ 96,633
RECREATION PROGRAMS - CONCERTS IN THE PARK											
01	151	1545	5210 - CONTR SVCS-PRIVATE	\$ 36,000	\$ 32,277	\$ 36,000	1.0500	\$ 37,800	\$ 39,690	\$ 41,675	\$ 43,758
01	151	1545	5430 - SUPPLIES-ACTIVITIES	\$ 3,000	\$ 1,876	\$ 3,000	1.0500	\$ 3,150	\$ 3,308	\$ 3,473	\$ 3,647
01	151	1545	5440 - FOOD	\$ 3,000	\$ 1,500	\$ -	1.0500	\$ -	\$ -	\$ -	\$ -
01	151	1545	TOTAL	\$ 42,000	\$ 35,654	\$ 39,000		\$ 40,950	\$ 42,998	\$ 45,147	\$ 47,405

**City of South El Monte
Fiscal 2023-24 Budget
General Fund Expenditures**

FUND	DEPT	DIVISION	ACCOUNT	FY 22-23 Adopted	FY 22-23 Forecasted	FY 23-24 Proposed	Escalation Factor	FY 24-25 Forecasted	FY 25-26 Forecasted	FY 26-27 Forecasted	FY 27-28 Forecasted
RECREATION PROGRAMS - CHRISTMAS WISH											
01	151	1546	5210 - CONTR SVCS-PRIVATE	\$ 8,000	\$ 9,832	\$ 8,000	1.0500	\$ 8,400	\$ 8,820	\$ 9,261	\$ 9,724
01	151	1546	5406 - SPECIAL DEPT. SUPPLIES	\$ 20,000	\$ 21,287	\$ 20,000	1.0500	\$ 21,000	\$ 22,050	\$ 23,153	\$ 24,310
01	151	1546	5440 - FOOD	\$ 3,000	\$ 1,500	\$ 3,000	1.0500	\$ 3,150	\$ 3,308	\$ 3,473	\$ 3,647
01	151	1546	TOTAL	\$ 31,000	\$ 32,619	\$ 31,000		\$ 32,550	\$ 34,178	\$ 35,886	\$ 37,681
PUBLIC WORKS - COMMUNITY CENTER											
01	160	1610	5420 - EMERGENCY SUPPLIES	\$ 700	\$ 1,262	\$ 1,500	1.0500	\$ 1,575	\$ 1,654	\$ 1,736	\$ 1,823
01	160	1610	5520 - MAINTENANCE-GENERAL	\$ 27,300	\$ 28,259	\$ 30,000	1.0500	\$ 31,500	\$ 33,075	\$ 34,729	\$ 36,465
01	160	1610	6020 - EQUIPMENT	\$ 3,000	\$ 1,500	\$ 1,000	1.0000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
01	160	1610	6025 - IMPROVEMENTS	\$ 54,000	\$ 27,000	\$ 178,000	1.0000	\$ 178,000	\$ 178,000	\$ 178,000	\$ 178,000
01	160	1610	TOTAL	\$ 85,000	\$ 58,021	\$ 210,500		\$ 212,075	\$ 213,729	\$ 215,465	\$ 217,288
PUBLIC WORKS - SENIOR CENTER											
01	160	1620	5420 - EMERGENCY SUPPLIES	\$ 700	\$ 701	\$ 1,000	1.0500	\$ 1,050	\$ 1,103	\$ 1,158	\$ 1,216
01	160	1620	5520 - MAINTENANCE-GENERAL	\$ 32,500	\$ 25,529	\$ 25,000	1.0500	\$ 26,250	\$ 27,563	\$ 28,941	\$ 30,388
01	160	1620	6025 - IMPROVEMENTS	\$ 25,000	\$ 12,500	\$ 100,000	1.0000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
01	160	1620	TOTAL	\$ 58,200	\$ 38,730	\$ 126,000		\$ 127,300	\$ 128,665	\$ 130,098	\$ 131,603
PUBLIC WORKS - MINI-CENTER											
01	160	1630	5420 - EMERGENCY SUPPLIES	\$ 700	\$ 557	\$ 700	1.0500	\$ 735	\$ 772	\$ 810	\$ 851
01	160	1630	5520 - MAINTENANCE-GENERAL	\$ 17,500	\$ 12,016	\$ 10,000	1.0500	\$ 10,500	\$ 11,025	\$ 11,576	\$ 12,155
01	160	1630	6025 - IMPROVEMENTS	\$ 36,000	\$ 18,000	\$ 20,000	1.0000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
01	160	1630	TOTAL	\$ 54,200	\$ 30,574	\$ 30,700		\$ 31,235	\$ 31,797	\$ 32,387	\$ 33,006
PUBLIC WORKS - AQUATICS											
01	160	1640	5420 - EMERGENCY SUPPLIES	\$ 900	\$ 1,232	\$ 1,200	1.0500	\$ 1,260	\$ 1,323	\$ 1,389	\$ 1,459
01	160	1640	5425 - POOL SUPPLIES	\$ 17,500	\$ 8,750	\$ 12,000	1.0500	\$ 12,600	\$ 13,230	\$ 13,892	\$ 14,586
01	160	1640	5520 - MAINTENANCE-GENERAL	\$ 27,500	\$ 34,227	\$ 20,000	1.0500	\$ 21,000	\$ 22,050	\$ 23,153	\$ 24,310
01	160	1640	6025 - IMPROVEMENTS	\$ 1,500	\$ 750	\$ 1,500	1.0000	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
01	160	1640	TOTAL	\$ 47,400	\$ 44,959	\$ 34,700		\$ 36,360	\$ 38,103	\$ 39,933	\$ 41,855
PUBLIC WORKS - NEW TEMPLE PARK											
01	160	1650	5420 - EMERGENCY SUPPLIES	\$ 500	\$ 570	\$ 600	1.0500	\$ 630	\$ 662	\$ 695	\$ 729
01	160	1650	5520 - MAINTENANCE-GENERAL	\$ 45,000	\$ 43,100	\$ 52,000	1.0500	\$ 54,600	\$ 57,330	\$ 60,197	\$ 63,206
01	160	1650	6020 - EQUIPMENT	\$ -	\$ 1,327	\$ -	1.0000	\$ -	\$ -	\$ -	\$ -
01	160	1650	6025 - IMPROVEMENTS	\$ 55,000	\$ 27,500	\$ 30,000	1.0000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
01	160	1650	TOTAL	\$ 100,500	\$ 72,497	\$ 82,600		\$ 85,230	\$ 87,992	\$ 90,891	\$ 93,936

**City of South El Monte
Fiscal 2023-24 Budget
General Fund Expenditures**

FUND	DEPT	DIVISION	ACCOUNT	FY 22-23 Adopted	FY 22-23 Forecasted	FY 23-24 Proposed	Escalation Factor	FY 24-25 Forecasted	FY 25-26 Forecasted	FY 26-27 Forecasted	FY 27-28 Forecasted
PUBLIC WORKS - SHIVELY PARK											
01	160	1660	5420 - EMERGENCY SUPPLIES	\$ 200	\$ 100	\$ 200	1.0500	\$ 210	\$ 221	\$ 232	\$ 243
01	160	1660	5520 - MAINTENANCE-GENERAL	\$ 15,000	\$ 11,586	\$ 15,000	1.0500	\$ 15,750	\$ 16,538	\$ 17,364	\$ 18,233
01	160	1660	6025 - IMPROVEMENTS	\$ 75,000	\$ 37,500	\$ 30,000	1.0000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
01	160	1660	TOTAL	\$ 90,200	\$ 49,186	\$ 45,200		\$ 45,960	\$ 46,758	\$ 47,596	\$ 48,476
PUBLIC WORKS - MARY VAN DYKE PARK											
01	160	1670	5420 - EMERGENCY SUPPLIES	\$ 350	\$ 457	\$ 350	1.0500	\$ 368	\$ 386	\$ 405	\$ 425
01	160	1670	5520 - MAINTENANCE-GENERAL	\$ 12,500	\$ 10,809	\$ 12,500	1.0500	\$ 13,125	\$ 13,781	\$ 14,470	\$ 15,194
01	160	1670	6020 - EQUIPMENT	\$ -	\$ 833	\$ -	1.0000	\$ -	\$ -	\$ -	\$ -
01	160	1670	6025 - IMPROVEMENTS	\$ 19,000	\$ 9,500	\$ 10,000	1.0000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
01	160	1670	TOTAL	\$ 31,850	\$ 21,599	\$ 22,850		\$ 23,493	\$ 24,167	\$ 24,875	\$ 25,619
PUBLIC WORKS - CITY ADMINISTRATION											
01	170	1020	5010 - SALARIES-FULL TIME	\$ 1,153,736	\$ 1,088,404	\$ 234,705	1.0300	\$ 241,746	\$ 248,999	\$ 256,468	\$ 264,163
01	170	1020	5020 - SALARIES-PART TIME	\$ 315,867	\$ 217,212	\$ -	1.0300	\$ -	\$ -	\$ -	\$ -
01	170	1020	5030 - OVERTIME	\$ -	\$ 20,581	\$ -	1.0300	\$ -	\$ -	\$ -	\$ -
01	170	1020	5180 - ALLOCATED BENEFITS	\$ 648,859	\$ 850,545	\$ 116,943	1.0300	\$ 120,451	\$ 124,065	\$ 127,787	\$ 131,620
01	170	1020	5406 - SPECIAL DEPT. SUPPLIES	\$ 27,000	\$ 18,580	\$ 27,000	1.0500	\$ 28,350	\$ 29,768	\$ 31,256	\$ 32,819
01	170	1020	5505 - EQUIPMENT MAINTENANCE	\$ 19,000	\$ 9,500	\$ 39,000	1.0500	\$ 40,950	\$ 42,998	\$ 45,147	\$ 47,405
01	170	1020	5515 - JANITORIAL/CUSTODIAL SVCS	\$ 250,000	\$ 280,784	\$ 250,000	1.0500	\$ 262,500	\$ 275,625	\$ 289,406	\$ 303,877
01	170	1020	5520 - MAINTENANCE-GENERAL	\$ -	\$ 2,691	\$ -	1.0500	\$ -	\$ -	\$ -	\$ -
01	170	1020	5908 - TRAINING	\$ 4,000	\$ 2,360	\$ 4,000	1.0500	\$ 4,200	\$ 4,410	\$ 4,631	\$ 4,862
01	170	1020	5910 - CONFERENCES/SEMINARS	\$ 4,000	\$ 2,000	\$ 4,000	1.0500	\$ 4,200	\$ 4,410	\$ 4,631	\$ 4,862
01	170	1020	5914 - MEMBERSHIPS	\$ 1,000	\$ 650	\$ 2,000	1.0500	\$ 2,100	\$ 2,205	\$ 2,315	\$ 2,431
01	170	1020	5956 - UNIFORMS	\$ 32,000	\$ 29,926	\$ 42,000	1.0500	\$ 44,100	\$ 46,305	\$ 48,620	\$ 51,051
01	170	1020	TOTAL	\$ 2,455,462	\$ 2,523,233	\$ 719,648		\$ 748,597	\$ 778,783	\$ 810,261	\$ 843,089
PUBLIC WORKS - CITY ENGINEERING											
01	170	1105	5215 - CONTR SVCS-PROFESSIONAL	\$ 461,000	\$ 346,328	\$ 461,000	1.0500	\$ 484,050	\$ 508,253	\$ 533,665	\$ 560,348
01	170	1105	TOTAL	\$ 461,000	\$ 346,328	\$ 461,000		\$ 484,050	\$ 508,253	\$ 533,665	\$ 560,348
PUBLIC WORKS - ENVIRONMENTAL											
01	170	1475	5215 - CONTR SVCS-PROFESSIONAL	\$ 150,490	\$ 127,646	\$ 52,958	1.0500	\$ 55,606	\$ 58,386	\$ 61,306	\$ 64,371
01	170	1475	TOTAL	\$ 150,490	\$ 127,646	\$ 52,958		\$ 55,606	\$ 58,386	\$ 61,306	\$ 64,371
PUBLIC WORKS - WASTE MANAGEMENT											
01	170	1480	5215 - CONTR SVCS-PROFESSIONAL	\$ 7,500	\$ 11,250	\$ 7,500	1.0500	\$ 7,875	\$ 8,269	\$ 8,682	\$ 9,116
01	170	1480	TOTAL	\$ 7,500	\$ 11,250	\$ 7,500		\$ 7,875	\$ 8,269	\$ 8,682	\$ 9,116

**City of South El Monte
Fiscal 2023-24 Budget
General Fund Expenditures**

FUND	DEPT	DIVISION	ACCOUNT	FY 22-23 Adopted	FY 22-23 Forecasted	FY 23-24 Proposed	Escalation Factor	FY 24-25 Forecasted	FY 25-26 Forecasted	FY 26-27 Forecasted	FY 27-28 Forecasted
PUBLIC WORKS - EMERGENCY COMMUNITY RESOURCE SERVICES											
01	170	1520	5215 - CONTR SVCS-PROFESSIONAL	\$ -	\$ -	\$ 25,000	1.0500	\$ 26,250	\$ 27,563	\$ 28,941	\$ 30,388
01	170	1520	5430 - SUPPLIES-ACTIVITIES	\$ -	\$ -	\$ 3,000	1.0500	\$ 3,150	\$ 3,308	\$ 3,473	\$ 3,647
01	170	1520	5914 - MEMBERSHIPS	\$ -	\$ 1,278	\$ 1,278	1.0500	\$ 1,342	\$ 1,409	\$ 1,479	\$ 1,553
01	170	1520	6020 - EQUIPMENT	\$ -	\$ -	\$ 4,000	1.0000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
01	170	1520	TOTAL	\$ -	\$ 1,278	\$ 33,278		\$ 34,742	\$ 36,279	\$ 37,893	\$ 39,588
PUBLIC WORKS - CITY HALL											
01	170	1710	5406 - SPECIAL DEPT. SUPPLIES	\$ -	\$ 4,676	\$ -	1.0500	\$ -	\$ -	\$ -	\$ -
01	170	1710	5420 - EMERGENCY SUPPLIES	\$ 800	\$ 2,598	\$ 800	1.0500	\$ 840	\$ 882	\$ 926	\$ 972
01	170	1710	5520 - MAINTENANCE-GENERAL	\$ 32,500	\$ 33,833	\$ 32,500	1.0500	\$ 34,125	\$ 35,831	\$ 37,623	\$ 39,504
01	170	1710	5916 - POSTAGE	\$ -	\$ 2,263	\$ -	1.0500	\$ -	\$ -	\$ -	\$ -
01	170	1710	5932 - SUBSCRIPTIONS	\$ -	\$ 1,445	\$ -	1.0500	\$ -	\$ -	\$ -	\$ -
01	170	1710	6025 - IMPROVEMENTS	\$ 82,500	\$ 60,977	\$ 115,000	1.0000	\$ 115,000	\$ 115,000	\$ 115,000	\$ 115,000
01	170	1710	TOTAL	\$ 115,800	\$ 105,791	\$ 148,300		\$ 149,965	\$ 151,713	\$ 153,549	\$ 155,476
PUBLIC WORKS - MAINTENANCE											
01	170	1720	5406 - SPECIAL DEPT. SUPPLIES	\$ -	\$ 282	\$ -	1.0500	\$ -	\$ -	\$ -	\$ -
01	170	1720	5420 - EMERGENCY SUPPLIES	\$ 1,800	\$ 3,056	\$ 3,500	1.0500	\$ 3,675	\$ 3,859	\$ 4,052	\$ 4,254
01	170	1720	5520 - MAINTENANCE-GENERAL	\$ 26,000	\$ 21,695	\$ 20,000	1.0500	\$ 21,000	\$ 22,050	\$ 23,153	\$ 24,310
01	170	1720	5720 - UTILITY-WATER	\$ -	\$ 378	\$ -	1.0500	\$ -	\$ -	\$ -	\$ -
01	170	1720	5956 - UNIFORMS	\$ -	\$ 946	\$ -	1.0500	\$ -	\$ -	\$ -	\$ -
01	170	1720	6025 - IMPROVEMENTS	\$ 10,000	\$ 5,000	\$ -	1.0000	\$ -	\$ -	\$ -	\$ -
01	170	1720	TOTAL	\$ 37,800	\$ 31,357	\$ 23,500		\$ 24,675	\$ 25,909	\$ 27,204	\$ 28,564
PUBLIC WORKS - GENERAL											
01	170	1730	5705 - UTILITY-GAS	\$ 35,000	\$ 45,936	\$ 35,000	1.0500	\$ 36,750	\$ 38,588	\$ 40,517	\$ 42,543
01	170	1730	5710 - UTILITY-ELECTRICITY	\$ 234,000	\$ 171,304	\$ 234,000	1.0500	\$ 245,700	\$ 257,985	\$ 270,884	\$ 284,428
01	170	1730	5720 - UTILITY-WATER	\$ 186,890	\$ 204,040	\$ 186,890	1.0500	\$ 196,235	\$ 206,046	\$ 216,349	\$ 227,166
01	170	1730	6115 - LOAN REPAYMENT	\$ -	\$ 67,480	\$ -	1.0000	\$ -	\$ -	\$ -	\$ -
01	170	1730	TOTAL	\$ 455,890	\$ 488,759	\$ 455,890		\$ 478,685	\$ 502,619	\$ 527,750	\$ 554,137

**City of South El Monte
Fiscal 2023-24 Budget
General Fund Expenditures**

FUND	DEPT	DIVISION	ACCOUNT	FY 22-23 Adopted	FY 22-23 Forecasted	FY 23-24 Proposed	Escalation Factor	FY 24-25 Forecasted	FY 25-26 Forecasted	FY 26-27 Forecasted	FY 27-28 Forecasted
PUBLIC WORKS - BUILDING MAINTENANCE											
01	170	1740	5010 - SALARIES-FULL TIME	\$ -	\$ -	\$ 293,389	1.0300	\$ 302,191	\$ 311,256	\$ 320,594	\$ 330,212
01	170	1740	5020 - SALARIES-PART TIME	\$ -	\$ -	\$ 75,951	1.0300	\$ 78,230	\$ 80,576	\$ 82,994	\$ 85,484
01	170	1740	5030 - OVERTIME	\$ -	\$ -	\$ 10,000	1.0300	\$ 10,300	\$ 10,609	\$ 10,927	\$ 11,255
01	170	1740	5180 - ALLOCATED BENEFITS	\$ -	\$ -	\$ 157,338	1.0300	\$ 162,058	\$ 166,920	\$ 171,927	\$ 177,085
01	170	1740	5435 - JANITORIAL/CUSTODIAL SUPP	\$ 120,000	\$ 84,767	\$ 90,000	1.0500	\$ 94,500	\$ 99,225	\$ 104,186	\$ 109,396
01	170	1740	5520 - MAINTENANCE-GENERAL	\$ 3,000	\$ 1,513	\$ -	1.0500	\$ -	\$ -	\$ -	\$ -
01	170	1740	5545 - GRAFFITI REMOVAL	\$ 6,000	\$ 3,460	\$ 5,000	1.0500	\$ 5,250	\$ 5,513	\$ 5,788	\$ 6,078
01	170	1740	5962 - TOOLS-SMALL	\$ 2,700	\$ 2,034	\$ 2,700	1.0500	\$ 2,835	\$ 2,977	\$ 3,126	\$ 3,282
01	170	1740	6025 - IMPROVEMENTS	\$ -	\$ 12,972	\$ -	1.0000	\$ -	\$ -	\$ -	\$ -
01	170	1740	9000 - OPERATING TRANSFER-OUT	\$ 25,443	\$ 25,443	\$ 299,155	DOE	\$ 19,058	\$ -	\$ -	\$ -
01	170	1740	TOTAL	\$ 157,143	\$ 130,189	\$ 933,533		\$ 674,421	\$ 677,076	\$ 699,543	\$ 722,791
PUBLIC WORKS - LANDSCAPE MAINTENANCE											
01	170	1750	5010 - SALARIES-FULL TIME	\$ -	\$ -	\$ 408,761	1.0300	\$ 421,024	\$ 433,655	\$ 446,664	\$ 460,064
01	170	1750	5020 - SALARIES-PART TIME	\$ -	\$ -	\$ 35,225	1.0300	\$ 36,282	\$ 37,370	\$ 38,491	\$ 39,646
01	170	1750	5030 - OVERTIME	\$ -	\$ -	\$ 10,000	1.0300	\$ 10,300	\$ 10,609	\$ 10,927	\$ 11,255
01	170	1750	5180 - ALLOCATED BENEFITS	\$ -	\$ -	\$ 209,275	1.0300	\$ 215,553	\$ 222,020	\$ 228,680	\$ 235,541
01	170	1750	5215 - CONTR SVCS-PROFESSIONAL	\$ 40,000	\$ 26,750	\$ 40,000	1.0500	\$ 42,000	\$ 44,100	\$ 46,305	\$ 48,620
01	170	1750	5505 - EQUIPMENT MAINTENANCE	\$ 8,000	\$ 6,271	\$ 8,000	1.0500	\$ 8,400	\$ 8,820	\$ 9,261	\$ 9,724
01	170	1750	5520 - MAINTENANCE-GENERAL	\$ 21,000	\$ 15,686	\$ 21,000	1.0500	\$ 22,050	\$ 23,153	\$ 24,310	\$ 25,526
01	170	1750	5962 - TOOLS-SMALL	\$ 5,000	\$ 5,126	\$ 5,000	1.0500	\$ 5,250	\$ 5,513	\$ 5,788	\$ 6,078
01	170	1750	6020 - EQUIPMENT	\$ 32,000	\$ 16,000	\$ 32,000	1.0000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000
01	170	1750	TOTAL	\$ 106,000	\$ 69,833	\$ 769,261		\$ 792,859	\$ 817,239	\$ 842,427	\$ 868,454
PUBLIC WORKS - STREET MAINTENANCE											
01	170	1760	5010 - SALARIES-FULL TIME	\$ -	\$ -	\$ 293,846	1.0300	\$ 302,661	\$ 311,741	\$ 321,093	\$ 330,726
01	170	1760	5020 - SALARIES-PART TIME	\$ -	\$ -	\$ 20,363	1.0300	\$ 20,974	\$ 21,603	\$ 22,251	\$ 22,919
01	170	1760	5030 - OVERTIME	\$ -	\$ -	\$ 10,000	1.0300	\$ 10,300	\$ 10,609	\$ 10,927	\$ 11,255
01	170	1760	5180 - ALLOCATED BENEFITS	\$ -	\$ -	\$ 147,309	1.0300	\$ 151,728	\$ 156,280	\$ 160,969	\$ 165,798
01	170	1760	5520 - MAINTENANCE-GENERAL	\$ -	\$ 2,457	\$ -	1.0500	\$ -	\$ -	\$ -	\$ -
01	170	1760	5540 - STREET MAINTENANCE	\$ -	\$ 4,270	\$ 50,000	1.0500	\$ 52,500	\$ 55,125	\$ 57,881	\$ 60,775
01	170	1760	5545 - GRAFFITI REMOVAL	\$ -	\$ -	\$ 6,000	1.0500	\$ 6,300	\$ 6,615	\$ 6,946	\$ 7,293
01	170	1760	5550 - STREET SWEEPING	\$ -	\$ -	\$ 7,000	1.0500	\$ 7,350	\$ 7,718	\$ 8,103	\$ 8,509
01	170	1760	5962 - TOOLS-SMALL	\$ -	\$ 15	\$ -	1.0500	\$ -	\$ -	\$ -	\$ -
01	170	1760	TOTAL	\$ -	\$ 6,742	\$ 534,518		\$ 551,814	\$ 569,691	\$ 588,171	\$ 607,275

**City of South El Monte
Fiscal 2023-24 Budget
General Fund Expenditures**

FUND	DEPT	DIVISION	ACCOUNT	FY 22-23 Adopted	FY 22-23 Forecasted	FY 23-24 Proposed	Escalation Factor	FY 24-25 Forecasted	FY 25-26 Forecasted	FY 26-27 Forecasted	FY 27-28 Forecasted
PUBLIC WORKS - VEHICLE MAINTENANCE											
01	170	1770	5010 - SALARIES-FULL TIME	\$ -	\$ -	\$ 73,918	1.0300	\$ 76,136	\$ 78,420	\$ 80,772	\$ 83,195
01	170	1770	5020 - SALARIES-PART TIME	\$ -	\$ -	\$ 25,345	1.0300	\$ 26,105	\$ 26,889	\$ 27,695	\$ 28,526
01	170	1770	5180 - ALLOCATED BENEFITS	\$ -	\$ -	\$ 42,169	1.0300	\$ 43,434	\$ 44,737	\$ 46,079	\$ 47,462
01	170	1770	5525 - VEHICLE MAINTENANCE	\$ 40,000	\$ 37,281	\$ 40,000	1.0500	\$ 42,000	\$ 44,100	\$ 46,305	\$ 48,620
01	170	1770	5950 - EQUIPMENT LEASE	\$ 24,000	\$ 22,168	\$ 24,000	1.0000	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000
01	170	1770	6010 - VEHICLES	\$ 130,000	\$ 130,000	\$ -	1.0000	\$ -	\$ -	\$ -	\$ -
01	170	1770	6020 - EQUIPMENT	\$ 15,000	\$ 7,500	\$ 15,000	1.0000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
01	170	1770	TOTAL	\$ 209,000	\$ 196,949	\$ 220,432		\$ 226,675	\$ 233,145	\$ 239,852	\$ 246,803
GENERAL FUND TOTAL EXPENDITURES				\$ 19,247,053	\$ 19,550,691	\$ 21,569,230		\$ 22,328,535	\$ 23,406,655	\$ 24,572,166	\$ 25,810,906
GENERAL FUND TOTAL REVENUES				\$ 24,050,621	\$ 25,339,438	\$ 21,664,600		\$ 22,241,338	\$ 22,853,608	\$ 23,476,096	\$ 24,217,155
GENERAL FUND TOTAL EXPENDITURES				\$ (19,247,053)	\$ (19,550,691)	\$ (21,569,230)		\$ (22,328,535)	\$ (23,406,655)	\$ (24,572,166)	\$ (25,810,906)
NET SURPLUS / (DEFICIT)				\$ 4,803,568	\$ 5,788,747	\$ 95,370		\$ (87,196)	\$ (553,048)	\$ (1,096,070)	\$ (1,593,752)

ATTACHMENT E

City of South El Monte Fiscal 2023-24 Budget Special Revenue Funds

FUND	DEPT	DIV	ACCOUNT	FY 22-23 Adopted	FY 22-23 Forecasted	FY 23-24 Proposed	Escalation Factor	FY 24-25 Forecasted	FY 25-26 Forecasted	FY 26-27 Forecasted	FY 27-28 Forecasted
GAS TAX FUND											
REVENUES											
02			4757 - GT-SECTION 2105	\$ 100,686	\$ 106,033	\$ 102,700	1.0200	\$ 104,754	\$ 106,849	\$ 108,986	\$ 111,166
02			4759 - GT-SECTION 2106	\$ 63,614	\$ 66,067	\$ 64,887	1.0200	\$ 66,184	\$ 67,508	\$ 68,858	\$ 70,235
02			4760 - GT-SECTION 2107	\$ 131,505	\$ 142,579	\$ 134,135	1.0200	\$ 136,817	\$ 139,554	\$ 142,345	\$ 145,192
02			4762 - GT-SECTION 2107.5	\$ 4,341	\$ 6,171	\$ 4,428	1.0200	\$ 4,517	\$ 4,607	\$ 4,699	\$ 4,793
02			4763 - GT-SECTION 2103	\$ 156,146	\$ 168,787	\$ 159,269	1.0200	\$ 162,454	\$ 165,703	\$ 169,017	\$ 172,397
02			4764 - GT-TRAFFIC CONGESTION RLF	\$ 20,445	\$ 10,222	\$ 20,854	1.0200	\$ 21,271	\$ 21,696	\$ 22,130	\$ 22,573
TOTAL REVENUES				\$ 476,737	\$ 499,859	\$ 486,272		\$ 495,997	\$ 505,917	\$ 516,035	\$ 526,356
EXPENDITURES											
02	170	1760	5020 - SALARIES-PART TIME	\$ 19,177	\$ -	\$ -	1.0300	\$ -	\$ -	\$ -	\$ -
02	170	1760	5180 - ALLOCATED BENEFITS	\$ 2,923	\$ -	\$ -	1.0300	\$ -	\$ -	\$ -	\$ -
02	170	1760	5215 - CONTR SVCS-PROFESSIONAL	\$ 260,000	\$ 228,661	\$ -	1.0500	\$ -	\$ -	\$ -	\$ -
02	170	1760	5260 - TRAFFIC ENGINEER	\$ 10,000	\$ 7,438	\$ 10,500	1.0500	\$ 11,025	\$ 11,576	\$ 12,155	\$ 12,763
02	170	1760	5520 - MAINTENANCE-GENERAL	\$ -	\$ 591	\$ -	1.0500	\$ -	\$ -	\$ -	\$ -
02	170	1760	5535 - SIGNAL MAINTENANCE	\$ 50,000	\$ 50,953	\$ 52,500	1.0500	\$ 55,125	\$ 57,881	\$ 60,775	\$ 63,814
02	170	1760	5537 - STREET LIGHT MAINTENANCE	\$ 170,000	\$ 211,453	\$ 178,500	1.0500	\$ 187,425	\$ 196,796	\$ 206,636	\$ 216,968
02	170	1760	5540 - STREET MAINTENANCE	\$ 58,500	\$ 56,186	\$ 61,425	1.0500	\$ 64,496	\$ 67,721	\$ 71,107	\$ 74,662
02	170	1760	5545 - GRAFFITI REMOVAL	\$ 5,000	\$ 6,374	\$ 5,250	1.0500	\$ 5,513	\$ 5,788	\$ 6,078	\$ 6,381
02	170	1760	5550 - STREET SWEEPING	\$ 65,000	\$ 69,340	\$ 68,250	1.0500	\$ 71,663	\$ 75,246	\$ 79,008	\$ 82,958
02	170	1760	5572 - STREET MARKINGS	\$ 20,000	\$ 10,000	\$ 21,000	1.0500	\$ 22,050	\$ 23,153	\$ 24,310	\$ 25,526
02	170	1760	5725 - UTILITY-STREET LIGHTS	\$ 37,400	\$ 47,606	\$ 39,270	1.0500	\$ 41,234	\$ 43,295	\$ 45,460	\$ 47,733
02	170	1760	5962 - TOOLS-SMALL	\$ 980	\$ 576	\$ 1,029	1.0500	\$ 1,080	\$ 1,134	\$ 1,191	\$ 1,251
02	170	1760	5966 - FUEL	\$ 36,400	\$ 53,433	\$ 38,220	1.0500	\$ 40,131	\$ 42,138	\$ 44,244	\$ 46,457
02	170	1760	5968 - CONSTRUCTION	\$ 130,000	\$ 65,000	\$ -	1.0000	\$ -	\$ -	\$ -	\$ -
02	170	1760	6020 - EQUIPMENT	\$ 25,000	\$ 12,500	\$ -	1.0000	\$ -	\$ -	\$ -	\$ -
02	170	1760	6025 - IMPROVEMENTS	\$ 75,000	\$ 37,500	\$ -	1.0000	\$ -	\$ -	\$ -	\$ -
02	170	1760	6115 - LOAN REPAYMENT	\$ -	\$ 11,616	\$ -	1.0000	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES				\$ 965,380	\$ 869,227	\$ 475,944		\$ 499,741	\$ 524,728	\$ 550,965	\$ 578,513
NET REVENUES (EXPENDITURES)				\$ (488,643)	\$ (369,368)	\$ 10,328		\$ (3,744)	\$ (18,811)	\$ (34,929)	\$ (52,157)

OLDER AMERICAN ACT FUND

REVENUES

06			4750 - REIMBURSEMENT	\$ 1,000	\$ 500	\$ 1,000	1.0200	\$ 1,020	\$ 1,040	\$ 1,061	\$ 1,082
06			4774 - CI-CONGREGATE MEALS DONA.	\$ 37,000	\$ 44,609	\$ 37,000	1.0200	\$ 37,740	\$ 38,495	\$ 39,265	\$ 40,050
06			4776 - CII-HOMEBOUND DONATIONS	\$ 2,000	\$ 1,468	\$ 2,000	1.0200	\$ 2,040	\$ 2,081	\$ 2,122	\$ 2,165
06			4778 - CI-COUNTY PRN CONGREGATE	\$ 450,000	\$ 311,599	\$ 332,342	1.0200	\$ 338,989	\$ 345,769	\$ 352,684	\$ 359,738

**City of South El Monte
Fiscal 2023-24 Budget
Special Revenue Funds**

FUND	DEPT	DIV	ACCOUNT	FY 22-23 Adopted	FY 22-23 Forecasted	FY 23-24 Proposed	Escalation Factor	FY 24-25 Forecasted	FY 25-26 Forecasted	FY 26-27 Forecasted	FY 27-28 Forecasted
06			4780 - CII-COUNTY PRN HOMEBOUND	\$ 33,000	\$ 24,146	\$ 33,000	1.0200	\$ 33,660	\$ 34,333	\$ 35,020	\$ 35,720
06			4782 - CI-USDA PTN CONGREGATE	\$ -	\$ 8,528	\$ -	1.0200	\$ -	\$ -	\$ -	\$ -
06			4784 - CII-USDA PTN HOMEBOUND	\$ -	\$ 793	\$ -	1.0200	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES				\$ 523,000	\$ 391,643	\$ 405,342		\$ 413,449	\$ 421,718	\$ 430,152	\$ 438,755
EXPENDITURES											
06	300	3010	5215 - CONTR SVCS-PROFESSIONAL	\$ 180,959	\$ 167,471	\$ 180,959	1.0500	\$ 190,007	\$ 199,507	\$ 209,483	\$ 219,957
06	300	3010	5430 - SUPPLIES-ACTIVITIES	\$ 25,008	\$ 19,561	\$ 25,000	1.0500	\$ 26,250	\$ 27,563	\$ 28,941	\$ 30,388
06	300	3010	5440 - FOOD	\$ 25,000	\$ 12,500	\$ 25,000	1.0500	\$ 26,250	\$ 27,563	\$ 28,941	\$ 30,388
06	300	3010	9000 - TRANSFER-OUT	\$ 91,700	\$ 91,700	\$ 102,300	1.0300	\$ 105,369	\$ 108,530	\$ 111,786	\$ 115,140
06	300	3020	5215 - CONTR SVCS-PROFESSIONAL	\$ 31,533	\$ 22,029	\$ 31,533	1.0500	\$ 33,110	\$ 34,765	\$ 36,503	\$ 38,329
06	300	3020	5430 - SUPPLIES-ACTIVITIES	\$ 6,000	\$ 3,603	\$ 6,000	1.0500	\$ 6,300	\$ 6,615	\$ 6,946	\$ 7,293
06	300	3020	9000 - TRANSFER-OUT	\$ 25,840	\$ 25,840	\$ 37,548	1.0300	\$ 38,674	\$ 39,835	\$ 41,030	\$ 42,261
TOTAL EXPENDITURES				\$ 386,040	\$ 342,704	\$ 408,340		\$ 425,960	\$ 444,377	\$ 463,629	\$ 483,754
NET REVENUES (EXPENDITURES)				\$ 136,960	\$ 48,939	\$ (2,998)		\$ (12,511)	\$ (22,659)	\$ (33,477)	\$ (44,999)

ROAD MAINTENANCE AND REHABILITATION ACCOUNT FUND (SB1)

REVENUES											
07			4792 - RMRA REVENUE	\$ 415,700	\$ 387,166	\$ 424,014	1.0200	\$ 432,494	\$ 441,144	\$ 449,967	\$ 458,966
TOTAL REVENUES				\$ 415,700	\$ 387,166	\$ 424,014		\$ 432,494	\$ 441,144	\$ 449,967	\$ 458,966
EXPENDITURES											
07	900	9000	5968 - CONSTRUCTION	\$ 415,700	\$ 243,151	\$ -	1.0000	\$ -	\$ -	\$ -	\$ -
07	900	9000	9000 - TRANSFER-OUT	\$ -	\$ -	\$ 418,765	CIP	\$ 209,382	\$ 1,094,492	\$ -	\$ -
TOTAL EXPENDITURES				\$ 415,700	\$ 243,151	\$ 418,765		\$ 209,382	\$ 1,094,492	\$ -	\$ -
NET REVENUES (EXPENDITURES)				\$ -	\$ 144,015	\$ 5,249		\$ 223,112	\$ (653,348)	\$ 449,967	\$ 458,966

ROSEMEAD MAINTENANCE DISTRICT FUND

REVENUES											
10			4787 - PROPERTY TAX-ASSESSED	\$ 714	\$ 714	\$ 728	1.0200	\$ 743	\$ 758	\$ 773	\$ 788
TOTAL REVENUES				\$ 714	\$ 714	\$ 728		\$ 743	\$ 758	\$ 773	\$ 788
EXPENDITURES											
10	900	9000	5968 - CONSTRUCTION	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
NET REVENUES (EXPENDITURES)				\$ 714	\$ 714	\$ 728		\$ 743	\$ 758	\$ 773	\$ 788

**City of South El Monte
Fiscal 2023-24 Budget
Special Revenue Funds**

FUND	DEPT	DIV	ACCOUNT	FY 22-23 Adopted	FY 22-23 Forecasted	FY 23-24 Proposed	Escalation Factor	FY 24-25 Forecasted	FY 25-26 Forecasted	FY 26-27 Forecasted	FY 27-28 Forecasted
HAYWARD MAINTENANCE DISTRICT FUND											
REVENUES											
11			4787 - PROPERTY TAX-ASSESSED	\$ 41	\$ 41	\$ 42	1.0200	\$ 42	\$ 43	\$ 44	\$ 45
TOTAL REVENUES				\$ 41	\$ 41	\$ 42		\$ 42	\$ 43	\$ 44	\$ 45
EXPENDITURES											
11	400	4020	5520 - MAINTENANCE-GENERAL	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
NET REVENUES (EXPENDITURES)				\$ 41	\$ 41	\$ 42		\$ 42	\$ 43	\$ 44	\$ 45

AIR QUALITY MANAGEMENT DISTRICT FUND (AQMD)

REVENUES											
13			4797 - AQMD REVENUE	\$ 14,025	\$ 14,017	\$ 14,306	1.0200	\$ 14,592	\$ 14,883	\$ 15,181	\$ 15,485
TOTAL REVENUES				\$ 14,025	\$ 14,017	\$ 14,306		\$ 14,592	\$ 14,883	\$ 15,181	\$ 15,485
EXPENDITURES											
13	500	5010	6010 - VEHICLES	\$ 68,000	\$ -	\$ 68,000	N/A	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES				\$ 68,000	\$ -	\$ 68,000		\$ -	\$ -	\$ -	\$ -
NET REVENUES (EXPENDITURES)				\$ (53,975)	\$ 14,017	\$ (53,695)		\$ 14,592	\$ 14,883	\$ 15,181	\$ 15,485

CABLE PEG FUND

REVENUES											
14			4150 - CABLE PUBLIC/EDU/GOVT FEE	\$ 11,220	\$ 9,179	\$ 11,444	1.0200	\$ 11,673	\$ 11,907	\$ 12,145	\$ 12,388
TOTAL REVENUES				\$ 11,220	\$ 9,179	\$ 11,444		\$ 11,673	\$ 11,907	\$ 12,145	\$ 12,388
EXPENDITURES											
14	900	9000	5215 - CONTR SVCS-PROFESSIONAL	\$ -	\$ 12,299	\$ -	1.0500	\$ -	\$ -	\$ -	\$ -
14	900	9000	5968 - CONSTRUCTION	\$ 15,000	\$ 7,500	\$ -	1.0000	\$ -	\$ -	\$ -	\$ -
14	900	9000	6015 - OFFICE EQUIPMENT	\$ -	\$ -	\$ 40,000	N/A	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES				\$ 15,000	\$ 19,799	\$ 40,000		\$ -	\$ -	\$ -	\$ -
NET REVENUES (EXPENDITURES)				\$ (3,780)	\$ (10,620)	\$ (28,556)		\$ 11,673	\$ 11,907	\$ 12,145	\$ 12,388

**City of South El Monte
Fiscal 2023-24 Budget
Special Revenue Funds**

FUND	DEPT	DIV	ACCOUNT	FY 22-23 Adopted	FY 22-23 Forecasted	FY 23-24 Proposed	Escalation Factor	FY 24-25 Forecasted	FY 25-26 Forecasted	FY 26-27 Forecasted	FY 27-28 Forecasted
QUIMBY IN LIEU FEES FUND											
REVENUES											
15			4501 - QUIMBY IN LIEU FEES	\$ 51,000	\$ -	\$ 52,020	1.0200	\$ 53,060	\$ 54,122	\$ 55,204	\$ 56,308
TOTAL REVENUES				\$ 51,000	\$ -	\$ 52,020		\$ 53,060	\$ 54,122	\$ 55,204	\$ 56,308
EXPENDITURES											
15	450	4510	6025 - IMPROVEMENTS	\$ -	\$ 21,156	\$ 200,000	CIP	\$ 200,000	\$ 200,000	\$ 139,609	\$ 56,308
TOTAL EXPENDITURES				\$ -	\$ 21,156	\$ 200,000		\$ 200,000	\$ 200,000	\$ 139,609	\$ 56,308
NET REVENUES (EXPENDITURES)				\$ 51,000	\$ (21,156)	\$ (147,980)		\$ (146,940)	\$ (145,878)	\$ (84,405)	\$ -
DOE GRANT FUND											
REVENUES											
17			4793 - PROJECT REIMBURSEMENT	\$ 216,182	\$ 108,091	\$ 552,653	CIP	\$ 552,653	\$ -	\$ -	\$ -
17			4960 - TRANSFER-IN	\$ 25,443	\$ 25,443	\$ 299,155	CIP	\$ 19,058	\$ -	\$ -	\$ -
TOTAL REVENUES				\$ 241,625	\$ 133,534	\$ 851,808		\$ 571,711	\$ -	\$ -	\$ -
EXPENDITURES											
17	900	9020	6025 - IMPROVEMENTS	\$ 241,625	\$ 154,942	\$ 804,219	CIP	\$ 804,219	\$ -	\$ -	\$ -
TOTAL EXPENDITURES				\$ 241,625	\$ 154,942	\$ 804,219		\$ 804,219	\$ -	\$ -	\$ -
NET REVENUES (EXPENDITURES)				\$ -	\$ (21,408)	\$ 47,589		\$ (232,508)	\$ -	\$ -	\$ -
STATE COPS GRANT FUND											
REVENUES											
20			4807 - COPS FUNDS	\$ 100,000	\$ 165,271	\$ 100,000	1.0000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
TOTAL REVENUES				\$ 100,000	\$ 165,271	\$ 100,000		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
EXPENDITURES											
20	110	1130	9000 - TRANSFER-OUT	\$ 100,000	\$ 100,000	\$ 100,000	1.0000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
TOTAL EXPENDITURES				\$ 100,000	\$ 100,000	\$ 100,000		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
NET REVENUES (EXPENDITURES)				\$ -	\$ 65,271	\$ -		\$ -	\$ -	\$ -	\$ -
USED OIL RECYCLING GRANT FUND											
REVENUES											
25			4812 - USED OIL REVENUE	\$ 6,564	\$ 6,564	\$ 6,564	Wash	\$ 5,100	\$ 5,202	\$ 5,306	\$ 5,412

**City of South El Monte
Fiscal 2023-24 Budget
Special Revenue Funds**

FUND	DEPT	DIV	ACCOUNT	FY 22-23 Adopted	FY 22-23 Forecasted	FY 23-24 Proposed	Escalation Factor	FY 24-25 Forecasted	FY 25-26 Forecasted	FY 26-27 Forecasted	FY 27-28 Forecasted
25				\$ 6,564	\$ 6,564	\$ 6,564		\$ 5,100	\$ 5,202	\$ 5,306	\$ 5,412
EXPENDITURES											
25	550	5510	5215 - CONTR SVCS-PROFESSIONAL	\$ -	\$ -	\$ 6,564	Wash	\$ 5,100	\$ 5,202	\$ 5,306	\$ 5,412
25	550	5510	9000 - TRANSFER OUT	\$ 6,564	\$ 6,564	\$ -	N/A	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES				\$ 6,564	\$ 6,564	\$ 6,564		\$ 5,100	\$ 5,202	\$ 5,306	\$ 5,412
NET REVENUES (EXPENDITURES)				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -

BEVERAGE CONTAINER RECYCLING FUND

REVENUES											
27			4645 - BEVERAGE CONTAINER RECYCL	\$ 6,160	\$ 6,160	\$ 6,160	Wash	\$ 6,409	\$ 6,537	\$ 6,668	\$ 6,801
TOTAL REVENUES				\$ 6,160	\$ 6,160	\$ 6,160		\$ 6,409	\$ 6,537	\$ 6,668	\$ 6,801
EXPENDITURES											
27	575	5710	5215 - CONTR SVCS-PROFESSIONAL	\$ -	\$ -	\$ 6,160	Wash	\$ 6,409	\$ 6,537	\$ 6,668	\$ 6,801
27	575	5710	9000 - TRANSFER OUT	\$ 6,160	\$ 6,160	\$ -	N/A	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES				\$ 6,160	\$ 6,160	\$ 6,160		\$ 6,409	\$ 6,537	\$ 6,668	\$ 6,801
NET REVENUES (EXPENDITURES)				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -

HOMELESSNESS INITIATIVE

REVENUES											
36			4120 - SALES TAX	\$ 260,000	\$ -	\$ -	1.0200	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES				\$ 260,000	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
EXPENDITURES											
36	360	3600	5406 - SPECIAL DEPT. SUPPLIES	\$ 400	\$ -	\$ -	1.0500	\$ -	\$ -	\$ -	\$ -
36	360	3600	5525 - VEHICLE MAINTENANCE	\$ 10,000	\$ -	\$ -	1.0500	\$ -	\$ -	\$ -	\$ -
36	360	3600	5908 - TRAINING	\$ 600	\$ -	\$ -	1.0500	\$ -	\$ -	\$ -	\$ -
36	360	3600	5951 - FACILITY RENTAL	\$ 84,000	\$ -	\$ -	1.0000	\$ -	\$ -	\$ -	\$ -
36	360	3600	5976 - FOOD SUPPLIES	\$ 5,000	\$ -	\$ -	1.0500	\$ -	\$ -	\$ -	\$ -
36	360	3600	9000 - TRANSFER-OUT	\$ 125,000	\$ 12,439	\$ -	N/A	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES				\$ 225,000	\$ 12,439	\$ -		\$ -	\$ -	\$ -	\$ -
NET REVENUES (EXPENDITURES)				\$ 35,000	\$ (12,439)	\$ -		\$ -	\$ -	\$ -	\$ -

MEASURE M LOCAL RETURN FUND

**City of South El Monte
Fiscal 2023-24 Budget
Special Revenue Funds**

FUND	DEPT	DIV	ACCOUNT	FY 22-23 Adopted	FY 22-23 Forecasted	FY 23-24 Proposed	Escalation Factor	FY 24-25 Forecasted	FY 25-26 Forecasted	FY 26-27 Forecasted	FY 27-28 Forecasted
REVENUES											
37			4866 - MEASURE M LR FUND	\$ 366,313	\$ 386,129	\$ 400,771	1.0200	\$ 408,786	\$ 416,962	\$ 425,301	\$ 433,807
TOTAL REVENUES				\$ 366,313	\$ 386,129	\$ 400,771		\$ 408,786	\$ 416,962	\$ 425,301	\$ 433,807
EXPENDITURES											
37	670	6710	9000 - TRANSFER-OUT	\$ 15,000	\$ 15,000	\$ 36,345	CIP	\$ 37,435	\$ 38,558	\$ 39,715	\$ 40,907
37	670	6720	5968 - CONSTRUCTION	\$ 778,430	\$ 389,215	\$ -	1.0000	\$ -	\$ -	\$ -	\$ -
37	670	6720	9000 - TRANSFER-OUT	\$ -	\$ -	\$ 732,692	CIP	\$ 625,832	\$ 1,096,314	\$ 385,586	\$ 392,901
37	900	9010	5215 - CONTR SVCS-PROFESSIONAL	\$ -	\$ 4,605	\$ -	1.0500	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES				\$ 793,430	\$ 408,820	\$ 769,037		\$ 663,267	\$ 1,134,872	\$ 425,301	\$ 433,807
NET REVENUES (EXPENDITURES)				\$ (427,117)	\$ (22,691)	\$ (368,266)		\$ (254,481)	\$ (717,910)	\$ 0	\$ -

PROP "C" FUND

REVENUES											
38			4817 - PROP "C" LOCAL REVENUE	\$ 430,956	\$ 454,704	\$ 471,495	1.0200	\$ 480,925	\$ 490,543	\$ 500,354	\$ 510,361
TOTAL REVENUES				\$ 430,956	\$ 454,704	\$ 471,495		\$ 480,925	\$ 490,543	\$ 500,354	\$ 510,361
EXPENDITURES											
38	600	6010	5914 - MEMBERSHIPS	\$ 4,500	\$ 6,861	\$ 4,500	1.0500	\$ 4,725	\$ 4,961	\$ 5,209	\$ 5,470
38	600	6010	9000 - TRANSFER-OUT	\$ 2,615	\$ 2,615	\$ 36,345	1.0300	\$ 37,435	\$ 38,558	\$ 39,715	\$ 40,907
38	900	9000	5968 - CONSTRUCTION	\$ 379,719	\$ 235,692	\$ 25,000	CIP	\$ -	\$ -	\$ -	\$ -
38	900	9000	5974 - PROJECT MANAGEMENT	\$ -	\$ 36,341	\$ -	1.0000	\$ -	\$ -	\$ -	\$ -
38	900	9000	9000 - TRANSFER-OUT	\$ -	\$ -	\$ 20,197	CIP	\$ 339,901	\$ 339,901	\$ -	\$ -
TOTAL EXPENDITURES				\$ 386,834	\$ 281,508	\$ 86,042		\$ 382,061	\$ 383,421	\$ 44,924	\$ 46,376
NET REVENUES (EXPENDITURES)				\$ 44,122	\$ 173,195	\$ 385,453		\$ 98,864	\$ 107,123	\$ 455,430	\$ 463,985

COMMUNITY DEVELOPMENT BLOCK GRANT FUND

REVENUES											
39			4793 - PROJECT REIMBURSEMENT	\$ 270,000	\$ 122,767	\$ 275,400	1.0200	\$ 280,908	\$ 286,526	\$ 292,257	\$ 298,102
39			4824 - CODE ENFORCEMENT	\$ 65,000	\$ 32,500	\$ 66,300	1.0200	\$ 67,626	\$ 68,979	\$ 70,358	\$ 71,765
TOTAL REVENUES				\$ 335,000	\$ 155,267	\$ 341,700		\$ 348,534	\$ 355,505	\$ 362,615	\$ 369,867
EXPENDITURES											
39	700	7020	9000 - TRANSFER-OUT	\$ 89,000	\$ 89,000	\$ 94,783	1.0300	\$ 97,626	\$ 100,555	\$ 103,572	\$ 106,679
39	900	9000	5968 - CONSTRUCTION	\$ 159,710	\$ 79,855	\$ -	CIP	\$ -	\$ -	\$ -	\$ -
39	900	9000	9000 - TRANSFER-OUT	\$ -	\$ -	\$ 95,045	CIP	\$ 47,523	\$ 248,412	\$ -	\$ -

**City of South El Monte
Fiscal 2023-24 Budget
Special Revenue Funds**

FUND	DEPT	DIV	ACCOUNT	FY 22-23 Adopted	FY 22-23 Forecasted	FY 23-24 Proposed	Escalation Factor	FY 24-25 Forecasted	FY 25-26 Forecasted	FY 26-27 Forecasted	FY 27-28 Forecasted
TOTAL EXPENDITURES				\$ 248,710	\$ 168,855	\$ 189,828		\$ 145,149	\$ 348,967	\$ 103,572	\$ 106,679
NET REVENUES (EXPENDITURES)				\$ 86,290	\$ (13,588)	\$ 151,872		\$ 203,385	\$ 6,537	\$ 259,043	\$ 263,188

HSIP FUND

REVENUES											
40			4793 - PROJECT REIMBURSEMENT	\$ 1,842,952	\$ 922,126	\$ 1,954,300	CIP	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES				\$ 1,842,952	\$ 922,126	\$ 1,954,300		\$ -	\$ -	\$ -	\$ -
EXPENDITURES											
40	900	9000	5968 - CONSTRUCTION	\$ 1,842,952	\$ 1,333,966	\$ 1,954,300	CIP	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES				\$ 1,842,952	\$ 1,333,966	\$ 1,954,300		\$ -	\$ -	\$ -	\$ -
NET REVENUES (EXPENDITURES)				\$ -	\$ (411,840)	\$ -		\$ -	\$ -	\$ -	\$ -

PROP "A" PARK BOND GRANT FUND

REVENUES											
41			4793 - PROJECT REIMBURSEMENT	\$ -	\$ -	\$ 200,000	CIP	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES				\$ -	\$ -	\$ 200,000		\$ -	\$ -	\$ -	\$ -
EXPENDITURES											
41	810	8110	6025 - IMPROVEMENTS	\$ -	\$ -	\$ 200,000	CIP	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES				\$ -	\$ -	\$ 200,000		\$ -	\$ -	\$ -	\$ -
NET REVENUES (EXPENDITURES)				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -

TRANSPORTATION DEVELOPMENT ACT FUND

REVENUES											
43			4862 - TDA REVENUE	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
EXPENDITURES											
43	900	9000	5968 - CONSTRUCTION	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
NET REVENUES (EXPENDITURES)				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -

**City of South El Monte
Fiscal 2023-24 Budget
Special Revenue Funds**

FUND	DEPT	DIV	ACCOUNT	FY 22-23 Adopted	FY 22-23 Forecasted	FY 23-24 Proposed	Escalation Factor	FY 24-25 Forecasted	FY 25-26 Forecasted	FY 26-27 Forecasted	FY 27-28 Forecasted
PROP "A" FUND											
REVENUES											
44			4872 - MTA REVENUE	\$ 519,554	\$ 548,185	\$ 568,426	1.0200	\$ 579,795	\$ 591,390	\$ 603,218	\$ 615,283
44			4876 - BUS PASS-SENIORS	\$ 2,081	\$ 1,331	\$ 700	1.0200	\$ 714	\$ 728	\$ 743	\$ 758
44			4878 - BUS PASS-HANDICAPPED	\$ 312	\$ 176	\$ 100	1.0200	\$ 102	\$ 104	\$ 106	\$ 108
44			4879 - EZ BUS PASSES	\$ 2,081	\$ 1,217	\$ 700	1.0200	\$ 714	\$ 728	\$ 743	\$ 758
44			4880 - BUS PASS-STUDENTS	\$ 2,081	\$ 1,040	\$ 500	1.0200	\$ 510	\$ 520	\$ 531	\$ 541
44			4882 - FOOTHILL	\$ 208	\$ 119	\$ 100	1.0200	\$ 102	\$ 104	\$ 106	\$ 108
TOTAL REVENUES				\$ 526,317	\$ 552,069	\$ 570,526		\$ 581,937	\$ 593,575	\$ 605,447	\$ 617,556
EXPENDITURES											
44	800	8010	5010 - SALARIES-FULL TIME	\$ 87,525	\$ 97,439	\$ -	1.0300	\$ -	\$ -	\$ -	\$ -
44	800	8010	5020 - SALARIES-PART TIME	\$ 41,149	\$ 50,283	\$ -	1.0300	\$ -	\$ -	\$ -	\$ -
44	800	8010	5180 - ALLOCATED BENEFITS	\$ 74,157	\$ 123,406	\$ -	1.0300	\$ -	\$ -	\$ -	\$ -
44	800	8010	5215 - CONTR SVCS-PROFESSIONAL	\$ 10,000	\$ 6,615	\$ -	1.0500	\$ -	\$ -	\$ -	\$ -
44	800	8010	5406 - SPECIAL DEPT. SUPPLIES	\$ 1,000	\$ 960	\$ 2,000	1.0500	\$ 2,100	\$ 2,205	\$ 2,315	\$ 2,431
44	800	8010	5525 - VEHICLE MAINTENANCE	\$ 10,000	\$ 20,720	\$ 25,000	1.0500	\$ 26,250	\$ 27,563	\$ 28,941	\$ 30,388
44	800	8010	5908 - TRAINING	\$ 1,500	\$ 900	\$ 5,500	1.0500	\$ 5,775	\$ 6,064	\$ 6,367	\$ 6,685
44	800	8010	5956 - UNIFORMS	\$ 1,200	\$ 600	\$ 1,500	1.0500	\$ 1,575	\$ 1,654	\$ 1,736	\$ 1,823
44	800	8010	5982 - BUS PASSES	\$ 800	\$ 1,603	\$ 3,500	1.0500	\$ 3,675	\$ 3,859	\$ 4,052	\$ 4,254
44	800	8010	9000 - TRANSFER-OUT	\$ -	\$ -	\$ 410,594	1.0500	\$ 431,124	\$ 452,680	\$ 475,314	\$ 499,080
44	800	8015	5715 - UTILITY-PHONE/CELL PHONE	\$ -	\$ 536	\$ -	1.0500	\$ -	\$ -	\$ -	\$ -
44	800	8015	6015 - OFFICE EQUIPMENT	\$ -	\$ -	\$ 180,600	N/A	\$ -	\$ -	\$ -	\$ -
44	800	8020	5215 - CONTR SVCS-PROFESSIONAL	\$ -	\$ -	\$ 10,000	1.0500	\$ 10,500	\$ 11,025	\$ 11,576	\$ 12,155
44	800	8030	9000 - TRANSFER-OUT	\$ 36,000	\$ 36,000	\$ 36,345	1.0300	\$ 37,435	\$ 38,558	\$ 39,715	\$ 40,907
44	800	8040	5555 - MAINTENANCE SUPPLIES	\$ -	\$ -	\$ 25,000	1.0500	\$ 26,250	\$ 27,563	\$ 28,941	\$ 30,388
44	800	8040	9000 - TRANSFER-OUT	\$ 71,000	\$ 71,000	\$ 53,187	1.0300	\$ 54,783	\$ 56,426	\$ 58,119	\$ 59,862
TOTAL EXPENDITURES				\$ 334,331	\$ 410,062	\$ 753,226		\$ 599,467	\$ 627,596	\$ 657,076	\$ 687,973
NET REVENUES (EXPENDITURES)				\$ 191,986	\$ 142,007	\$ (182,700)		\$ (17,530)	\$ (34,020)	\$ (51,629)	\$ (70,417)

MEASURE R LOCAL RETURN FUND

REVENUES											
45			4886 - MEASURE R LR REVENUE	\$ 323,217	\$ 341,002	\$ 353,621	1.0200	\$ 360,693	\$ 367,907	\$ 375,265	\$ 382,771
TOTAL REVENUES				\$ 323,217	\$ 341,002	\$ 353,621		\$ 360,693	\$ 367,907	\$ 375,265	\$ 382,771
EXPENDITURES											
45	660	6610	5914 - MEMBERSHIPS	\$ 4,500	\$ 6,861	\$ 4,500	1.0500	\$ 4,725	\$ 4,961	\$ 5,209	\$ 5,470
45	660	6610	5968 - CONSTRUCTION	\$ 143,159	\$ 71,580	\$ -	1.0000	\$ -	\$ -	\$ -	\$ -

**City of South El Monte
Fiscal 2023-24 Budget
Special Revenue Funds**

FUND	DEPT	DIV	ACCOUNT	FY 22-23 Adopted	FY 22-23 Forecasted	FY 23-24 Proposed	Escalation Factor	FY 24-25 Forecasted	FY 25-26 Forecasted	FY 26-27 Forecasted	FY 27-28 Forecasted
45	660	6610	9000 - TRANSFER-OUT	\$ 170,000	\$ 170,000	\$ 36,345	1.0300	\$ 37,435	\$ 38,558	\$ 39,715	\$ 40,907
45	900	9000	5555 - MAINTENANCE SUPPLIES	\$ -	\$ 1,248	\$ -	1.0500	\$ -	\$ -	\$ -	\$ -
45	900	9000	5969 - ADMINISTRATIVE CHARGES	\$ -	\$ 2,963	\$ -	1.0000	\$ -	\$ -	\$ -	\$ -
45	900	9000	5977 - MISC PROJECT-MATERIALS	\$ -	\$ 148	\$ -	1.0000	\$ -	\$ -	\$ -	\$ -
45	900	9000	9000 - TRANSFER-OUT	\$ -	\$ -	\$ 243,095	CIP	\$ 121,547	\$ 635,358	\$ -	\$ -
TOTAL EXPENDITURES				\$ 317,659	\$ 252,799	\$ 283,940		\$ 163,707	\$ 678,878	\$ 44,924	\$ 46,376
NET REVENUES (EXPENDITURES)				\$ 5,558	\$ 88,203	\$ 69,681		\$ 196,986	\$ (310,970)	\$ 330,341	\$ 336,394

SEWER ASSESSMENT FUND

REVENUES											
46			4160 - SEWER ASSESSMENT FEES	\$ 397,800	\$ 355,451	\$ 405,756	1.0200	\$ 413,871	\$ 422,149	\$ 430,592	\$ 439,203
TOTAL REVENUES				\$ 397,800	\$ 355,451	\$ 405,756		\$ 413,871	\$ 422,149	\$ 430,592	\$ 439,203
EXPENDITURES											
46	460	4610	5215 - CONTR SVCS-PROFESSIONAL	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
				\$ 397,800	\$ 355,451	\$ 405,756		\$ 413,871	\$ 422,149	\$ 430,592	\$ 439,203

CALHOME GENERAL PROGRAM GRANT FUND

REVENUES											
49			4745 - MISC. REVENUE	\$ 1,000,000	\$ -	\$ -	1.0200	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES				\$ 1,000,000	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
EXPENDITURES											
49	490	4950	5215 - CONTR SVCS-PROFESSIONAL	\$ 100,000	\$ -	\$ 100,000	1.0500	\$ 105,000	\$ 110,250	\$ 115,763	\$ 121,551
49	490	4950	5994 - HOUSING REHAB LOANS	\$ 900,000	\$ -	\$ 900,000	1.0500	\$ 945,000	\$ 992,250	\$ 1,041,863	\$ 1,093,956
				\$ 1,000,000	\$ -	\$ 1,000,000		\$ 1,050,000	\$ 1,102,500	\$ 1,157,625	\$ 1,215,506
NET REVENUES (EXPENDITURES)				\$ -	\$ -	\$ (1,000,000)		\$ (1,050,000)	\$ (1,102,500)	\$ (1,157,625)	\$ (1,215,506)

PERMANENT LOCAL HOUSING ALLOCATION

REVENUES											
51			4745 - MISC. REVENUE	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -

**City of South El Monte
Fiscal 2023-24 Budget
Special Revenue Funds**

FUND	DEPT	DIV	ACCOUNT	FY 22-23 Adopted	FY 22-23 Forecasted	FY 23-24 Proposed	Escalation Factor	FY 24-25 Forecasted	FY 25-26 Forecasted	FY 26-27 Forecasted	FY 27-28 Forecasted
EXPENDITURES											
51	510	5100	5914 - MEMBERSHIPS	\$ -	\$ 5,070	\$ 5,070	1.0500	\$ 5,324	\$ 5,590	\$ 5,869	\$ 6,163
51	510	5100	5996 - DOWN PAYMENT ASSIST PRG	\$ -	\$ -	\$ 190,512	1.0500	\$ 200,038	\$ 210,039	\$ 220,541	\$ 231,569
				\$ -	\$ 5,070	\$ 195,582		\$ 205,361	\$ 215,629	\$ 226,411	\$ 237,731
NET REVENUES (EXPENDITURES)				\$ -	\$ (5,070)	\$ (195,582)		\$ (205,361)	\$ (215,629)	\$ (226,411)	\$ (237,731)

CALHOME REUSE FUND

REVENUES											
55			4892 - CALHOME GRANT-FTHBP	\$ -	\$ 94,698	\$ -	1.0200	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES				\$ -	\$ 94,698	\$ -		\$ -	\$ -	\$ -	\$ -
EXPENDITURES											
55	900	9000	5968 - CONSTRUCTION	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
NET REVENUES (EXPENDITURES)				\$ -	\$ 94,698	\$ -		\$ -	\$ -	\$ -	\$ -

CAPITAL IMPROVEMENT FUND

REVENUES											
67 & 88			4793 - PROJECT REIMBURSEMENT	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
EXPENDITURES											
67 & 88	900	9000	9000 - TRANSFER-OUT	\$ -	\$ 1,026,815	\$ -	N/A	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES				\$ -	\$ 1,026,815	\$ -		\$ -	\$ -	\$ -	\$ -
NET REVENUES (EXPENDITURES)				\$ -	\$ (1,026,815)	\$ -		\$ -	\$ -	\$ -	\$ -

MISC GRANTS FUND

REVENUES											
68			4793 - PROJECT REIMBURSEMENT	\$ 3,063,244	\$ 2,709,325	\$ 1,254,678	CIP	\$ 4,746,991	\$ 4,126,516	\$ 375,090	\$ 375,090
68			4960 - TRANSFER-IN	\$ -	\$ -	\$ 1,045,179	CIP	\$ 964,810	\$ 3,078,431	\$ 124,910	\$ 124,910
TOTAL REVENUES				\$ 3,063,244	\$ 2,709,325	\$ 2,299,857		\$ 5,711,801	\$ 7,204,947	\$ 500,000	\$ 500,000
EXPENDITURES											
68	900	9000	5215 - CONTR SVCS-PROFESSIONAL	\$ 150,000	\$ 112,600	\$ 107,495	N/A	\$ -	\$ -	\$ -	\$ -

**City of South El Monte
Fiscal 2023-24 Budget
Special Revenue Funds**

FUND	DEPT	DIV	ACCOUNT	FY 22-23 Adopted	FY 22-23 Forecasted	FY 23-24 Proposed	Escalation Factor	FY 24-25 Forecasted	FY 25-26 Forecasted	FY 26-27 Forecasted	FY 27-28 Forecasted
68	900	9000	5715 - UTILITY-PHONE/CELL PHONE	\$ -	\$ 1,607	\$ -	N/A	\$ -	\$ -	\$ -	\$ -
68	900	9000	5968 - CONSTRUCTION	\$ 865,044	\$ 437,355	\$ 1,480,000	CIP	\$ 5,091,328	\$ 7,204,947	\$ 500,000	\$ 500,000
68	900	9000	5969 - ADMINISTRATIVE CHARGES	\$ -	\$ 35,707	\$ -	N/A	\$ -	\$ -	\$ -	\$ -
68	900	9000	5974 - PROJECT MANAGEMENT	\$ -	\$ 73,954	\$ -	N/A	\$ -	\$ -	\$ -	\$ -
68	900	9000	6020 - EQUIPMENT	\$ -	\$ -	\$ 91,887	N/A	\$ -	\$ -	\$ -	\$ -
68	900	9000	6025 - IMPROVEMENTS	\$ 2,048,200	\$ 1,077,100	\$ 620,475	CIP	\$ 620,475	\$ -	\$ -	\$ -
68	900	9000	9000 - TRANSFER-OUT	\$ 4,921,738	\$ 4,921,738	\$ -	N/A	\$ -	\$ -	\$ -	\$ -
68	900	9010	5215 - CONTR SVCS-PROFESSIONAL	\$ -	\$ 35,543	\$ -	N/A	\$ -	\$ -	\$ -	\$ -
68	900	9080	5974 - PROJECT MANAGEMENT	\$ -	\$ 4,671	\$ -	N/A	\$ -	\$ -	\$ -	\$ -
68	900	9090	5215 - CONTR SVCS-PROFESSIONAL	\$ -	\$ 23,698	\$ -	N/A	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES				\$ 7,984,982	\$ 6,723,973	\$ 2,299,857		\$ 5,711,803	\$ 7,204,947	\$ 500,000	\$ 500,000
NET REVENUES (EXPENDITURES)				\$ (4,921,738)	\$ (4,014,648)	\$ -		\$ (1)	\$ 1	\$ (0)	\$ (0)

SAFE CLEAN WATER PROGRAM

REVENUES											
70			4155 - PARCEL TAX	\$ 450,000	\$ 447,371	\$ 459,000	1.0200	\$ 468,180	\$ 477,544	\$ 487,094	\$ 496,836
70			4793 - PROJECT REIMBURSEMENT	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES				\$ 450,000	\$ 447,371	\$ 459,000		\$ 468,180	\$ 477,544	\$ 487,094	\$ 496,836
EXPENDITURES											
70	900	9020	5215 - CONTR SVCS-PROFESSIONAL	\$ -	\$ -	\$ 84,800	1.0500	\$ 89,040	\$ 93,492	\$ 98,167	\$ 103,075
70	900	9020	6025 - IMPROVEMENTS	\$ 450,000	\$ 50,651	\$ -	1.0000	\$ -	\$ -	\$ -	\$ -
70	900	9020	9000 - TRANSFER-OUT	\$ 137,758	\$ -	\$ 24,982	CIP	\$ 124,910	\$ 124,910	\$ 124,910	\$ 124,910
TOTAL EXPENDITURES				\$ 587,758	\$ 50,651	\$ 109,782		\$ 213,950	\$ 218,402	\$ 223,077	\$ 227,985
NET REVENUES (EXPENDITURES)				\$ (137,758)	\$ 396,720	\$ 349,218		\$ 254,230	\$ 259,142	\$ 264,018	\$ 268,851

HOUSING SUCCESSOR AGENCY FUND

REVENUES											
86 & 94			4405 - INTEREST INCOME	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
EXPENDITURES											
86 & 94	900	9000	5900 - MISC. OPERATING EXPENSES	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
NET REVENUES (EXPENDITURES)				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -

City of South El Monte
Fiscal 2023-24 Budget
Special Revenue Funds

FUND	DEPT	DIV	ACCOUNT	FY 22-23 Adopted	FY 22-23 Forecasted	FY 23-24 Proposed	Escalation Factor	FY 24-25 Forecasted	FY 25-26 Forecasted	FY 26-27 Forecasted	FY 27-28 Forecasted
ALL SPECIAL REVENUES FUNDS											
			REVENUES	\$ 10,842,584	\$ 8,032,289	\$ 9,815,725		\$ 10,879,998	\$ 11,891,363	\$ 5,278,144	\$ 5,371,707
			EXPENDITURES	\$ 15,926,125	\$ 12,438,662	\$ 10,369,586		\$ 11,385,577	\$ 14,290,548	\$ 4,649,086	\$ 4,733,223
			NET REVENUES (EXPENDITURES)	\$ (5,083,541)	\$ (4,406,373)	\$ (553,861)		\$ (505,579)	\$ (2,399,185)	\$ 629,058	\$ 638,484

CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
CITY COUNCIL

ACCOUNT NO:
01-100-1010

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	181,741	187,447	106,980
Allocated Benefits	5180	66,193	81,512	67,709
TOTAL PERSONNEL:		247,934	268,959	174,689
<u>MAINT. & OPERATIONS</u>				
Departmental Supplies	5406	7,000	5,867	7,000
Training	5908	1,000	500	1,000
Conferences/Seminars:	5910			
Delgado 505		7,500	5,202	12,000
Olmos 507		7,500	5,202	12,000
Angel 508		7,500	5,202	12,000
Borjorquez 509		7,500	5,202	12,000
Acosta 510		7,500	5,202	12,000
Meeting Expense	5912	6,000	5,285	7,000
Memberships	5914	42,000	38,524	48,750
TOTAL M & O:		93,500	76,186	123,750
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		341,434	345,145	298,439

CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
CITY COUNCIL

ACCOUNT NO:
01-100-1010

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5010	Salaries - Full Time Consists five City Council members.	106,980
5180	Allocated Benefits Benefits include vision, dental, life insurance, medical insurance, PERS Retirement, Deferred Comp., and employer's share of payroll taxes.	67,709
5406	Departmental Supplies To purchase special supplies used only by the department such as business cards and forms, and other general office supplies.	7,000
5908	Training To provide for technical training classes for Council Secretary, such as computer programs.	1,000
5910	Conferences/Seminars Per Diem to attend conferences and meetings held out of town to pay for meals, parking fees and tips. Provides for travel expenses such as airline tickets, and mileage, as well as lodging expenses including hotel reservations and registration fees to attend conferences.	60,000
5912	Meeting Expense Provides for expenses incurred to attend local meetings or seminars. And City Council/ or hosted meetings.	7,000
5914	Memberships Provides for membership fees to professional organizations such as: California Contract Cities Association (\$2,500) El Monte/South El Monte Chamber of Commerce (\$20,000) League of California Cities - State (\$8,000) League of California Cities - County (\$1,100) NALEO, Inc. - Individuals (\$1,000) San Gabriel Valley Economic Partnerships (\$5,250) San Gabriel Valley Council of Governments (\$8,400) Southern California Association of Governments (\$2,000) International Council of Shopping Centers (\$500)	48,750

298,439

**CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024**

DIVISION:
CITY MANAGER

ACCOUNT NO:
01-100-1020

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	568,598	424,436	511,891
Part Time	5020	0	0	0
Overtime	5030	0	885	0
Allocated Benefits	5180	152,951	211,985	175,008
TOTAL PERSONNEL:		721,549	637,306	686,899
<u>MAINT. & OPERATIONS</u>				
Contract Services-Professional	5215	120,000	100,500	120,000
Office Supplies *	5405	2,000	1,651	9,000
Departmental Supplies **	5406	500	398	0
Conferences/Seminars	5910	10,000	7,336	10,000
Meeting Expense	5912	3,000	10,577	3,000
Memberships	5914	3,000	2,291	3,000
Postage ***	5916	0	0	2,500
Subscriptions	5932	6,000	5,192	3,000
TOTAL M & O:		144,500	127,945	150,500
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		866,049	765,251	837,399

* \$6,000 moved from 01-170-1710 City Hall.

** Consolidated with 5405 Office Supplies

*** \$2,500 moved from 01-170-1710 City Hall.

**CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024**

DIVISION:
CITY MANAGER

ACCOUNT NO:
01-100-1020

BUDGET REQUEST DESCRIPTIONS		
<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5010	Salaries - Full Time Consists of: City Manager Senior Executive Assistant to City Manager Senior Executive Assistant to City Council Communication Coordinator City Hall Receptionist	511,891
5180	Allocated Benefits Benefits include vision, dental, life insurance, medical insurance, PERS Retirement, Deferred Comp., and employer's share of payroll taxes.	175,008
5215	Contract Services-Professional Grant Writing Services \$25k HDL - Cannabis Consulting \$25k Townsend Public Affairs - Lobbying Services \$60k Contingency - Other \$10k	120,000
5405	Office Supplies General office supplies.	9,000
5406	Departmental Supplies Consolidated into 5405 Office Supplies.	0
5910	Conferences/Seminars Provides for travel expenses for City Manager and Deputy City Manager such as airline tickets, and mileage, as well as lodging expenses including hotel reservations and registration fees to attend conferences such as: California Contract Cities and League of California Cities, etc.	10,000
5912	Meeting Expense Provides for expenses incurred by the City Manager and Deputy Manager and Administrative Staff to attend local meetings or seminars	3,000
5914	Memberships Provides for membership fees to professional organizations such as: San Gabriel Valley City Managers ICMA- International City Managers Association	3,000
5916	Postage	2,500
5932	Subscriptions LA Times and SGV Tribune	3,000
6015	Equipment	0
		<u>837,399</u>

DRAFT AS OF MAY 16, 2023
CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
CITY ATTORNEY

ACCOUNT NO:
01-100-1030

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits:	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contract Services- Professional	5215	410,000	410,000	450,000
TOTAL M & O:		410,000	410,000	450,000
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		410,000	410,000	450,000

DRAFT AS OF MAY 16, 2023
CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
CITY ATTORNEY

ACCOUNT NO:
01-100-1030

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5215	Contract Services- Professional	
	Aleshire & Wynder LLP - General	410,000
	Aleshire & Wynder LLP - Personnel Rules Update	20,000
	Mandell Municipal Counseling - Business License Tax Ordinance	<u>20,000</u>
		450,000
		<u><u>450,000</u></u>

DRAFT AS OF MAY 16, 2023
CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
COMMUNITY PROMOTION

ACCOUNT NO:
01-100-1040

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Part Time	5020	0	0	0
Overtime	5030	0	0	0
Allocated Benefits:	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contract Services-Professional	5215	7,000	9,564	7,000
Conference/Training	5908	0	0	2,000
Postage	5916	18,000	19,200	21,000
Newsletter	5921	65,000	66,427	65,000
Misc. Community Promotions	5922	40,000	31,653	40,720
Software Licenses	5931	9,500	7,738	14,240
TOTAL M & O:		139,500	134,582	149,960
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	1,700
TOTAL CAPITAL OUTLAY:		0	0	1,700
TOTAL DIVISION COSTS:		139,500	134,582	151,660

DRAFT AS OF MAY 16, 2023
CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
COMMUNITY PROMOTION

ACCOUNT NO:
01-100-1040

BUDGET REQUEST DESCRIPTIONS

Acct #	Description:	Amount:
5215	Contract Service-Professional Website - CivicPlus	7,000
5908	Conference/Training	2,000
5916	Newsletter Postage Provides for postage (at bulk rate costs) to mail out the monthly community newsletter.	21,000
5921	Newsletter Contract services with The Sauce Creative Service Corporation for the printing and layout of the community newsletter.	65,000
5922	Misc. Community Promotions Conference and City Sponsored Give Aways (\$5,000) Sponsorships (\$5,000) \$500 limit per Organization Awards given to Community-Congress-Residents (\$5,000) State of the City Giveaway (\$2,000) Banners (\$3,000) City Hall/ Winter, Spring, Summer, Fall Decor (\$720) 4th of July Giveaways (\$5,000) Sponsorships (I,e, Yearbooks pages, School Pamphlets) (\$2,000) Events Promotions (Flowers, Decors, and Community Outreach) (\$13,000)	40,720
5931	Software Licenses Archive Social (\$4,740) GoGov Apps, Inc. (\$9,500)	14,240
6015	Equipment Camera (\$700) Lenses (\$1,000)	1,700
		151,660

DRAFT AS OF MAY 16, 2023
CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
HUMAN RESOURCES

ACCOUNT NO:
01-100-1050

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	90,300	49,608	139,282
Part Time	5020	0	29,799	0
Overtime	5030	0	0	0
Allocated Benefits	5180	42,972	43,383	68,869
TOTAL PERSONNEL:		133,272	122,790	208,151
<u>MAINT. & OPERATIONS</u>				
Contract Services-Professional	5215	20,000	10,000	0
Departmental Supplies	5406	1,600	1,338	2,000
Training	5908	1,000	500	1,000
Conferences/Seminars	5910	1,000	500	3,500
Meeting Expense	5912	1,200	1,014	1,200
Memberships	5914	600	300	5,000
Advertising	5918	2,800	2,095	7,500
Software Licenses	5931	12,000	8,015	12,000
Fingerprinting	5934	2,400	1,245	3,000
Employee Physicals	5936	9,300	12,383	11,000
Education Reimbursement	5938	10,000	7,403	10,000
Employee Recognition	5940	4,000	4,320	4,000
Medical Insurance-Admin Fee	5941	2,000	2,219	2,000
Medical Insurance-Retired	5945	17,500	15,008	17,500
TOTAL M & O:		85,400	66,340	79,700
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		218,672	189,130	287,851

**CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024**

DIVISION:
HUMAN RESOURCES

ACCOUNT NO:
01-100-1050

BUDGET REQUEST JUSTIFICATION

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5010	Salaries - Full Time 50% HR/Risk Manager 50% HR Analyst 50% Administrative Executive Assistant	139,282
5180	Allocated Benefits Benefits include vision, dental, life insurance, medical insurance, PERS Retirement, Deferred Comp., and employer's share of payroll taxes.	68,869
5215	Contract Services-Professional Moved to 01-100-1030 City Attorney: Personnel Rules Update - Aleshire (\$20,000)	0
5406	Departmental Supplies Employee testing, and department supplies.	2,000
5908	Training Training for staff.	1,000
5910	Conferences/Seminars CalPELRA Conference.	3,500
5912	Meeting Expense Provides for expenses incurred to host City sponsored trainings.	1,200
5914	Memberships Provides for membership fees to professional organizations. SCPLRC (\$200) and CalPELRA (\$400) Liebert Cassidy Whitmore San Gabriel Valley Employment Relations Consortium	5,000
5918	Advertising Posting of job openings in the local newspaper and other media outlets.	7,500
5931	Software Licenses 1. DAC annual license. (\$2,000) 2. NeoGov Human Resources Software - For records management and recruitment (\$10,000)	12,000
5934	Fingerprinting Provides funds for verification of new applicants' background checks.	3,000
5936	Employee Physicals/ DOT Drug Testing Medical physicals for new employees and existing employees.	11,000
5938	Education Reimbursement Professional education for staff.	10,000
5940	Employee Recognition Employee service awards, plaques, flowers. Holiday dinner and Employee Wellness Program monthly activities.	4,000
5941	Medical Insurance-Admin Fee	2,000
5945	Medical Insurance-Retired Employer portion of Retiree costs.	17,500
		<u>287,851</u>

DRAFT AS OF MAY 16, 2023
CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
RISK MANAGEMENT

NEW ACCOUNT NO:
01-100-1060

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	90,300	79,406	139,282
Part Time	5020	0	0	0
Overtime	5030	0	753	0
Allocated Benefits	5180	42,972	41,393	68,869
TOTAL PERSONNEL:		133,272	121,552	208,151
<u>MAINT. & OPERATIONS</u>				
Crime Insurance	5805	1,274	1,876	1,301
General Liability Insurance	5810	233,575	233,575	286,808
Workers Comp. Insurance	5815	315,145	548,720	323,973
Property & Auto Insurance	5820	138,193	138,194	171,929
Environmental Insurance	5825	2,183	2,425	2,522
Conferences/ Seminars	5910	1,500	750	1,500
Memberships	5914	150	225	150
TOTAL M & O:		692,020	925,765	788,183
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		825,292	1,047,317	996,334

DRAFT AS OF MAY 16, 2023
CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
RISK MANAGEMENT

ACCOUNT NO:
01-100-1060

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5010	Salaries - Full Time 50% HR/Risk Manager 50% HR Analyst 50% Administrative Executive Assistant	139,282
5180	Allocated Benefits Benefits include vision, dental, life insurance, medical insurance, PERS Retirement, Deferred Comp., and employer's share of payroll taxes.	68,869
5805	Crime Insurance Cost of Crime Insurance (Alliant Crime Insurance Program)	1,301
5810	General Liability Insurance-CJPIA Provides for liability coverage for claims against the City. City shares in a pool with other entities through California Joint Powers Insurance Authority.	286,808
5815	Worker's Comp. Insurance-CJPIA Coverage for injuries incurred by employees while on City time. City shares in a pool with other entities through California Joint Powers Insurance Authority.	323,973
5820	Property & Auto Insurance-CJPIA Blanket insurance coverage for the property & vehicles owned by the City. Insurance is administered by California Joint Powers Insurance Authority.	171,929
5825	Environmental Insurance-CJPIA Liability insurance for hazardous waste.	2,522
5910	Conferences/ Seminars CJPIA Annual Risk Management Educational Forum	1,500
5914	Memberships PARMA	150
		<u>996,334</u>

DRAFT AS OF MAY 16, 2023
CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
PUBLIC SAFETY & LAW ENFORCEMENT

ACCOUNT NO:
01-110-1110

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Law Enforcement-Contract Svcs	5220	5,128,229	5,128,229	5,816,994
Liability Insurance	5610	564,105	564,105	595,978
Community Based Programs	5633	22,000	30,660	23,674
Saturation Patrol	5635	18,000	9,000	19,370
TOTAL M & O:		5,732,334	5,731,994	6,456,016
<u>CAPITAL OUTLAY</u>				
Equipment	6015	3,500	1,750	105,000
TOTAL CAPITAL OUTLAY:		3,500	1,750	105,000
TOTAL DIVISION COSTS:		5,735,834	5,733,744	6,561,016

DRAFT AS OF MAY 16, 2023
CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
SHERIFF

ACCOUNT NO:
01-110-1110

BUDGET REQUEST JUSTIFICATION

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5220	Law Enforcement-Contract Services General law services provided by Los Angeles County Sheriff. Increased 7.61% from the prior year. General law services, added a Sargent for \$298,507	5,816,994
5610	Liability Insurance Increased 12.00% from the prior year.	595,978
5633	Community Based Programs July 4th Festivities New Temple Park, SEMHS & Firework Suppression, Deputy Day, Neighborhood Watch and Business Watch. Increased 7.61% from the prior year.	23,674
5635	Saturation Patrol Special patrol time, overtime for incidents within the City Increased 7.61% from the prior year.	19,370
6015	Equipment Estimated cost of vehicle for Sargent	105,000
		<u><u>6,561,016</u></u>

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
SCHOOL SAFETY

ACCOUNT NO:
01-110-1170

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Part-Time	5020	86,178	57,928	91,432
Allocated Benefits	5180	6,593	4,961	7,506
TOTAL PERSONNEL:		92,771	62,889	98,938
<u>MAINT. & OPERATIONS</u>				
Uniforms	5956	2,000	847	2,000
Fuel	5966	600	0	600
TOTAL M & O:		2,600	847	2,600
<u>CAPITAL OUTLAY</u>				
Equipment	6015			
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		95,371	63,736	101,538

DRAFT AS OF MAY 16, 2023
CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
SCHOOL SAFETY

ACCOUNT NO:
01-110-1170

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5020	Salaries - Part-Time	91,432
5180	Allocated Benefits Provides funds for taxes	7,506
5956	Uniforms	2,000
5966	Fuel	600
		<u><u>101,538</u></u>

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
CITY CLERK

ACCOUNT NO:
01-120-1210

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	194,555	198,604	198,340
Salaries - Part Time	5020	20,077	0	37,056
Overtime	5030	1,500	1,505	1,500
Allocated Benefits	5180	82,798	115,257	97,904
TOTAL PERSONNEL:		298,930	315,366	334,800
<u>MAINT. & OPERATIONS</u>				
Contract Services-Professional	5215	0	0	0
Departmental Supplies	5406	3,000	2,237	3,000
Training	5908	4,000	5,215	4,000
Conferences/Seminars	5910	3,000	2,750	3,000
Meeting Expense	5912	0	0	0
Memberships	5914	900	675	750
Legal Advertising	5919	12,000	7,667	12,000
Municipal Code Supplements	5920	5,000	2,500	5,000
Subscriptions/Publications	5932	0	0	0
Software Licenses	5931	18,000	23,120	15,000
Records Management	5933	1,000	500	525
TOTAL M & O:		46,900	44,664	43,275
<u>CAPITAL OUTLAY</u>				
Office Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		345,830	360,030	378,075

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
CITY CLERK

ACCOUNT NO:
01-120-1210

BUDGET REQUEST DESCRIPTIONS		
<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5010	Salaries - Full Time	198,340
5020	Salaries - Part Time	37,056
5030	Overtime	1,500
5180	Allocated Benefits Benefits include vision, dental, life insurance, medical insurance, PERS Retirement, Deferred Comp., and employer's share of payroll taxes.	97,904
5215	Contract Services-Professional	0
5406	Departmental Supplies Supplies used by City Clerk department i.e. business cards, forms, permanent binders and paper for minutes, resolutions and ordinances, supplies for agenda binders, ink for copier.	3,000
5908	Training "Technical Training for Clerk" - Deputy City Clerk currently working on Certified Municipal Clerk (CMC) Certification Master Municipal Clerks Academy - City Clerk working to obtain Master Municipal Clerk (MMC) Certification	4,000
5910	Conferences/Seminars Attendance at City Clerk's Assoc. of Calif (CCAC) and League of California's New Laws & Elections Annual Conferences,	3,000
5912	Meeting Expense	0
5914	Memberships Provides for membership fees to professional organizations such as: City Clerks Association of California (\$200 City Clerk/\$200 Deputy CC) International Institute Municipal Clerks (\$225 City Clerk /\$125 Deputy CC)	750
5919	Legal Advertising Publication of notices; Summary of Ordinances, NIBs, and Public Hearings.	12,000
5920	Municipal Code Codification - Quality Code Publishing Codification Services to SEM Municipal Code	5,000
5932	Subscription/Publications	0
5931	Software Licenses 1. CivicPlus - Agenda Mangement System (CivicClerk - \$15,000)	15,000
5933	Records Management 1. GRM - Records Destruction (\$250) 2. Gladwell Governmental Services - Records Retention Schedule (\$1,150)	525
6015	Office Equipment Timeclock	0
		<u>378,075</u>

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
ELECTIONS

ACCOUNT NO:
01-120-1220

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-2024 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contracted Services-Public	5205	60,000	30,000	
Election Supplies	5415	1,000	506	1,000
Conferences/Seminars	5910	0	0	0
Postage	5916	0	0	0
Legal Advertising	5919	10,000	14,956	
TOTAL M & O:		71,000	45,462	1,000
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		71,000	45,462	1,000

DRAFT AS OF MAY 16, 2023
CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
ELECTIONS

ACCOUNT NO:
01-120-1220

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5205	Contracted Services-Public	0
5415	Election Supplies	1,000
5919	Legal Advertising Provides for translation & advertising associated with the local election- legal advertising	0
		<u><u>1,000</u></u>

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
ACCOUNTING

ACCOUNT NO:
01-130-1310

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	351,447	369,863	392,253
Salaries - Part Time	5020	145,870	121,240	42,078
Overtime	5030	2,000	11,082	0
Allocated Benefits	5180	134,778	222,527	179,979
TOTAL PERSONNEL:		634,095	724,712	614,310
<u>MAINT. & OPERATIONS</u>				
Contract Services-Professional	5215	30,000	40,184	18,290
Armored Services	5280	1,800	1,770	2,088
Departmental Supplies	5406	3,800	3,778	3,800
Special Auditing Services	5902	0	0	10,000
Property Tax Audit	5903	7,800	3,900	8,700
Sales Tax Audit	5904	8,100	6,432	8,100
Annual Audit Services	5906	42,000	42,000	61,673
Training	5908	500	305	1,000
Conferences/Seminars	5910	300	150	1,000
Bank Charges	5913	14,000	7,821	14,000
Memberships	5914	300	684	300
Printing	5946	100	50	0
TOTAL M & O:		108,700	107,074	128,951
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
<u>DEBT SERVICE</u>				
Interest Expense	6110	0	33,740	0
Debt Service	6115	441,000	675,989	669,971
TOTAL DEBT SERVICE:		441,000	709,729	669,971
TOTAL DIVISION COSTS:		1,183,795	1,541,515	1,413,232

DRAFT AS OF MAY 16, 2023**CITY OF SOUTH EL MONTE****ANNUAL BUDGET****FISCAL YEAR 2023-2024****DIVISION:**
ACCOUNTING**ACCOUNT NO:**
01-130-1310**BUDGET REQUEST JUSTIFICATION**

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5010	Salaries - Full Time	392,253
	One FT Director of Finance	
	General Fund reimbursed 5% by Prop A Fund - Admin	
	General Fund reimbursed 5% by Prop C Fund - Admin	
	General Fund reimbursed 5% by Measure M Fund - Admin	
	General Fund reimbursed 5% by Measure R Fund - Admin	
	One FT Grants Coordinator	
	General Fund reimbursed 10% by Prop A Fund - Admin	
	General Fund reimbursed 10% by Prop C Fund - Admin	
	General Fund reimbursed 10% by Measure M Fund - Admin	
	General Fund reimbursed 10% by Measure R Fund - Admin	
	One FT Senior Accounting Specialist	
	General Fund reimbursed 5% by Prop A Fund - Admin	
	General Fund reimbursed 5% by Prop C Fund - Admin	
	General Fund reimbursed 5% by Measure M Fund - Admin	
	General Fund reimbursed 5% by Measure R Fund - Admin	
	One FT Accounting Technician	
	General Fund reimbursed 5% by Prop A Fund - Admin	
	General Fund reimbursed 5% by Prop C Fund - Admin	
	General Fund reimbursed 5% by Measure M Fund - Admin	
	General Fund reimbursed 5% by Measure R Fund - Admin	
5020	Salaries - Part Time	42,078
	One PT Accountant	
	General Fund reimbursed 5% by Prop A Fund - Admin	
	General Fund reimbursed 5% by Prop C Fund - Admin	
	General Fund reimbursed 5% by Measure M Fund - Admin	
	General Fund reimbursed 5% by Measure R Fund - Admin	
5030	Overtime	0
5180	Allocated Benefits	179,979
	Benefits include vision, dental, life insurance, medical insurance, PERS Retirement, Deferred Comp, and employer's share of payroll taxes.	
5215	Contract Services-Professional	18,290
	Trusaic - ACA compliance with IRS (\$1,020 x 12 Months = \$12,240)	
	GovInvest - GASB 68 Pension Actuarial Reporting \$4,250	
	GovInvest - GASB 75 OPEB Actuarial Reporting \$1,800	
5280	Armored Services	2,088
	Sectran Security (\$174 x 12 = \$2,088)	
5406	Departmental Supplies	3,800
	To purchase office supplies such as copier paper, toner, file folders, signature plates for warrants, business cards, and tax filing forms such as W-2 and 1099 forms.	
5902	Special Auditing Services	10,000
	MuniServices or go out to bid. Potential areas considered are Transient Occupancy Tax,	

DRAFT AS OF MAY 16, 2023

CITY OF SOUTH EL MONTE

ANNUAL BUDGET

FISCAL YEAR 2023-2024

DIVISION:
ACCOUNTING

ACCOUNT NO:
01-130-1310

BUDGET REQUEST JUSTIFICATION

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
	Impound Fees, and Billboard Fees.	
5903	Property Tax Audit Contract with HDL for property tax audit and reporting services.	8,700
5904	Sales Tax Audit Contract with HDL for sales and transaction tax audit and reporting services.	8,100
5906	Annual Audit Services Financial Audit, Single Audit, and Safe Clean Water Program Audit.	61,673
5908	Training Provides funds for staff to attend training on the most current changes in tax laws, compliance filings, financial and accounting standards, rules, process, and technologies.	1,000
5910	Conferences/Seminars Provides funds for one staff to attend either the CSMFO, GFOA, or Tyler conference. Cost may include meals, parking fees, tips, travel, registration and lodging expenses, if needed, approved by the City Manager.	1,000
5913	Bank Charges CBB, AuthorizeNet, and OpenEdge - Bank charges and credit card processing fees.	14,000
5914	Memberships GFOA \$190 CSMFO \$110	300
5946	Printing Captured into Department Supplies above.	0
6105	Debt Service CalPERS Unfunded Actuarial Liability Financing: 12/1/2023 Interest \$155,604 6/1/2024 Principal \$364,782 6/1/2024 Interest \$149,585	669,971
		<u>1,413,232</u>

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
INFORMATION TECHNOLOGY

ACCOUNT NO:
01-130-1330

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contract Services-Professional	5215	273,517	266,363	312,919
Utility-Phone/Cell Phone	5715	46,000	51,075	51,000
Software Licenses*	5931	51,000	29,310	126,999
Subscriptions	5932	0	0	32,440
Equipment Lease	5950	36,000	31,963	43,981
TOTAL M & O:		406,517	378,711	567,339
<u>CAPITAL OUTLAY</u>				
Office Equipment	6015	12,000	27,782	12,000
Equipment	6020	14,000	8,690	59,000
TOTAL CAPITAL OUTLAY:		26,000	36,472	71,000
TOTAL DIVISION COSTS:		432,517	415,183	638,339

* Consolidated some software that were budgeted under other departments under IT.

CITY OF SOUTH EL MONTE

ANNUAL BUDGET

FISCAL YEAR 2023-2024

DIVISION:
INFORMATION TECHNOLOGY

ACCOUNT NO:
01-130-1330

BUDGET REQUEST JUSTIFICATION

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>	
5215	Contract Services-Professional		
	IT Services (82 Users X \$165/month)	162,360	
	Cloud Backup Services (5 Terabytes X \$150/month)	9,000	
	Additional Services:		
	Annual Audit Remediation (GASB 96)	13,500	
	Annual Azure Subscription for Accella LMS	1,591	
	Create City Policies surrounding technology (service)	15,000	
	Keeper Password Manager (service)	3,840	
	Microsoft 365 Licensing Resell	63,228	
	Operation Cloud Services	14,400	
	Power Platform Development (service)	30,000	
			312,919
5715	Utility-Phone/Cell Phone		
	Estimated City-wide cell-phone cost.		51,000
5931	Software Licenses		
	ClearGov budgeting software annual license	3,600	
	ClearGov budgeting software one-time setup	17,400	
	Laserfiche - Cloud Service	16,710	
	Laserfiche - Departmental Repositories	38,560	
	Tyler Incode accounting software annual license	50,729	
			126,999
5932	Subscriptions		
	Adobe Sign	360	
	Cable television service (DirectTV)	3,000	
	Internet Service (9274) ATT Fiber Line	4,032	
	Monthly Mobile Service Cost and Device Management (service)	19,600	
	Telnyx Phone Service	4,200	
	Tyler Tech Monthly	1,248	
			32,440
5950	Equipment Leases		
	California Communications - Camera System & Surveillance		
	City Hall	3,931	
	Community Center	5,055	
	Mini Center	3,037	
	New Temple Park / Mary Van Dyke	5,234	
	Wireless Service	8,160	
	Xerox - Printers and Copiers	18,564	
			43,981
6015	Office Equipment		

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
INFORMATION TECHNOLOGY

ACCOUNT NO:
01-130-1330

BUDGET REQUEST JUSTIFICATION

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
	Estimated replacement of laptops	6,000
	Estimated replacement for workstations	6,000
		<u>12,000</u>
6020	Equipment	
	Firewall Upgrade (asset & service)	20,000
	Maintenance Yard Recable and Rack (asset & service)	15,000
	Rhombus Cameras and Bridge Replacement (asset & service)	24,000
	Total of \$113,000 spread over 5 years	
	\$15,000 Teams Conf. Room Solution (asset & service) budged in Cable PEG Fund	0
	\$25,000 PA System Upgrade budgeted in Cable PEG Fund	0
		<u>59,000</u>
		<u><u>638,339</u></u>

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
ANIMAL CONTROL

ACCOUNT NO:
01-130-1460

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-2024 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contract Services-Professional	5215	145,000	199,612	141,625
TOTAL M & O:		145,000	199,612	141,625
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		145,000	199,612	141,625

DRAFT AS OF MAY 16, 2023
CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
ANIMAL CONTROL

ACCOUNT NO:
01-130-1460

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5205	Contract Services-Public City of Downey - Contract services with SEAACA for animal control. Animal control permits - \$99,520 Admin fees - \$2,924 Licensing admin - \$9,504 Animal can vassing - 29,677	141,625
		<u><u>141,625</u></u>

DRAFT AS OF MAY 16, 2023
CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
PUBLIC SAFETY CENTER

ACCOUNT NO:
01-140-1100

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	94,349	0	99,275
Salaries - Part Time	5020	54,398	48,111	45,115
Overtime	5030	0	0	1,000
Allocated Benefits	5180	74,056	3,908	58,854
TOTAL PERSONNEL:		222,803	52,019	204,244
<u>MAINT. & OPERATIONS</u>				
Contract Services-Professional	5215	89,000	86,859	90,000
Departmental Supplies	5406	1,000	667	1,000
Training	5908	500	333	500
Uniforms	5956	1,500	750	1,500
TOTAL M & O:		92,000	88,609	93,000
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		314,803	140,628	297,244

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
PUBLIC SAFETY CENTER

ACCOUNT NO:
01-140-1100

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5010	Salaries - Full Time (2) Full Time Public Safety Officer	99,275
5020	Salaries - Part Time (2) Part Time Public Safety Officer	45,115
5030	Overtime	1,000
5180	Allocated Benefits Benefits include vision, dental, life insurance, medical insurance, PERS retirement, Deferred Comp., and employer's share of payroll taxes.	58,854
5215	Contract Services-Professional Contract for citation processing, (Phoenix\$30k), collection and fees to the Superior Court- East Judicial District - Parking Citation Revenue Payments(\$55k)	90,000
5406	Departmental Supplies To purchase special supplies used only by the department such as business cards, equipment and forms.	1,000
5908	Training Provides funds for staff to attend seminars and training in the most current changes in laws and reporting requirements such as ICBO continuing education for inspector and office training for clerk.	500
5956	Uniforms To provide for uniforms for the Public Safety Officers.	1,500
	Total	297,244

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
PLANNING COMMISSION

ACCOUNT NO:
01-140-1410

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Stipend	5204	9,000	5,250	9,000
Special Dept. Supplies	5406	300	150	300
Training	5908	3,000	1,500	3,000
TOTAL M & O:		12,300	6,900	12,300
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		12,300	6,900	12,300

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ANNUAL BUDGET
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DIVISION:
PLANNING COMMISSION

ACCOUNT NO:
01-140-1410

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5204	Stipend Stipend per estimated number of public meeting.	9,000
5406	Departmental Supplies To purchase special supplies used only by the department such as office supplies, name plates and polo shirts for Commissioners.	300
5908	Training Provides funds for staff to attend seminars and training to obtain the most current changes in laws and reporting requirements. Recommend (2) Commissioners to attend PC Academy	3,000
		<u><u>12,300</u></u>

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
COMMUNITY DEVELOPMENT

ACCOUNT NO:
01-140-1430

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	233,715	173,680	275,881
Salaries - Part Time	5020	0	0	0
Overtime	5030	1,000	0	1,000
Allocated Benefits	5180	62,423	81,038	86,183
TOTAL PERSONNEL:		297,138	254,718	363,064
<u>MAINT. & OPERATIONS</u>				
Contract Services-Professional	5215	455,000	257,639	455,000
Departmental Supplies	5406	4,600	2,668	4,000
Training	5908	1,000	670	1,000
Conferences/Seminars	5910	4,000	3,343	4,000
Memberships	5914	1,300	650	1,300
Legal Notices	5919	7,000	4,540	7,000
Licensing	5931	3,100	4,813	32,900
TOTAL M & O:		476,000	274,323	505,200
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		773,138	529,041	868,264

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
COMMUNITY DEVELOPMENT

ACCOUNT NO:
01-140-1430

BUDGET REQUEST JUSTIFICATION

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5010	Salaries - Full Time 50% of Community Development Director (other 50% in Building & Safety) 100% of Community Development Analyst 100% of Planning Supervisor	275,881
5020	Salaries - Part Time	0
5030	Overtime	1,000
5180	Allocated Benefits Benefits include vision, dental, life insurance, medical insurance, PERS Retirement, Deferred Comp., and employer's share of payroll taxes.	86,183
5215	Contract Services-Professional CEQA Environmental Assessments (City Initiated Projects - GP, ZC, MND) \$50,000 Transtech Development Review Services (Traffic/Building COAs) for Planning Applications \$50,000 General Plan Update Phase 1 (Land-use, Circulation, Resources, Econ Dev) \$300,000 Economic Development Implementation \$55,000	455,000
5406	Departmental Supplies To purchased special supplies used only by the department such as business cards, equipment, postage, ink, scales, office supplies and forms.	4,000
5908	Training Provides funds for staff to attend seminars and training in most current changes in laws and reporting requirements.	1,000
5910	Conferences/Seminars Provides funds to attend conferences and meetings held out of town. To pay for meals, parking fees, tips mileage and registration fees APA, ICSC	4,000
5914	Membership American Planning Association (\$490) International Council of Shopping Centers (ICSC) (\$750 pp)	1,300
5919	Legal Notices New legal requirements to post Ordinances in the newspaper	7,000
5931	Software Licensing ESRI GIS Licensing Renewal \$1,500 CoStar Licensing \$6,400 Additional Software \$25,000	32,900
		868,264

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ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
BUILDING & SAFETY

ACCOUNT NO:
01-140-1440

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	132,385	165,697	255,370
Salaries - Part Time	5020	0	0	0
Overtime	5030	0	13,452	0
Allocated Benefits	5180	50,384	97,285	81,209
TOTAL PERSONNEL:		182,769	276,434	336,579
<u>MAINT. & OPERATIONS</u>				
Contract Services-Private*	5210	0	0	0
Contract Services-Professional	5215	343,000	206,709	355,000
Foreclosed Property Services	5273	3,000	2,880	3,000
Departmental Supplies	5406	1,000	667	1,000
Training	5908	2,500	1,250	2,500
Memberships	5914	500	250	500
TOTAL M & O:		350,000	211,756	362,000
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		532,769	488,190	698,579

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
BUILDING & SAFETY

ACCOUNT NO:
01-140-1440

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5010	Salaries - Full Time 50% of Community Development Director (other 50% in Community Development) 100% of Two Permit Technicians 100% of Administrative Clerk	255,370
5020	Salaries - Part Time	0
5180	Allocated Benefits Benefits include vision, dental, life insurance, medical insurance, PERS Retirement, Deferred Comp., and employer's share of payroll taxes.	81,209
5215	Contract Services-Professional Plan checking services and special inspections by contract: Transtech (Building Plan Check Services) \$250,000 Bureau Veritas (Building Inspection, Permit Tech Services, Building Official Services, and Business License Inspections) \$105,000	355,000
5273	Foreclosed Property Services NCRS - Foreclosure Registration Fee Split	3,000
5406	Departmental Supplies To purchase special supplies used only by the department such as business cards, re-order forms, ink, supplies,etc.	1,000
5908	Training Provides funds for staff to attend seminars and training in the most current changes in laws and reporting requirements. CALBO, ICC	2,500
5914	Memberships Provides for membership fees to professional organizations such as International Code Council and California Building Officials- Permit Tech. CALBO, ICC	500
		<u>698,579</u>

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
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DIVISION:
CODE ENFORCEMENT

ACCOUNT NO:
01-140-7020

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	354,783	370,991	321,750
Salaries - Part Time	5020	0	0	0
Overtime	5030	0	0	3,000
Allocated Benefits	5180	158,575	240,291	174,950
TOTAL PERSONNEL:		513,358	611,282	499,700
<u>MAINT. & OPERATIONS</u>				
Contract Services-Professional	5215	31,000	21,305	31,000
Departmental Supplies	5406	1,000	735	1,000
Training	5908	1,000	500	1,000
Uniforms	5956	1,500	2,686	2,800
TOTAL M & O:		34,500	25,226	35,800
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		547,858	636,508	535,500

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**CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024**

**DIVISION:
CODE ENFORCEMENT**

**ACCOUNT NO:
01-140-7020**

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5010	Salaries - Full Time One 100% Code Enforcement Supervisor One 100% Code Enforcement Officer Two 100% Code Enforcement Officers General Fund reimbursed 41% by CDBG Fund - Code Enforcement	321,750
5020	Salaries - Part Time	0
5030	Salaries - Overtime	3,000
5180	Allocated Benefits	174,950
5215	Contract Services-Professional Go Gov Licensing (\$5,000) Phoenix Citation Services (\$16,000) Administrative Hearing Officer Contract (\$10,000)	31,000
5406	Departmental Supplies To purchase special supplies used only by the department such as business cards, supplies, water service, etc	1,000
5908	Training Provides funds for staff to attend seminars and training in the most current changes in laws and reporting requirements- Code Enforcement Training courses, Supervisor Classes, etc.	1,000
5956	Uniforms Provides for uniforms for the Code Enforcement Officers	2,800
		<u>535,500</u>

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
WOMEN'S COMMISSION

ACCOUNT NO:
01-150-1505

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Stipend	5204	0	0	2,000
Departmental Supplies	5406	0	0	750
Conference / Seminars	5910	0	0	500
Memberships	5914	0	0	0
TOTAL M & O:		0	0	3,250
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		0	0	3,250

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
WOMEN'S COMMISSION

ACCOUNT NO:
01-150-1505

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5204	Stipend Stipend per estimated number of public commission meetings.	2,000
5406	Departmental Supplies Provides for Polos & Swag Bags for, General Supplies	750
5910	Conference/Seminars Provides funds to attend conferences and meetings held out of town; will pay for registration fees	500
5914	Memberships	0
		<u><u>3,250</u></u>

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
COMMUNITY SERVICES COMMISSION

ACCOUNT NO:
01-150-1510

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Stipend	5204	8,400	6,400	6,000
Departmental Supplies	5406	750	375	750
Conferences/Seminars	5910	1,300	650	1,300
Memberships	5914	1,100	550	1,100
TOTAL M & O:		11,550	7,975	9,150
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		11,550	7,975	9,150

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
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DIVISION:
COMMUNITY SERVICES COMMISSION

ACCOUNT NO:
01-150-1510

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5204	Stipend Stipend per estimated number of public commission meetings.	6,000
5406	Departmental Supplies Provides for Polos for Comissioners & Swag Bag	750
5910	Conferences/Seminars Provides funds to attend conferences and meetings held out of town; will pay for registration fees, travel expenses, lodging, meals, parking fees, tips, and mileage.	1,300
5914	Memberships Provides for membership fees to professional organizations.	1,100
		<u><u>9,150</u></u>

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
PATRIOTIC COMMISSION

ACCOUNT NO:
01-150-1515

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Stipend	5204	6,000	4,700	6,000
Departmental Supplies	5406	1,500	750	1,500
TOTAL M & O:		7,500	5,450	7,500
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		7,500	5,450	7,500

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CITY OF SOUTH EL MONTE
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DIVISION:
PATRIOTIC COMMISSION

ACCOUNT NO:
01-150-1515

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5204	Stipend Stipend per estimated number of public meetings.	6,000
5406	Departmental Supplies Provides for Polos & Swag Bags for Commissioners, Patriotic supplies, and Military Street Banners	1,500
		<u><u>7,500</u></u>

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
SENIOR SERVICES

ACCOUNT NO:
01-150-1530

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	149,582	174,626	268,128
Salaries - Part Time	5020	60,583	44,566	127,317
Overtime	5030	1,000	2,729	4,000
Allocated Benefits	5180	69,874	120,776	160,343
TOTAL PERSONNEL:		281,039	342,697	559,788
<u>MAINT. & OPERATIONS</u>				
Contract Svcs-Professional	5215	0	0	0
Departmental Supplies	5406	3,000	2,171	3,000
Supplies-Activities	5430	5,500	5,329	7,500
Food	5440	25,000	14,869	25,000
Training	5908	1,000	950	2,000
Conferences/Seminars	5910	5,500	5,842	6,000
Volunteer Recognition Dinner	5937	2,300	1,150	3,500
Special Events	5952	15,000	12,570	16,000
Uniforms	5956	500	250	600
TOTAL M & O:		57,800	43,131	63,600
<u>CAPITAL OUTLAY</u>				
Office Equipment	6015	0	0	0
Equipment	6020	25,500	25,288	6,500
TOTAL CAPITAL OUTLAY:		25,500	25,288	6,500
TOTAL DIVISION COSTS:		364,339	411,116	629,888

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
SENIOR SERVICES

ACCOUNT NO:
01-150-1530

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5010	Salaries - Full Time One 100% Transportation & Senior Services Manager General Fund 40% Reimbursed by Prop A Fund - Paratransit General Fund 40% Reimbursed by Older American Act Fund One 100% Senior Services Coordinator General Fund 40% Reimbursed by Prop A Fund - Paratransit General Fund 40% Reimbursed by Older American Act Fund Two 100% Van Drivers - Class B General Fund 100% Reimbursed by Prop A Fund - Paratransit	268,128
5020	Salaries - Part Time One 50% Senior Recreation Leader General Fund 50% Reimbursed by Prop A Fund - Paratransit General Fund 20% Reimbursed by Older American Act Fund Two 50% Recreation Leaders General Fund 80% Reimbursed by Older American Act Fund One 50% Recreation Leader General Fund 75% Reimbursed by Prop A Fund - Paratransit General Fund 15% Reimbursed by Older American Act Fund One 50% Recreation Leader One 50% Van Driver - Class B General Fund 90% Reimbursed by Prop A Fund - Paratransit General Fund 10% Reimbursed by Older American Act Fund One 50% Van Driver - Class C General Fund 90% Reimbursed by Prop A Fund - Paratransit General Fund 10% Reimbursed by Older American Act Fund	127,317
5030	Overtime	4,000
5180	Allocated Benefits Benefits include vision, dental, life insurance, medical insurance, PERS Retirement, Deferred Comp., and employer's share of payroll taxes.	160,343
5406	Departmental Supplies To purchase special supplies used only by the department such as business cards, office equipment, and forms.	3,000
5430	Supplies-Activities Funds to purchase items like tickets to parks and theaters, as well as supplies for monthly activities, Day at the Spa, Barber Shop, and Tea Party.	7,500
5440	Food Provides funding to cover the cost of serving meals during the Summer Senior Nutrition Program	25,000
5908	Training and Memberships	2,000

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CITY OF SOUTH EL MONTE
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DIVISION:
SENIOR SERVICES

ACCOUNT NO:
01-150-1530

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
	Provides for training classes (mileage is included) and membership fees to professional organizations such as: Municipal Management Association of Southern California.	
5910	Conferences/Seminars Provides funds to attend conferences and seminars to obtain knowledge of best practices and changes in reporting requirements.	6,000
5937	Volunteer Recognition Dinner Provides funding to purchase volunteer appreciation gifts and decorations for the event.	3,500
5952	Special Events Funds for City sponsored events in the community such as: Annual Older Americans Recognition Awards Ceremony Mother's Day, Father's Day Cinco de Mayo Luncheon Prom Flag Day, Veterans Day Christmas Event, Thanksgiving Event, etc. New Years Luncheon Chinese New Year Luncheon	16,000
5956	Uniforms Provides funding to purchase polo shirts, t-shirts, and other types of clothing for Senior Services Recreation Staff.	600
6020	Equipment Reupholster damaged chairs (\$5,000) Senior Registration Software License (\$1,500)	6,500
		<u><u>629,888</u></u>

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
PARKS & RECREATION

ACCOUNT NO:
01-150-1540

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	264,670	221,410	223,094
Salaries - Part Time	5020	425,130	658,433	440,419
Salaries - Part Time Season	5025	0	107,396	0
Overtime	5030	16,000	40,344	16,000
Allocated Benefits	5180	133,833	233,651	143,796
TOTAL PERSONNEL:		839,633	1,261,234	823,309
<u>MAINT. & OPERATIONS</u>				
Contract Services-Private	5210	4,000	2,000	2,000
Departmental Supplies	5406	1,600	2,333	4,000
Program Supplies	5431	21,000	22,442	53,000
Training	5908	1,000	905	2,000
Conferences/Seminars	5910	2,000	1,000	4,000
Meeting Expense	5912	500	250	750
Memberships	5914	700	515	1,000
Facility Rentals	5951	2,200	3,332	5,000
Security	5954	1,000	1,657	3,000
Uniforms	5956	7,700	6,766	10,000
TOTAL M & O:		41,700	41,200	84,750
<u>CAPITAL OUTLAY</u>				
Office Equipment	6015	20,000	13,273	4,500
TOTAL CAPITAL OUTLAY:		20,000	13,273	4,500
TOTAL DIVISION COSTS:		901,333	1,315,707	912,559

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
PARKS & RECREATION

ACCOUNT NO:
01-150-1540

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5010	Salaries - Full Time One 100% Recreation Manager One 100% Recreation Coordinator One 100% Recreation Specialist	223,094
5020	Salaries - Part Time Five 50% Senior Recreation Leaders Nineteen 50% Recreation Leaders	440,419
5025	Salaries - Part Time Season	0
5030	Overtime	16,000
5180	Allocated Benefits Benefits include vision, dental, life insurance, medical insurance, PERS Retirement, Deferred Comp., and employer's share of payroll taxes.	143,796
5210	Contract Services-Private Instructor Wages- Reimbursement upon Registration for Zumba, Tennis etc.	2,000
5406	Departmental Supplies To purchase special supplies used only by the department such as business cards, office equipment, and forms.	4,000
5431	Program Supplies After School Programs: Community Center, Mini Center, New Temple Park Day Camps, Recreation classes. Teen programs and events. Partnership Program with Valle Lindo School District MOU (\$28,000)	53,000
5908	Training Provides for training classes (mileage is included).	2,000
5910	Conferences/Seminars Provides funds to attend conferences and meetings.	4,000
5912	Meeting Expense Provides for expenses incurred to attend local meetings or seminars.	750
5914	Memberships Provides for membership to professional organizations such as CPRS, SCMAF and others.	1,000
5951	Facility Rentals Special cleaning and special insurance (charged to renter)	5,000
5954	Security Security for facility rentals (charged to renter)	3,000

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
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DIVISION:
PARKS & RECREATION

ACCOUNT NO:
01-150-1540

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5956	Uniforms Provides funds for the purchase of t-shirts, polo shirts, and other types of clothing used to identify personnel including aquatics personnel.	10,000
6015	Office Equipment Online Registration Software - Annual Subscription Support & Maintenance	4,500
		912,559

**CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024**

**DIVISION:
SPORTS**

**ACCOUNT NO:
01-151-1541**

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Salaries - Part Time Seasonal	5025	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contract Services-Professional	5215	6,800	4,292	5,000
Supplies-Activities	5430	11,500	4,831	11,500
Food (Banquet)	5440	1,600	800	2,500
Snack Bar Supplies	5490	1,000	500	1,000
Minor Equipment	5499	1,000	1,323	1,250
Uniforms	5956	16,800	9,877	16,800
TOTAL M & O:		38,700	21,623	38,050
<u>CAPITAL OUTLAY</u>				
Equipment	6020	12,000	6,000	0
TOTAL CAPITAL OUTLAY:		12,000	6,000	0
TOTAL DIVISION COSTS:		50,700	27,623	38,050

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CITY OF SOUTH EL MONTE
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DIVISION:
SPORTS

ACCOUNT NO:
01-151-1541

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5025	Salaries - Full Time	0
5180	Salaries - Part Time Seasonal	0
5215	Contract Services-Professional <i>Basketball Referees</i>	5,000
5430	Supplies-Activities <i>Sport Supplies: balls, helmets, cones, etc.</i> Participant Trophies Tournament Fees 2 seasons of Co-Ed Basketball League Swim Team	11,500
5440	Food (Banquet) <i>Supplies for basketball and t-ball banquet presentations</i>	2,500
5490	Snack Bar Supply <i>Snacks and Drinks for Snack Bar (T-Ball Only)</i>	1,000
5499	Minor Equipment <i>Basketball: nets, scorebooks, whistles, referee uniforms for staff</i> T-Ball: T stands, scoring books, green fencing, etc.	1,250
5956	Uniforms <i>Youth Basketball, T-Ball, Basketball Camp shirts and</i> Swim Team Uniforms	16,800
6020	Equipment	0

38,050

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CITY OF SOUTH EL MONTE
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DIVISION:
BOXING

ACCOUNT NO:
01-151-1542

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Part Time	5020	31,122	42,604	88,088
Salaries - Part Time Season	5025	0	0	0
Allocated Benefits	5180	14,212	31,407	24,982
TOTAL PERSONNEL:		45,334	74,011	113,070
<u>MAINT. & OPERATIONS</u>				
Minor Equipment	5499	6,000	5,895	6,000
Memberships	5914	600	422	1,000
Special Events	5952	10,000	15,124	15,500
Uniforms	5956	1,000	654	1,000
TOTAL M & O:		17,600	22,095	23,500
<u>CAPITAL OUTLAY</u>				
Equipment	6020	0	0	4,000
TOTAL CAPITAL OUTLAY:		0	0	4,000
TOTAL DIVISION COSTS:		62,934	96,106	140,570

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DIVISION:
BOXING

ACCOUNT NO:
01-151-1542

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5020	Salaries - Part Time One 50% Boxing Instructor Three 50% Boxing Trainers	88,088
5025	Salaries - Part Time Season	0
5180	Allocated Benefits Benefits include vision, dental, life insurance, medical insurance, PERS Retirement, Deferred Comp., and employer's share of payroll taxes.	24,982
5499	Minor Equipment Gloves, trunks, youth uniforms, etc.	6,000
5914	Memberships Fees for all annual USA Boxing registration and Gym Registration	1,000
5952	Special Events Funds for boxing shows, travel expenses for USA boxing shows for youth Ambulance service fees for 3 boxing events at \$1,500 per event	15,500
5956	Uniforms Staff shirts & sweaters.	1,000
6020	Equipment Dumbbell Set	4,000
		<u><u>140,570</u></u>

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DIVISION:
SPECIAL EVENTS

ACCOUNT NO:
01-151-1543

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Part Time	5020	0	0	0
Salaries - Part Time Season	5025	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Special Dept. Supplies	5406	0	600	0
Supplies-Activities	5430	5,000	2,500	5,000
Special Events	5952	69,200	70,060	71,000
TOTAL M & O:		74,200	73,160	76,000
<u>CAPITAL OUTLAY</u>				
Equipment	6020	21,000	20,812	22,000
TOTAL CAPITAL OUTLAY:		21,000	20,812	22,000
TOTAL DIVISION COSTS:		95,200	93,972	98,000

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DIVISION:
SPECIAL EVENTS

ACCOUNT NO:
01-151-1543

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5025	Salaries - Part Time Season	0
5180	Allocated Benefits Benefits include vision, dental, life insurance, medical insurance, PERS Retirement, Deferred Comp., and employer's share of payroll taxes.	0
5430	Supplies-Activities National Night Out Giveaways and Replace 2 Street Banners	5,000
5952	Special Events Baby Pageant Easter Breakfast Bike Ride (6) Cinco de Mayo Memorial Day Observance Movie Nights National Night Out 9/11 Memorial Ceremony Firefighter Appreciation Day Harvest Festival Veterans Day Observance 5K Turkey Run Tree Lighting Ceremony Neighborhood Watch * National Day of Prayer * Domestic Violence Awareness March * Santa's Ride Around SEM Other Events for Council Farmer's Market (*New Budgeted Event)	71,000
6020	Equipment Folding Chairs & Stage	22,000
		98,000

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DIVISION:
FOURTH OF JULY

ACCOUNT NO:
01-151-1544

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Part Time	5020	0	0	0
Salaries - Part Time Season	5025	0	0	0
Overtime	5030	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contract Services-Private	5210	62,000	58,860	67,000
Supplies-Activities	5430	3,000	10,957	10,000
Food	5440	2,500	3,007	2,500
TOTAL M & O:		67,500	72,824	79,500
<u>CAPITAL OUTLAY</u>				
Equipment	6020	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		67,500	72,824	79,500

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DIVISION:
FOURTH OF JULY

ACCOUNT NO:
01-151-1544

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5025	Salaries - Part Time Season	0
5180	Allocated Benefits Benefits include vision, dental, life insurance, medical insurance, PERS Retirement, Deferred Comp., and employer's share of payroll taxes.	0
5210	Contract Services-Private Fireworks Show (\$30,000), Equipment Rental & Attractions (\$25,000), Sound System (\$7,000), Two Bands (\$5,000)	67,000
5430	Supplies-Activities	10,000
5440	Food Main dish, chips, etc.	2,500
		<u><u>79,500</u></u>

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CITY OF SOUTH EL MONTE
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DIVISION:
SUMMER CONCERTS

ACCOUNT NO:
01-151-1545

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Part Time	5020	0	0	0
Salaries - Part Time Season	5025	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contract Services-Private	5210	36,000	32,277	36,000
Supplies-Activities	5430	3,000	1,876	3,000
Food	5440	3,000	1,500	0
TOTAL M & O:		42,000	35,653	39,000
<u>CAPITAL OUTLAY</u>				
Equipment	6020	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		42,000	35,653	39,000

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DIVISION:
SUMMER CONCERT

ACCOUNT NO:
01-151-1545

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5025	Salaries - Part Time Season	0
5180	Allocated Benefits Benefits include vision, dental, life insurance, medical insurance, PERS Retirement, Deferred Comp., and employer's share of payroll taxes.	0
5210	Contract Services-Private Entertainment Rental of Canopies and Jumpers; Bands & Event Insurance (6 concerts)	36,000
5430	Supplies-Activities Public Health Fees, Game Booth Supplies, decorations, etc.	3,000
5440	Food Food for City Council	0
		39,000

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DIVISION:
CHRISTMAS WISH

ACCOUNT NO:
01-151-1546

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Part Time	5020	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contract Services-Private	5210	8,000	9,832	8,000
Departmental Supplies	5406	20,000	21,287	20,000
Food	5440	3,000	1,500	3,000
TOTAL M & O:		31,000	32,619	31,000
<u>CAPITAL OUTLAY</u>				
Equipment	6020	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		31,000	32,619	31,000

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DIVISION:
CHRISTMAS WISH

ACCOUNT NO:
01-151-1546

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5210	Contract Services - Private Rental of Jumpers, Entertainment, Snow	8,000
5406	Departmental Supplies Decorations Toys for Giveaways - expenditures will be based on donations and City Funds	20,000
5440	Food Pozole, Pizza, Chips, etc.	3,000
		<u>31,000</u>

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CITY OF SOUTH EL MONTE
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DIVISION:
COMMUNITY CENTER

ACCOUNT NO:
01-160-1610

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Emergency Supplies	5420	700	1,262	1,500
Maintenance-General	5520	27,300	28,259	30,000
TOTAL M & O:		28,000	29,521	31,500
<u>CAPITAL OUTLAY</u>				
Equipment	6020	3,000	1,500	1,000
Improvements	6025	54,000	27,000	178,000
TOTAL CAPITAL OUTLAY:		57,000	28,500	179,000
TOTAL DIVISION COSTS:		85,000	58,021	210,500

**CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024**

DIVISION:
COMMUNITY CENTER

ACCOUNT NO:
01-160-1610

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5420	Emergency Supplies First-aid supplies	1,500
5520	Maintenance-General Paint, repair parts, and lighting supplies necessary to maintain the facility and HVAC Preventive Maintenance	30,000
6020	Equipment Traffic Control Devices ie. cones	1,000
6025	Improvements	
	New Basketball Gym Wood Flooring	150,000
	Dance Room (Sand Floor, New Cabinets, Baseboards)	20,000
	Ampitheater - (Fix flooring, New Baseboards)	<u>8,000</u>
		178,000
		<u><u>210,500</u></u>

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
SENIOR CENTER

ACCOUNT NO:
01-160-1620

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Emergency Supplies	5420	700	701	1,000
Maintenance-General	5520	32,500	25,529	25,000
TOTAL M & O:		33,200	26,230	26,000
<u>CAPITAL OUTLAY</u>				
Improvements	6025	25,000	12,500	100,000
TOTAL CAPITAL OUTLAY:		25,000	12,500	100,000
TOTAL DIVISION COSTS:		58,200	38,730	126,000

**CITY OF SOUTH EL MONTE
ANNUAL BUDGET
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**DIVISION:
SENIOR CENTER**

**ACCOUNT NO:
01-160-1620**

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5420	Emergency Supplies	1,000
5520	Maintenance-General Paint, repair parts, and lighting supplies necessary to maintain the facility. HVAC Preventive Maintenance.	25,000
6025	Improvements New interior floor for lobby, hallway, library, classrooms and staff offices	100,000
		<u>126,000</u>

**CITY OF SOUTH EL MONTE
ANNUAL BUDGET
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**DIVISION:
MINI CENTER**

**ACCOUNT NO:
01-160-1630**

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Emergency Supplies	5420	700	557	700
Maintenance-General	5520	17,500	12,016	10,000
TOTAL M & O:		18,200	12,573	10,700
<u>CAPITAL OUTLAY</u>				
Improvements	6025	36,000	18,000	20,000
TOTAL CAPITAL OUTLAY:		36,000	18,000	20,000
TOTAL DIVISION COSTS:		54,200	30,573	30,700

**CITY OF SOUTH EL MONTE
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**DIVISION:
MINI CENTER**

**ACCOUNT NO:
01-160-1630**

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5420	Emergency Supplies First-aid supplies	700
5520	Maintenance-General Paint, repair parts, and lighting supplies necessary to maintain the facility. HVAC Preventive Maintenance.	10,000
6025	Improvements Raising planters and runoffs	20,000
		<u><u>30,700</u></u>

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DIVISION:
AQUATIC CENTER

ACCOUNT NO:
01-160-1640

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180			
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Emergency Supplies	5420	900	1,232	1,200
Pool Supplies	5425	17,500	8,750	12,000
Maintenance-General	5520	27,500	34,227	20,000
TOTAL M & O:		45,900	44,209	33,200
<u>CAPITAL OUTLAY</u>				
Improvement	6025	1,500	750	1,500
TOTAL CAPITAL OUTLAY:		1,500	750	1,500
TOTAL DIVISION COSTS:		47,400	44,959	34,700

**CITY OF SOUTH EL MONTE
ANNUAL BUDGET
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DIVISION:
AQUATIC CENTER

ACCOUNT NO:
01-160-1640

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5420	Emergency Supplies First-aid supplies	1,200
5425	Pool Supplies Chemicals for water treatment, testing equipment, etc.	12,000
5520	Maintenance-General Provides for lighting repairs, pump repairs, fencing, plumbing and monthly service (supplies necessary to maintain facility.)	20,000
6025	Improvement Locker room improvements	1,500
		<u>34,700</u>

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DIVISION:
NEW TEMPLE PARK

ACCOUNT NO:
01-160-1650

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries	5010	0	0	0
Part Time	5020	0	0	0
Overtime	5030	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Emergency Supplies	5420	500	570	600
Maintenance-General	5520	45,000	43,100	52,000
TOTAL M & O:		45,500	43,670	52,600
<u>CAPITAL OUTLAY</u>				
Improvements	6025	55,000	27,500	30,000
TOTAL CAPITAL OUTLAY:		55,000	27,500	30,000
TOTAL DIVISION COSTS:		100,500	71,170	82,600

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DIVISION:
NEW TEMPLE PARK

ACCOUNT NO:
01-160-1650

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5420	Emergency Supplies First-aid supplies, fire suppression for snack bar & fire ext. service.	600
5520	Maintenance-General Landscape, paint, repair parts, and lighting supplies necessary to maintain the facility and snack bar facility. Also add brick dust, drag and chalk for the field. Additional materials and labor for baseball field maintenance	52,000
6025	Improvements Chain link fences	30,000
		<u><u>82,600</u></u>

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DIVISION:
SHIVELY PARK

ACCOUNT NO:
01-160-1660

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Part Time	5020	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Emergency Supplies	5420	200	100	200
Maintenance-General	5520	15,000	11,586	15,000
TOTAL M & O:		15,200	11,686	15,200
<u>CAPITAL OUTLAY</u>				
Improvements	6025	75,000	37,500	30,000
TOTAL CAPITAL OUTLAY:		75,000	37,500	30,000
TOTAL DIVISION COSTS:		90,200	49,186	45,200

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DIVISION:
SHIVELY PARK

ACCOUNT NO:
01-160-1660

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5420	Emergency Supplies First-aid supplies & fire extinguishers	200
5520	Maintenance-General Landscape, paint, repair parts, and lighting supplies necessary to maintain the facility, and snack bar facility. Gopher/vermin control	15,000
6025	Improvements Irrigation upgrades	30,000
		<u><u>45,200</u></u>

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DIVISION:
MARY VAN DYKE PARK

ACCOUNT NO:
01-160-1670

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Salaries - Part Time	5020	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Emergency Supplies	5420	350	457	350
Maintenance-General	5520	12,500	10,809	12,500
TOTAL M & O:		12,850	11,266	12,850
<u>CAPITAL OUTLAY</u>				
Improvements	6025	19,000	9,500	10,000
TOTAL CAPITAL OUTLAY:		19,000	9,500	10,000
TOTAL DIVISION COSTS:		31,850	20,766	22,850

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DIVISION:
MARY VAN DYKE PARK

ACCOUNT NO:
01-160-1670

BUDGET REQUEST DESCRIPTION

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5010	Salaries - Full Time	0
5020	Salaries - Part Time	0
5180	Allocated Benefits	0
5420	Emergency Supplies First-aid supplies	350
5520	Maintenance-General Paint, repair parts, and lighting supplies necessary to maintain the facility, and snack bar facility. Also add brick dust, drag and chalk for the field.	12,500
6025	Improvements Restroom improvements to include partitions	10,000
		<u><u>22,850</u></u>

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DIVISION
PUBLIC WORKS ADMINISTRATION

ACCOUNT NO:
01-170-1020

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	1,153,736	1,088,404	234,705
Salaries - Part Time	5020	315,867	217,212	0
Overtime	5030	0	20,581	0
Allocated Benefits	5180	648,859	850,545	116,943
TOTAL PERSONNEL:		2,118,462	2,176,742	351,648
<u>MAINT. & OPERATIONS</u>				
Departmental Supplies	5406	27,000	18,580	27,000
Equipment Maintenance	5505	19,000	9,500	39,000
Janitorial/Custodial Svcs	5515	250,000	280,784	250,000
Maintenance-General	5520	0	2,691	0
Training	5908	4,000	2,360	4,000
Conferences/Seminars	5910	4,000	2,000	4,000
Memberships	5914	1,000	650	2,000
Uniforms	5956	32,000	29,926	42,000
TOTAL M & O:		337,000	346,491	368,000
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
Improvements	6025	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		2,455,462	2,523,233	719,648

DRAFT AS OF MAY 16, 2023
CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION
Public Works Administration

ACCOUNT NO:
01-170-1020

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5010	Salaries - Full Time 100% PW Supervisor 100% PW Analyst 100% Administrative Clerk General Fund reimbursed 20% by Measure M Fund	234,705
5020	Salaries - Part Time	0
5180	Allocated Benefits Benefits include vision, dental, life insurance, medical insurance, PERS Retirement, Deferred Comp., and employer's share of payroll taxes.	116,943
5406	Departmental supplies All Dept supplies for: City Hall, Maint Yard, Facility Maint, Landscape Maint & Street Maint Office supplies and digital images for community promotions on flyers and website. \$5,500 Public Works Day (Event) \$1,000 moved from Emergency Preparedness 01-170-1520.	27,000
5505	Equipment Maintenance Photovoltaic/Solar System Maintenance (Contract w/ Borrego) Annual Maintenance and On-Call Maintenance & Repairs	39,000
5515	Contract Services (Janitorial/Custodial) Janpoint Master Services Contract - All Buildings Improve sanitary conditions of facilities	250,000
5908	Trainings Professional administrative, management, budget trainings	4,000
5910	Conferences/Travel This includes Conferences for Director, Analyst and PW Staff (League of California Cities, APWA, etc)	4,000
5914	Memberships APWA (\$105) (6) Municipal Management Association of Southern California (\$85)	2,000
5956	Uniforms/ Safety Gear Uniform shirts and pants, raingear, safety gear, PPE	42,000
		719,648

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
CITY ENGINEERING

ACCOUNT NO:
01-170-1105

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contract Services-Professional	5215	461,000	346,328	461,000
TOTAL M & O:		461,000	346,328	461,000
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		461,000	346,328	461,000

**CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024**

**DIVISION:
CITY ENGINEERING**

**ACCOUNT NO:
01-170-1105**

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5215	Contract Svcs-Professional	461,000
	\$266,240 - Transtech General Engineering	
	\$109,760 - Transtech CIP Program and Construction Management	
	\$85,000 - Transtech Plan Check Services	
		<u><u>461,000</u></u>

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
ENVIRONMENTAL ENGINEERING

ACCOUNT NO:
01-170-1475

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contract Services-Professional	5215	150,490	127,646	52,958
TOTAL M & O:		150,490	127,646	52,958
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		150,490	127,646	52,958

**CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024**

**DIVISION:
ENVIRONMENTAL ENGINEERING**

**ACCOUNT NO:
01-170-1475**

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5215	Contract Svcs-Professional Commercial & Industrial Waste Permits NTE\$52958	52,958
		<u>52,958</u>

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
WASTE MANAGEMENT (AB939)

ACCOUNT NO:
01-170-1480

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contract Services-Professional	5215	7,500	11,250	7,500
TOTAL M & O:		7,500	11,250	7,500
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		7,500	11,250	7,500

DRAFT AS OF MAY 16, 2023
CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
WASTE MANAGEMENT (AB939)

ACCOUNT NO:
01-170-1480

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5215	Contract Services-Professional AB939 compliance assurance contract Tseng & Associates (NTE per Contract)	7,500
		<u><u>7,500</u></u>

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
EMERGENCY PREPAREDNESS

ACCOUNT NO:
01-170-1520

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	15,000	0	0
Allocated Benefits	5180	2,000	0	0
TOTAL PERSONNEL:		17,000	0	0
<u>MAINT. & OPERATIONS</u>				
Contract Ser Professional	5215	50,000	0	25,000
Supplies-Activities	5430	0	0	3,000
Memberships	5914	1,278	1,278	1,278
TOTAL M & O:		51,278	1,278	29,278
<u>CAPITAL OUTLAY</u>				
Equipment	6020	4,000	0	4,000
TOTAL CAPITAL OUTLAY:		4,000	0	4,000
TOTAL DIVISION COSTS:		72,278	1,278	33,278

DRAFT AS OF MAY 16, 2023
CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
EMERGENCY PREPAREDNESS

ACCOUNT NO:
01-170-1520

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5010	Salaries - Full Time	0
5180	Allocated Benefits	0
5215	Contract Services - Professional Emergency Operations Plan	25,000
5430	Supplies-Activities Purchase of general supplies and equipment	3,000
5914	Memberships Annual membership to County Area D.	1,278
6020	Equipment	4,000
		<u><u>33,278</u></u>

DRAFT AS OF MAY 16, 2023
CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
CITY HALL

ACCOUNT NO:
01-170-1710

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Emergency Supplies	5420	800	2,598	800
Maintenance-General	5520	32,500	33,833	32,500
TOTAL M & O:		33,300	36,431	33,300
<u>CAPITAL OUTLAY</u>				
Improvements	6025	82,500	60,977	115,000
TOTAL CAPITAL OUTLAY:		82,500	60,977	115,000
TOTAL DIVISION COSTS:		115,800	97,408	148,300

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
CITY HALL

ACCOUNT NO:
01-170-1710

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5420	Emergency Supplies First-aid supplies & AED Defibrillator Maintenance	800
5520	Maintenance-General Funds for maintaining the Civic Center Complex, including pest control and security camera maintenance	32,500
6025	Improvements HVAC Controller (\$22,000) Air Handler / Chiller (\$70,000) Downstairs Carpet (\$8,000) Christmas Lights (\$5,000) Seasonal Flowers (\$10,000)	115,000
		<u><u>148,300</u></u>

DRAFT AS OF MAY 16, 2023
CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
MAINTENANCE / TRANSPORTATION YARD

ACCOUNT NO:
01-170-1720

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Emergency Supplies	5420	1,800	3,056	3,500
Maintenance-General	5520	26,000	21,695	20,000
TOTAL M & O:		27,800	24,751	23,500
<u>CAPITAL OUTLAY</u>				
Improvement	6025	10,000	5,000	0
TOTAL CAPITAL OUTLAY:		10,000	5,000	0
TOTAL DIVISION COSTS:		37,800	29,751	23,500

DRAFT AS OF MAY 16, 2023
CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
MAINTENANCE / TRANSPORTATION YARD

ACCOUNT NO:
01-170-1720

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5420	Emergency Supplies First-aid supplies	3,500
5520	Maintenance-General Funds for maintenance of the Corporate Yard Complex	20,000
6025	Improvements	0
		<u><u>23,500</u></u>

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CITY OF SOUTH EL MONTE
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DIVISION:
CITY-GENERAL UTILITIES

ACCOUNT NO:
01-170-1730

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Utility-Gas	5705	35,000	45,936	35,000
Utility-Electricity	5710	234,000	171,304	234,000
Utility-Water	5720	186,890	204,040	186,890
TOTAL M & O:		455,890	421,280	455,890
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		455,890	421,280	455,890

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
CITY-GENERAL UTILITIES

ACCOUNT NO:
01-170-1730

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5710	Utility-Gas City-wide gas cost. The City intends to study this cost for better oversight.	35,000
5710	Utility-Electricity City-wide electricity cost. The City intends to study this cost for better oversight.	234,000
5720	Utility-Water City-wide water cost. The City intends to study this cost for better oversight.	186,890
		<u><u>455,890</u></u>

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
FACILITY MAINTENANCE

ACCOUNT NO:
01-170-1740

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-2023 Budget	2022-2023 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time*	5010	0	0	293,389
Salaries - Part Time*	5020	0	0	75,951
Overtime*	5030	0	0	10,000
Allocated Benefits*	5180	0	0	157,338
TOTAL PERSONNEL:		0	0	536,678
<u>MAINT. & OPERATIONS</u>				
Janitorial Supplies**	5435	120,000	84,767	90,000
Graffiti Removal	5545	6,000	3,460	5,000
Small Tools	5962	2,700	2,034	2,700
Operating Transfer-Out	9000	25,443	25,443	299,155
TOTAL M & O:		154,143	115,704	396,855
<u>CAPITAL OUTLAY</u>				
Vehicle	6010	0	0	0
Equipment	6020	0	0	0
Improvements	6025	0	12,972	0
TOTAL CAPITAL OUTLAY:		0	12,972	0
TOTAL DIVISION COSTS:		154,143	128,676	933,533

* Moved from PW Admin.

** Consolidated Janitorial Supplies from ALL Buildings

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
FACILITY MAINTENANCE

ACCOUNT NO:
01-170-1740

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5010	Salaries - Full Time One FT Lead Maintenance Worker Four FT Maintenance Worker Four PT Maintenance Aide	293,389
5010	Salaries - Part Time	75,951
5030	Overtime	10,000
5180	Allocated Benefits Benefits include vision, dental, life insurance, medical insurance, PERS Retirement, Deferred Comp., and employer's share of payroll taxes.	157,338
5435	Janitorial Supplies - All facilities (toilet paper, cleaning supplies, tissues, paper towel)	90,000
5545	Grafitti Removal - @ Parks	5,000
5962	Small Tools Replacement of flash lights, box cutter, bolt cutter, welding screen, screw drivers, tool bags, 18volt battery pack, keys, pad lock, electrical tape, and all-purpose tools.	2,700
9000	Operating Transfer-Out City's matching portion of DOE grant funded project	299,155
		<u>933,533</u>

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION
Landscape

ACCOUNT NO:
01-170-1750

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	408,761
Salaries - Part Time	5020	0	0	35,225
Overtime	5030	0	0	10,000
Allocated Benefits	5180	0	0	209,275
TOTAL PERSONNEL:		0	0	663,261
<u>MAINT. & OPERATIONS</u>				
Contract Services-Professional	5215	40,000	26,750	40,000
Equipment Maintenance	5505	8,000	6,271	8,000
Maintenance-General	5520	21,000	15,686	21,000
Tools/Replacement parts	5962	5,000	5,126	5,000
TOTAL M & O:		74,000	53,833	74,000
<u>CAPITAL OUTLAY</u>				
Equipment/Inventory	6020	32,000	16,000	32,000
TOTAL CAPITAL OUTLAY:		32,000	16,000	32,000
TOTAL DIVISION COSTS:		106,000	69,833	769,261

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION
Landscape

ACCOUNT NO:
01-170-1750

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5010	Salaries - Seven (7) FT - Employees One 100% FT Lead Maintenance Worker General Fund reimbursed 10% by Measure M Funds - Street Six 100% FT Maintenance Workers General Fund reimbursed 10% by Measure M Funds - Street	408,761
5020	Salaries - Two (2) PT - Employees Two 50% PT Maintenance Aides General Fund reimbursed 10% by Measure M Funds - Street	35,225
5030	Overtime	10,000
5180	Allocated Benefits Benefits include vision, dental, life insurance, medical insurance, PERS Retirement, Deferred Comp., and employer's share of payroll taxes.	209,275
5215	Contract Services-Professional West Coast Arborist - For City Facilities and Parks (non-streets). Trimming, Pruning, and Removals Trees require intensive maintenance & removal; Gas Tax funds does not apply to City Facility & non Streets Trees	40,000
5505	Equipment Maintenance Repairs and maintenance of mowers, blades, wheels, etc.	8,000
5520	Maintenance-General This fund is being layered with Prop A funds (if applicable)	21,000
5962	Tools/Replacement parts Replacement of keys, pliers, ax, hammers, tape & markers, wrench, screw drivers, hedge trimmer, rakes, brooms, pruners, weed cutter, and landscape hoe.	5,000
6020	Equipment Mowers, Blowers, Chainsaw, Edgers, Edge Trimmer, Weed Eater	32,000
		<u>769,261</u>

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION
Street Maintenance

ACCOUNT NO:
01-170-1760

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	293,846
Salaries - Part Time	5020	0	0	20,363
Overtime	5030	0	0	10,000
Allocated Benefits	5180	0	0	147,309
TOTAL PERSONNEL:		0	0	471,518
<u>MAINT. & OPERATIONS</u>				
Street Maintenance	5540	0	4,270	50,000
Graffiti Removal	5545	0	0	6,000
Street Sweeping	5550	0	0	7,000
TOTAL M & O:		0	4,270	63,000
<u>CAPITAL OUTLAY</u>				
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		0	4,270	534,518

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION
Street Maintenance

ACCOUNT NO:
01-170-1760

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5010	Salaries - FT One FT Lead Maintenance Worder General Fund reimbursed 100% by Measure M Funds - Street Three FT Maintenance Worker I General Fund reimbursed 100% by Measure M Funds - Street One FT Maintenance Worker I General Fund reimbursed 50% by Prop A Funds - Bus Shelter General Fund reimbursed 50% by Measure M Funds - Street	293,846
5020	Salaries - PT One PT Maintenance Aide General Fund reimbursed 100% by Measure M Funds - Street	20,363
5030	Overtime	10,000
5180	Allocated Benefits Benefits include vision, dental, life insurance, medical insurance, PERS Retirement, Deferred Comp., and employer's share of payroll taxes.	147,309
5540	Street Maintenance - For all other street maintenance expenditures that do not fall under GAS TAX allowable expenditures	50,000
5545	Graffiti Removal	6,000
5550	Street Sweeping	7,000
		<u>534,518</u>

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
VEHICLE MAINTENANCE

ACCOUNT NO:
01-170-1770

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	73,918
Salaries - Part Time	5020	0	0	25,345
Allocated Benefits	5180	0	0	42,169
TOTAL PERSONNEL:		0	0	141,432
<u>MAINT. & OPERATIONS</u>				
Vehicle Maintenance	5525	40,000	37,281	40,000
Equipment lease	5950	24,000	22,168	24,000
TOTAL M & O:		64,000	59,449	64,000
<u>CAPITAL OUTLAY</u>				
Vehicles	6010	130,000	130,000	0
Equipment	6020	15,000	7,500	15,000
TOTAL CAPITAL OUTLAY:		145,000	137,500	15,000
TOTAL DIVISION COSTS:		209,000	196,949	220,432

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
VEHICLE MAINTENANCE

ACCOUNT NO:
01-170-1770

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5010	Salaries - FT One FT Mechanic General Fund Reimbursed 50% by Prop A Fund - Transit	73,918
5020	Salaries - PT One PT Equipment Mechanic General Fund Reimbursed 50% by Prop A Fund - Transit	25,345
5180	Allocated Benefits	42,169
5525	Vehicle Maintenance provide maintenance and repair on city vehicle fleet (24 vehicles)	40,000
5950	Equipment Lease Tractor lease (Lease ends in FY 2024)	24,000
6010	Vehicles No vehicles	0
6020	Equipment (1) Electric Cart	15,000
		<u><u>220,432</u></u>

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
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DIVISION
Gas Tax Fund - Street Maintenance

ACCOUNT NO:
02-170-1760

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget*
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Salaries - Part Time	5020	19,177	0	0
Overtime	5030	0	0	0
Allocated Benefits	5180	2,923	0	0
TOTAL PERSONNEL:		22,100	0	0
<u>MAINT. & OPERATIONS</u>				
Contract Services-Professional	5215	260,000	228,661	0
Traffic Engineer	5260	10,000	7,438	10,500
Signal Maintenance	5535	50,000	50,953	52,500
Street Light Maintenance	5537	170,000	211,453	178,500
Street Maintenance	5540	58,500	56,186	61,425
Graffiti Removal	5545	5,000	6,374	5,250
Street Sweeping	5550	65,000	69,340	68,250
Street Markings	5572	20,000	10,000	21,000
Utility Street Lights	5725	37,400	47,606	39,270
Small Tools	5962	980	576	1,029
Fuel	5966	36,400	53,433	38,220
Loan Repayment	6115	0	11,616	0
TOTAL M & O:		713,280	753,636	475,944
<u>CAPITAL OUTLAY</u>				
Construction	5968	130,000	65,000	0
Equipment	6020	25,000	12,500	0
Improvements	6025	75,000	37,500	0
TOTAL CAPITAL OUTLAY:		230,000	115,000	0
TOTAL DIVISION COSTS:		965,380	868,636	475,944

* Annual gas tax revenues are approximately \$480,000.

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION
Gas Tax Fund - Street Maintenance

ACCOUNT NO:
02-170-1760

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5215	Contract Services-Professional	0
5260	Traffic Engineer	10,500
5535	Signal Maintenance St Francis	52,500
5537	Street Light Maintenance Lighting Maintenance District	178,500
5540	Street Maintenance New signs and pothole asphalt for streets, traffic signs, street stripping, concrete forms, cement work and photo cells and sign brackets	61,425
5545	Graffiti Removal	5,250
5550	Street Sweeping	68,250
5572	Street Markings	21,000
5725	Utility - Street Lights (Repairs Only)	39,270
5962	Small Tools Hammers, shovels, picks, screw drivers, brooms etc.	1,029
5966	Fuel	38,220
6115	Loan Repayment Southern California Edison - Street Light Installations	0
		<u><u>475,944</u></u>

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
SENIOR CITIZEN NUTRITION PROGRAM-CI

ACCOUNT NO:
06-300-3010

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time*	5010	0	0	0
Salaries - Part Time*	5020	0	0	0
Overtime*	5030	0	0	0
Allocated Benefits*	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contract Services- Professional	5215	180,959	167,471	180,959
Supplies-Food	5430	25,008	19,561	25,000
Food-Summer Weekend Food Program	5440	25,000	12,500	25,000
Reimbursement Transfer- Labor Cost	9000	91,700	91,700	102,300
TOTAL M & O:		322,667	291,232	333,259
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		322,667	291,232	333,259

* Labor is charged to 01-150-1530 Senior Services and reimbursed by the C1 Program via reimbursement transfer.

DRAFT AS OF MAY 16, 2023
CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
SENIOR CITIZEN NUTRITION PROGRAM-CI

ACCOUNT NO:
06-300-3010

BUDGET REQUEST DESCRIPTION

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5215	Contract Services- Huntington Culinary Catering services for the Congregate Senior Nutrition Program	180,959
5430	Supplies-Food Funds to purchase dairy products, sugar, bread and coffee for the for the Congregate Senior Nutrition Program	25,000
5440	Food-Summer Weekend Food Program	25,000
9000	Reimbursement transfer to General Fund for staff labor cost approved by County	
	30% of Full-Time Transportation & Senior Services Manager	42,386
	25% of Full-Time Senior Services Coordinator	25,137
	30% of Part-Time Senior Recreation Leader	6,909
	70% of Two Part-Time Recreation Leaders	25,112
	15% of One Part-Time Recreation Leader	<u>2,756</u>
		102,300
		<u><u>333,259</u></u>

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CITY OF SOUTH EL MONTE
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DIVISION:
SENIOR CITIZEN NUTRITION PROGRAM-CII

ACCOUNT NO:
06-300-3020

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Salaries - Part Time	5020	0	0	0
Overtime	5030	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contract Services- Professional	5215	31,533	22,029	31,533
Supplies-Activities	5430	6,000	3,603	6,000
Reimbursement Transfer- Labor Cost	9000	25,840	25,840	37,548
TOTAL M & O:		63,373	51,472	75,081
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		63,373	51,472	75,081

* Labor is charged to 01-150-1530 Senior Services and reimbursed by the C2 Program via reimbursement transfer.

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
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DIVISION:
SENIOR CITIZEN NUTRITION PROGRAM-CII

ACCOUNT NO:
06-300-3020

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5215	Contract Services- Huntington Culinary Catering services for the Home-Delivered Senior Nutrition Program	31,533
5430	Supplies-Activities Funds to purchase dairy products, sugar, and bread for the Home-Delivered Senior Nutrition Program	6,000
9000	Reimbursement transfer to General Fund for staff labor cost approved by County	
	10% of Full-Time Transportation & Senior Services Manager	14,129
	15% of Full-Time Senior Services Coordinator	15,082
	10% of Part-Time Senior Recreation Leader	2,303
	10% of Two Part-Time Recreation Leaders	3,675
	10% of One Part-Time Van Driver Class B	<u>2,359</u>
		37,548
		<u><u>75,081</u></u>

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CITY OF SOUTH EL MONTE
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FISCAL YEAR 2023-2024

DIVISION:
ROAD MAINTENANCE AND REHABILITATION ACCOUNT (SB-1)

ACCOUNT NO:
07-190-1930

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contract Professional Svcs	5215	0	0	0
Street Maintenance	5540	0	0	0
TOTAL M & O:		0	0	0
<u>CAPITAL OUTLAY</u>				
Construction	5968	415,700	243,151	0
Administration	5969	0	0	0
Engineering	5970	0	0	0
Inspection	5971	0	0	0
Project Management	5974	0	0	0
Reimbursement Transfer-Out	9000	0	0	418,765
TOTAL CAPITAL OUTLAY:		415,700	243,151	418,765
TOTAL DIVISION COSTS:		415,700	243,151	418,765

DRAFT AS OF MAY 16, 2023
CITY OF SOUTH EL MONTE
ANNUAL BUDGET
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DIVISION:
ROAD MAINTENANCE AND REHABILITATION ACCOUNT (SB-1)

ACCOUNT NO:
07-190-1930

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
9000	Reimbursement Transfer-Out to Fund 68* City-Wide Pavement Rehabilitation Project #0628 Potrero from Rush to Klingerman; Chico Ave from Rush to Garvey; Klingerman from Chico to Central, Floradale from Thienes to Rush.	418,765
		<u><u>418,765</u></u>

* Total fund balance estimated to be available at 6/30/23.

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DIVISION:
AQMD-TRANSPORTATION PROGRAMS

ACCOUNT NO:
13-500-5010

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Membership	5914	0	0	0
Contributions	5942	0	0	0
Equipment Lease	5950	0	0	0
Misc. Project Material	5977	0	0	0
Bus Passes	5982			
TOTAL M & O:		0	0	0
<u>CAPITAL OUTLAY</u>				
Vehicles	6010	68,000	0	68,000
Equipment	6020	0	0	0
TOTAL CAPITAL OUTLAY:		68,000	0	68,000
TOTAL DIVISION COSTS:		68,000	0	68,000

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FISCAL YEAR 2023-2024

DIVISION:
AQMD-TRANSPORTATION PROGRAMS

ACCOUNT NO:
13-500-5010

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5982	Bus Passes Passes for the handicapped, senior citizens and students	0
6010	Vehicles One Electric Cart for PW Maintenance Earmark funds for a vehicle for Public Safety	68,000
		<u><u>68,000</u></u>

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FISCAL YEAR 2023-2024

DIVISION:
CABLE PEG FUND

ACCOUNT NO:
14-440-4410

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Salaries - Part Time	5020	0	0	0
Overtime	5030	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contract Services-Professional	5215	15,000	12,299	0
General Maintenance	5520	0	0	0
Small Tools	5962	0	0	0
TOTAL M & O:		15,000	12,299	0
<u>CAPITAL OUTLAY</u>				
Construction	5968	0	3,055	0
Equipment	6015	0	0	40,000
TOTAL CAPITAL OUTLAY:		0	3,055	40,000
TOTAL DIVISION COSTS:		15,000	15,354	40,000

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CITY OF SOUTH EL MONTE
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DIVISION:
CABLE PEG FUND

ACCOUNT NO:
14-440-4410

BUDGET REQUEST DESCRIPTION

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5215	Contract Services-Professional	0
5520	General Maintenance Supplies to support recordings of City Council Meetings and other	0
5962	Small Tools Sponsored City events	0
5968	Construction	0
6015	Equipment City Council Chamber media system upgrade and other IT upgrade PA System to make announcement to Seniors	15,000 25,000 40,000
		<u>40,000</u>

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CITY OF SOUTH EL MONTE
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DIVISION:
QUIMBY IN LIEU FUND

ACCOUNT NO:
15-450-4510

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contract Services-Professional	5215	0	0	0
General Maintenance	5520	0	0	0
Small Tools	5962	0	0	0
TOTAL M & O:		0	0	0
<u>CAPITAL OUTLAY</u>				
Office Equipment	6015	0	0	0
Equipment	6020	0	0	0
Improvements	6025	0	0	200,000
TOTAL CAPITAL OUTLAY:		0	0	200,000
TOTAL DIVISION COSTS:		0	0	200,000

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
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DIVISION:
QUIMBY IN LIEU FUND

ACCOUNT NO:
15-450-4510

BUDGET REQUEST DESCRIPTION

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
6025	Improvements New Temple Park	200,000
		<u>200,000</u>

**CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024**

DIVISION:
DOE GRANT FUND - BUILDING IMP.

ACCOUNT NO:
17-900-9020

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
REVENUES:				
Project Reimbursement*	4793	216,182	108,091	552,653
Operating Transfer-In	4960	25,443	25,443	299,155
TOTAL REVENUES		241,625	133,534	851,808
EXPENDITURES:				
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Salaries - Part Time	5020	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contract Svcs-Professional	5215	0	0	0
Special Dept Supplies	5406	0	0	0
Maintenance-General	5520	0	0	0
TOTAL M & O:		0	0	0
<u>CAPITAL OUTLAY</u>				
Construction	5968	0	0	0
Administrative Charges	5969	0	0	0
Misc. Project Materials	5977	0	0	0
Office Equipment	6015	0	0	0
Improvements	6025	241,625	154,942	804,219
TOTAL CAPITAL OUTLAY:		241,625	154,942	804,219
TOTAL EXPENDITURE		241,625	154,942	804,219
NET SURPLUS (DEFICIT)		0	(21,408)	47,589

* 65% of the cost is being funded by DOE. Project is expected to compete in FY2024-25.

CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
DOE GRANT FUND - BUILDING IMP.

ACCOUNT NO:
17-900-9020

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
<u>Revenues</u>		
4793	Project Reimbursement Department of Energy	552,653
4960	Operating Transfer-In General Fund	299,155
Total revenues		<u><u>851,808</u></u>
<u>Expenditures</u>		
6025	Improvements HVAC System Replacement	804,219
Total expenditures		<u><u>804,219</u></u>

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
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DIVISION:
COMMUNITY ORIENTED POLICING SERVICES (COPS)

ACCOUNT NO:
20-110-1130

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Departmental Supplies	5406	0	0	0
Liability Insurance	5610	0	0	0
School Based Programs	5630	0	0	0
Saturation Patrol	5635	0	0	0
Law Enforce Tech	5650	0	0	0
Operating Transfer-Out	9000	100,000	100,000	100,000
TOTAL M & O:		100,000	100,000	100,000
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		100,000	100,000	100,000

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CITY OF SOUTH EL MONTE
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FISCAL YEAR 2023-2024

DIVISION:
COMMUNITY ORIENTED POLICING SERVICES (COPS)

ACCOUNT NO:
20-110-1130

BUDGET REQUEST JUSTIFICATION

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5406	Departmental Supplies	0
5610	Liability Insurance Special Assignment Deputy	0
5630	School Based Programs Deputy Day, and National Night Out	0
5650	Special Assignment Deputy Salary toward one deputy	0
9000	Operating Transfer-Out Operating transfer-out to General Fund	100,000
		<u><u>100,000</u></u>

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CITY OF SOUTH EL MONTE
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FISCAL YEAR 2023-2024

DIVISION:
USED OIL RECYCLING BLOCK GRANT

ACCOUNT NO:
25-550-5510

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contract Svcs-Professional	5215	0	0	6,564
Reimbursement Transfer	9000	6,564	6,564	0
TOTAL M & O:		6,564	6,564	6,564
<u>CAPITAL OUTLAY</u>				
Office Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		6,564	6,564	6,564

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
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DIVISION:
USED OIL RECYCLING BLOCK GRANT

ACCOUNT NO:
25-550-5510

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5215	Contract Svcs-Professional Used Oil Recycling Program services by John L. Hunter and Associates	6,564
9000	Reimbursement Transfer Environmental Engineering Professional Services	0
		<u><u>6,564</u></u>

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CITY OF SOUTH EL MONTE
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DIVISION:
BEVERAGE RECYCLING GRANT

ACCOUNT NO:
27-575-5710

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contract Svcs-Professional	5215	0	0	6,160
Departmental Supplies	5406	0	0	0
Reimbursement Transfer	9000	6,160	6,160	0
TOTAL M & O:		6,160	6,160	6,160
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		6,160	6,160	6,160

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CITY OF SOUTH EL MONTE
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DIVISION:
BEVERAGE RECYCLING GRANT

ACCOUNT NO:
27-575-5710

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5215	Contract Svcs-Professional Recycling program services by John L. Hunter and Associates, Inc.	6,160
5406	Department Supplies To purchase recycled supplies	0
9000	Reimbursement Transfer Environmental Engineering Professional Services Contract	0
		<u><u>6,160</u></u>

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CITY OF SOUTH EL MONTE
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DIVISION:
MEASURE M- ADMINISTRATION

ACCOUNT NO:
37-670-6710

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contracted Services-Professional	5215	0	0	0
Reimb. Transfer-Out	9000	15,000	15,000	36,345
TOTAL M & O:		15,000	15,000	36,345
<u>CAPITAL OUTLAY</u>				
Construction	5968	0	0	0
Administration Charges	5969	0	0	0
Engineering	5970	0	0	0
Inspection Services	5971	0	0	0
Misc. Project Materials	5977	0	0	0
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		15,000	15,000	36,345

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DIVISION:
MEASURE M-ADMINISTRATION

ACCOUNT NO:
37-670-6710

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5215	Contracted Services-Professional	0
9000	Reimbursement Transfer to General Fund for Labor Cost	
	5% One FT Finance Director - Salaries	8,128
	5% One FT Finance Director - Benefits	3,073
		11,201
	5% One PT Accountant - Salaries	2,104
	5% One PT Accountant - Benefits	161
		2,265
	10% GF Grants Coordinator - Salaries	7,995
	10% GF Grants Coordinator - Benefits	3,264
		11,259
	5% One FT Senior Accounting Specialist - Salaries	4,231
	5% One FT Senior Accounting Specialist - Benefits	1,962
		6,193
	5% One FT Accounting Technician - Salaries	3,256
	5% One FT Accounting Technician - Benefits	2,171
		5,427
		36,345
		36,345

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CITY OF SOUTH EL MONTE
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DIVISION:
MEASURE M- Street Projects

ACCOUNT NO:
37-670-6720

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
Def				
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contracted Services-Professional	5215	0	4,605	0
Reimb. Transfer-Out	9000	0	0	489,597
TOTAL M & O:		0	4,605	489,597
<u>CAPITAL OUTLAY</u>				
Construction	5968	778,430	389,215	0
Administration Charges	5969	0	0	0
Engineering	5970	0	0	0
Inspection Services	5971	0	0	0
Project Management	5974	0	0	0
Misc. Project Materials	5977	0	0	0
Equipment	6015	0	0	0
Reimb. Transfer-Out	9000	0	0	243,095
TOTAL CAPITAL OUTLAY:		778,430	389,215	243,095
TOTAL DIVISION COSTS:		778,430	393,820	732,692

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**CITY OF SOUTH EL MONTE
ANNUAL BUDGET
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**DIVISION:
MEASURE M- LOCAL RTN FUNDS**

**ACCOUNT NO:
37-670-6720**

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5215	Contracted Services-Professional	0
9000	Reimbursement Transfer - Out	
	Reimb. Transfer to Fund 01 - General Fund (Proj Key MM-EXP)	
	20% One FT PW Administrative Clerk - Salaries	10,960
	20% One FT PW Administrative Clerk - Benefits	4,980
		15,940
	10% One FT PW Lead Maint Wkr-Land - Salaries	6,667
	10% One FT PW Lead Maint Wkr-Land - Benefits	3,884
		10,551
	10% Six FT PW Maint. Worker I - Salaries	34,209
	10% Six FT PW Maint. Worker I - Benefits	16,745
		50,954
	10% Two PT PW Maint. Aide - Salaries	3,522
	10% Two PT PW Maint. Aide - Benefits	299
		3,821
	100% One FT Lead Maint. Op-Field - Salaries	77,184
	100% One FT Lead Maint. Op-Field - Benefits	48,420
		125,604
	100% Three FT Maint. Worker I - Salaries	152,061
	100% Three FT Maint. Worker I - Benefits	55,411
		207,472
	50% One FT Maint. Worker I - Salaries	32,301
	50% One FT Maint. Worker I - Benefits	20,886
		53,187
	100% One PT Maint. Aide - Salaries	20,363
	100% One PT Maint. Aide - Benefits	1,705
		22,068
		489,597
	Reimb. Transfer to Fund 68	
	<u>City-Wide Pavement Rehab Proj (Proj Key PRP-EXP)</u>	<u>243,095</u>
	Potrero from Rush to Klingerman; Chico Ave from Rush to Garvey; Klingerman from Chico to Central, Floradale from Thienes to Rush.	732,692
		<u>732,692</u>

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DIVISION:
PROP "C" ADMINISTRATION

ACCOUNT NO:
38-600-6010

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Over Time	5030	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contracted Services-Professional	5215	0	0	0
Memberships	5914	4,500	4,600	4,500
Reimbursement Transfer for Labor	9000	2,615	2,615	36,345
TOTAL M & O:		7,115	7,215	40,845
<u>CAPITAL OUTLAY</u>				
Construction	5968	0	20,000	0
Administration Charges	5969	0	0	0
Engineering	5970	0	0	0
Inspection Services	5971	0	0	0
Misc. Project Materials	5977	0	0	0
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	20,000	0
TOTAL DIVISION COSTS:		7,115	27,215	40,845

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DIVISION:
PROP "C" ADMINISTRATION

ACCOUNT NO:
38-600-6010

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>		<u>Amount:</u>
5914	Membership		4,500
9000	Reimbursement Transfer to General Fund for Labor Cost		
	5% One FT Finance Director - Salaries	8,128	
	5% One FT Finance Director - Benefits	3,073	
			11,201
	5% One PT Accountant - Salaries	2,104	
	5% One PT Accountant - Benefits	161	
			2,265
	10% GF Grants Coordinator - Salaries	7,995	
	10% GF Grants Coordinator - Benefits	3,264	
			11,259
	5% One FT Senior Accounting Specialist - Salaries	4,231	
	5% One FT Senior Accounting Specialist - Benefits	1,962	
			6,193
	5% One FT Accounting Technician - Salaries	3,256	
	5% One FT Accounting Technician - Benefits	2,171	
			5,427
			36,345
			40,845

DRAFT AS OF MAY 16, 2023
CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
PROP "C" CAPITAL IMPROVEMENT

ACCOUNT NO:
38-900-9000

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Over Time	5030	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contracted Services-Professional	5215	0	0	0
Memberships	5914	0	0	0
TOTAL M & O:		0	0	0
<u>CAPITAL OUTLAY</u>				
Construction	5968	379,719	235,692	25,000
Administration Charges	5969	0	0	0
Engineering	5970	0	0	0
Inspection Services	5971	0	0	0
Project Management	5974	0	36,341	0
Misc. Project Materials	5977	0	0	0
Equipment	6015	0	0	0
Reimbursement Transfer-Out	9000	0	0	20,197
TOTAL CAPITAL OUTLAY:		379,719	272,033	45,197
TOTAL DIVISION COSTS:		379,719	272,033	45,197

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CITY OF SOUTH EL MONTE

ANNUAL BUDGET

FISCAL YEAR 2023-2024

DIVISION:
PROP "C" CAPITAL IMPROVEMENT

ACCOUNT NO:
38-900-9000

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5968	Construction Project 0627 - Pavement Management System (PMS)	25,000
9000	Reimbursement Transfer-Out to Fund 68 Project 0140 - Civic Center Interjurisdictional Bikeways	20,197
		<u>45,197</u>

**CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024**

DIVISION:
CDBG - CODE ENFORCEMENT

ACCOUNT NO:
39-700-7020

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Salaries - Part Time	5020	0	0	0
Overtime	5030	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Departmental Supplies	5406	0	0	0
Utility-Telephone/Cell Phone	5715	0	0	0
Training	5908	0	0	0
Uniforms	5956	0	0	0
Administrative Fees	5969	0	0	0
Reimbursement Transfer-Out	9000	89,000	89,000	94,783
TOTAL M & O:		89,000	89,000	94,783
<u>CAPITAL OUTLAY</u>				
Vehicles	6010	0	0	0
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		89,000	89,000	94,783

CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
CDBG - CODE ENFORCEMENT

ACCOUNT NO:
39-700-7020

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
9000	Reimbursement Transfer to General Fund	
	41% Two FT Code Enforcement Officer - Salaries	66,665
	41% Two FT Code Enforcement Officer - Benefits	<u>28,118</u>
		94,783
		<u><u>94,783</u></u>

**CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024**

DIVISION:
CDBG - CAPITAL IMPROVEMENTS

ACCOUNT NO:
39-900-9000

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries/Wages	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Departmental Supplies	5406	0	0	0
Utility-Telephone/Cell Phone	5715	0	0	0
Training	5908	0	0	0
Uniforms	5956	0	0	0
TOTAL M & O:		0	0	0
<u>CAPITAL OUTLAY</u>				
Construction	5968	159,710	79,855	0
Administrative Fees	5969	0	0	0
Vehicles	6010	0	0	0
Equipment	6015	0	0	0
Reimbursement Transfer-Out	9000	0	0	95,045
TOTAL CAPITAL OUTLAY:		159,710	79,855	95,045
TOTAL DIVISION COSTS:		159,710	79,855	95,045

**CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024**

DIVISION:
CDBG - CAPITAL IMPROVEMENTS

ACCOUNT NO:
39-900-9000

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
9000	Reimbursement Transfer to Fund 68 <u>City-Wide Pavement Rehabilitation Project #0628</u> Potrero from Rush to Klingerman; Chico Ave from Rush to Garvey; Klingerman from Chico to Central, Floradale from Thienes to Rush.	95,045
		<u><u>95,045</u></u>

**CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024**

DIVISION:
HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

ACCOUNT NO:
40-900-9000

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contract Professional Svcs	5215	0	0	0
Street Maintenance	5540	0	0	0
TOTAL M & O:		0	0	0
<u>CAPITAL OUTLAY</u>				
Construction	5968	1,842,952	1,333,966	1,954,300
Administrative Charges	5969	0	0	0
Engineering	5970	0	0	0
Project Management	5974	0	0	0
TOTAL CAPITAL OUTLAY:		1,842,952	1,333,966	1,954,300
Transfer	9000	0	0	0
		0	0	0
TOTAL DIVISION COSTS:		1,842,952	1,333,966	1,954,300

**CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024**

DIVISION:
HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

ACCOUNT NO:
40-900-9000

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5968	Construction	
	HSIPL-5352(020) - Various Signalized Streets (Project # 295)	601,300
	HSIPL-5352(021) - Lee/Garvey Durfee/Peck Intersection Improv (Project #296)	653,000
	HSIPL-5352(0221) - (Project # 0629)	700,000
		<u>1,954,300</u>
		<u>1,954,300</u>

**CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024**

DIVISION:
Prop A Park Bond Fund

ACCOUNT NO:
41-810-8110

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	2,344	2,344	0
Salaries - Part Time	5020	531	531	0
Allocated Benefits	5180	1,779	1,779	0
TOTAL PERSONNEL:		4,654	4,654	0
<u>MAINT. & OPERATIONS</u>				
Landscape Maintenance	5420	0	0	0
General Maintenance	5520	0	0	0
TOTAL M & O:		0	0	0
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
Improvements	6025	0	0	200,000
TOTAL CAPITAL OUTLAY:		0	0	200,000
TOTAL DIVISION COSTS:		4,654	4,654	200,000

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CITY OF SOUTH EL MONTE
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DIVISION:
Prop A Park Bond Fund

ACCOUNT NO:
41-810-8110

BUDGET REQUEST DESCRIPTION

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5010	Salaries - Full Time	0
5020	Salaries - Part Time	0
5180	Allocated Benefits Benefits include vision, dental, life insurance, medical insurance, PERS Retirement, Deferred Comp., and employer's share of payroll taxes	0
5420	Landscape Maintenance	0
5520	General Maintenance	0
6020	Improvements New Temple Park	200,000
		<u><u>200,000</u></u>

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
PROP "A" - PARATRANSIT

ACCOUNT NO:
44-800-8010

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	87,525	97,439	0
Salaries - Part time	5020	41,149	50,283	0
Allocated Benefits	5180	74,157	123,406	0
TOTAL PERSONNEL:		202,831	271,128	0
<u>MAINT. & OPERATIONS</u>				
Contract Services-Professional	5215	10,000	6,615	0
Departmental Supplies	5406	1,000	960	2,000
Vehicle Maintenance	5525	10,000	20,720	25,000
Utility-Telephone/Cell Phone	5715	0	0	0
Training	5908	1,500	900	5,500
Uniforms	5956	1,200	600	1,500
Fuel	5966	0	0	0
Bus Passes	5982	800	1,603	3,500
Reimbursement Transfer-Out	9000	0	0	410,594
TOTAL M & O:		24,500	31,398	448,094
<u>CAPITAL OUTLAY</u>				
Vehicles	6010	0	0	0
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		227,331	302,526	448,094

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CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
PROP "A" - PARATRANSIT

ACCOUNT NO:
44-800-8010

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5010	Salaries - Full Time	0
5020	Salaries - Part Time	0
5180	Allocated Benefits Benefits include vision, dental, life insurance, medical insurance, PERS Retirement, Deferred Comp., and employer's share of payroll taxes.	0
5215	Contract Services - Professional Bus transportation services to take youth and seniors on excursions.	0
5406	Departmental Supplies Special supplies to be used for Paratransit services	2,000
5525	Vehicle Maintenance Funds provide for vehicle repair and maintenance of the City's transportation vehicles.	25,000
5715	Utility - Phone/Cell Phone	0
5908	Training Provides funds for transportation staff to attend seminars and trainings to keep up with changes in the law, best practices and reporting requirements.	5,500
5956	Uniforms Provides funding to purchase pants, polo shirts and other types of clothing for Transportation Staff.	1,500
5966	Fuel Fuel for vehicles used in the transportation program	0
5982	Bus Passes (Subsidy Program) Prop A funds are used to provide subsidy bus passes to eligible South El Monte residents. (students K-12, college, vocational, senior and disabled residents)	3,500
9000	Reimbursement Transfer to General Fund for Labor Cost	
	50% One FT Mechanic - Salaries	36,959
	50% One FT Mechanic - Benefits	20,042
		57,001
	50% One PT Equipment Mechanic - Salaries	12,672
	50% One PT Equipment Mechanic - Benefits	1,043
		13,715
	40% One FT Transportation & Senior Services Manager - Salaries	41,693
	40% One FT Transportation & Senior Services Manager - Benefits	14,822
		56,515
	45% One FT Senior Services Coordinator - Salaries	29,788
	45% One FT Senior Services Coordinator - Benefits	15,459
		45,247

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DIVISION:
PROP "A" - PARATRANSIT

ACCOUNT NO:
44-800-8010

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>		<u>Amount:</u>
	45% One PT Senior Recreation Leader - Salaries	9,566	
	45% One PT Senior Recreation Leader - Benefits	798	
			10,364
	50% One PT Recreation Leader - Salaries	8,466	
	50% One PT Recreation Leader - Benefits	721	
			9,187
	10% One PT Recreation Leader - Salaries	1,612	
	10% One PT Recreation Leader - Benefits	138	
			1,750
	100% Two FT Van Driver-Class B - Salaries	97,700	
	100% Two FT Van Driver-Class B - Benefits	75,181	
			172,881
	90% One PT Van Driver-Class B - Salaries	18,327	
	90% One PT Van Driver-Class B - Benefits	2,903	
			21,230
	100% One PT Van Driver-Class C - Salaries	19,594	
	100% One PT Van Driver-Class C - Benefits	3,110	
			22,704
			410,594
6010	Vehicles		0
6015	Equipment		0
			<u><u>448,094</u></u>

**CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024**

DIVISION:
PROP "A" -Dispatch Implementation Plan

ACCOUNT NO:
44-800-8015

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Salaries - Part time	5020	0	0	0
Overtime	5030	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contract Services-Professional	5215	0	0	0
Departmental Supplies	5406	0	0	0
Vehicle Maintenance	5525	0	0	0
Utility-Telephone/Cell Phone	5715	0	536	0
Training	5908	0	0	0
TOTAL M & O:		0	536	0
<u>CAPITAL OUTLAY</u>				
Vehicles	6010	0	0	180,600
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	180,600
TOTAL DIVISION COSTS:		0	536	180,600

**CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024**

DIVISION:
PROP "A" - Dispatch Implementation Plan

ACCOUNT NO:
44-800-8015

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5010	Salaries - Full Time	0
5180	Allocated Benefits Benefits include vision, dental, life insurance, medical insurance, PERS Retirement, Deferred Comp., and employer's share of payroll taxes.	0
5215	Contract Services - Professional Bus transportation services to take youth and seniors on excursions.	0
5406	Departmental Supplies Special supplies used only by the department such as business cards, and forms.	0
5715	Utility - Phone/Cell Phone Cellphone and Data Service-Matching funds for FTA5310 Grant	0
6010	Vehicles Cost associated with the purchase of new Small Bus for the transportation program (FTA 5310 \$75,600 grant match) Cost associated with the purchase of 2 new vans for the transportation (FTA \$105,000 grant match)	180,600
		<u><u>180,600</u></u>

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CITY OF SOUTH EL MONTE
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DIVISION:
PROP "A" - SPECIAL EVENTS

ACCOUNT NO:
44-800-8020

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contract Services-Professional	5215	0	4,000	10,000
TOTAL M & O:		0	4,000	10,000
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		0	4,000	10,000

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DIVISION:
PROP "A" - SPECIAL EVENTS

ACCOUNT NO:
44-800-8020

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5215	Contract Services-Professional Bus services for excursions planned by the Department of Parks and Recreation and Senior Services Department.	10,000
		<u><u>10,000</u></u>

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DIVISION:
PROP "A" - ADMINISTRATION

ACCOUNT NO:
44-800-8030

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Reimbursement Transfer for Labor	9000	36,000	36,000	36,345
TOTAL M & O:		36,000	36,000	36,345
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		36,000	36,000	36,345

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FISCAL YEAR 2023-2024

DIVISION:
PROP "A" - ADMINISTRATION

ACCOUNT NO:
44-800-8030

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5010	Salaries - Full Time	0
5180	Allocated Benefits	0
	Benefits include vision, dental, life insurance, medical insurance, PERS Retirement, Deferred Comp., and employer's share of payroll taxes.	
9000	Reimbursement Transfer to General Fund for Labor	
	5% One FT Finance Director - Salaries	8,128
	5% One FT Finance Director - Benefits	<u>3,073</u>
		11,201
	5% One PT Accountant - Salaries	2,104
	5% One PT Accountant - Benefits	<u>161</u>
		2,265
	10% GF Grants Coordinator - Salaries	7,995
	10% GF Grants Coordinator - Benefits	<u>3,264</u>
		11,259
	5% One FT Senior Accounting Specialist - Salaries	4,231
	5% One FT Senior Accounting Specialist - Benefits	<u>1,962</u>
		6,193
	5% One FT Accounting Technician - Salaries	3,256
	5% One FT Accounting Technician - Benefits	<u>2,171</u>
		5,427
		36,345
		<u><u>36,345</u></u>

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ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
PROP "A" - BUS SHELTER MAINTENANCE

ACCOUNT NO:
44-800-8040

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Salaries - Part Time	5020	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Maintenance Supplies	5555	0	0	25,000
Reimbursement Transfer-Out	9000	71,000	71,000	53,187
TOTAL M & O:		71,000	71,000	78,187
<u>CAPITAL OUTLAY</u>				
Equipment	6020	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		71,000	71,000	78,187

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ANNUAL BUDGET
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DIVISION:
PROP "A" - BUS SHELTER MAINTENANCE

ACCOUNT NO:
44-800-8040

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5010	Salaries - Full Time	0
5020	Salaries - Part Time	0
5180	Allocated Benefits	0
	Benefits include vision, dental, life insurance, medical insurance, PERS Retirement, Deferred Comp., and employer's share of payroll taxes.	
5555	Maintenance Supplies	25,000
	Supplies for the maintenance of City-wide Bus Shelters	
9000	Reimbursement Transfer to General Fund for Labor	
	50% One FT Maintenance Worker I - Salaries	32,301
	50% One FT Maintenance Worker I - Benefits	<u>20,886</u>
		53,187
		<u><u>78,187</u></u>

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DIVISION:
MEASURE R - ADMINISTRATION

ACCOUNT NO:
45-660-6610

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Salaries - Part Time	5020	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Memberships	5914	4,500	6,861	4,500
Reimbursement Transfer-Out	9000	170,000	170,000	36,345
TOTAL M & O:		174,500	176,861	40,845
<u>CAPITAL OUTLAY</u>				
Construction	5968	143,159	71,580	0
TOTAL CAPITAL OUTLAY:		143,159	71,580	0
TOTAL DIVISION COSTS:		317,659	248,441	40,845

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DIVISION:
MEASURE R - ADMINISTRATION

ACCOUNT NO:
45-660-6610

BUDGET REQUEST JUSTIFICATION

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5010	Salaries - Full Time	0
5020	Salaries - PartII Time	0
5180	Allocated Benefits Provides funds for payroll taxes	0
5914	Membership-To pay a portion of the SGVCOG Fees	4,500
9000	Reimbursement Transfer-Out to General Fund for Labor	
	5% One FT Finance Director - Salaries	8,128
	5% One FT Finance Director - Benefits	<u>3,073</u>
		11,201
	5% One PT Accountant - Salaries	2,104
	5% One PT Accountant - Benefits	<u>161</u>
		2,265
	10% One FT Grants Coordinator - Salaries	7,995
	10% One FT Grants Coordinator - Benefits	<u>3,264</u>
		11,259
	5% One FT Senior Accounting Specialist - Salaries	4,231
	5% One FT Senior Accounting Specialist - Benefits	<u>1,962</u>
		6,193
	5% One FT Accounting Technician - Salaries	3,256
	5% One FT Accounting Technician - Benefits	<u>2,171</u>
		<u>5,427</u>
		36,345
5968	Construction	0
		<u><u>40,845</u></u>

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CITY OF SOUTH EL MONTE
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DIVISION:
MEASURE R - CAPITAL OUTLY

ACCOUNT NO:
45-900-9000

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Salaries - Part Time	5020	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Maintenance Supplies	5555	0	1,248	0
TOTAL M & O:		0	1,248	0
<u>CAPITAL OUTLAY</u>				
Administrative Charges	5969	0	2,963	0
Misc Project-Materials	5977	0	148	0
Reimbursement Transfer-Out	9000	0	0	243,095
TOTAL CAPITAL OUTLAY:		0	3,111	243,095
TOTAL DIVISION COSTS:		0	4,359	243,095

DRAFT AS OF MAY 16, 2023
CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
MEASURE R - CAPITAL OUTLY

ACCOUNT NO:
45-900-9000

BUDGET REQUEST JUSTIFICATION

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5010	Salaries - Full Time	0
5020	Salaries - Partll Time	0
5180	Allocated Benefits Provides funds for payroll taxes	0
5555	Maintenance Supplies	0
9000	Reimbursement Transfer-Out to Fund 68 City-Wide Pavement Rehabilitation Project #0628 Potrero from Rush to Klingerman; Chico Ave from Rush to Garvey; Klingerman from Chico to Central, Floradale from Thienes to Rush.	243,095
		<u><u>243,095</u></u>

DRAFT AS OF MAY 16, 2023
CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
CALHOME GENERAL PROGRAM GRANT FUND-V

ACCOUNT NO:
49-490-4950

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contract Services-Professional	5215	0	0	100,000
Special Departmental Supplies	5406	0	0	0
Housing Rehab Loans	5994	0	0	900,000
TOTAL M & O:		0	0	1,000,000
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		0	0	1,000,000

DRAFT AS OF MAY 16, 2023
CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
CALHOME GENERAL PROGRAM GRANT FUND-V

ACCOUNT NO:
49-490-4950

BUDGET REQUEST JUSTIFICATION

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5215	Contract Services-Professional Provides funding for Consultant and Inspector.	100,000
5406	Special Departmental Supplies	0
5994	Housing Rehab Loans Rehabilitation loans for owner occupied single family homes.	900,000
		<u><u>1,000,000</u></u>

DRAFT AS OF MAY 16, 2023
CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
PLHA (PERMANENT LOCAL HOUSING ALLOCATION)

ACCOUNT NO:
51-510-5100

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Full Time	5010	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contract Services-Professional	5215	0	0	0
Department Supplies	5406	0	0	0
Membership	5914	0	5,070	5,070
Contributions	5942	0	0	0
Housing Rehab Loans	5994	0	0	0
Down Payment Assistance Program	5996	0	0	190,512
TOTAL M & O:		0	5,070	195,582
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
TOTAL CAPITAL OUTLAY:		0	0	0
TOTAL DIVISION COSTS:		0	5,070	195,582

DRAFT AS OF MAY 16, 2023
CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
PLHA (PERMANENT LOCAL HOUSING ALLOCATION)

ACCOUNT NO:
51-510-5100

BUDGET REQUEST JUSTIFICATION

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5914	Membership San Gabriel Valley Regional Housing	5,070
5996	Down Payment Assistance Program Year 2 allocation: Loans for downpayment assistance to qualified buyers for homes in South El Monte.	190,512
Year 1 & 2 Allocation		<u><u>195,582</u></u>

**CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024**

DIVISION:
GRANTS FUND - CAPITAL IMP.

ACCOUNT NO:
68-900-9000

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
REVENUES:				
Project Reimbursement	4793	0	0	1,254,678
Reimbursement Transfer-In	4960	0	0	1,045,179
TOTAL REVENUES		0	0	2,299,857
PERSONNEL				
Salaries - Full Time	5010	0	0	0
Salaries - Part Time	5020	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
MAINT. & OPERATIONS				
Contract Svcs-Professional	5215	150,000	112,600	107,495
Operating Transfer-Out	9000	4,921,738	4,921,738	0
TOTAL M & O:		5,071,738	5,034,338	107,495
CAPITAL OUTLAY				
Construction	5968	865,044	437,355	1,480,000
Administrative Charges	5969	0	35,707	0
Project Management	5974	0	73,954	0
Equipment	6020	0	0	91,887
Improvements	6025	2,048,200	1,077,100	620,475
TOTAL CAPITAL OUTLAY:		2,913,244	1,624,116	2,192,362
TOTAL DIVISION COSTS:		7,984,982	6,658,454	2,299,857

**CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024**

DIVISION:
GRANTS FUND - CAPITAL IMP.

ACCOUNT NO:
68-900-9000

BUDGET REQUEST DESCRIPTIONS

Account	Project # - Key	Project Description	Funding Source	Reimbursements	Subtotals	Total
Revenues						
4793	Reimbursements from Grantors:					
	#0110 - TBD	Safe Routes to Schools (SR2S)	Cycle 5 ATP Funds	180,000	180,000	
	#0140 - TBD	Civic Center Interjurisdictional Bikeways	CMAQ Funds	13,991		
	#0140 - TBD	Civic Center Interjurisdictional Bikeways	CRRSAA-AIP Funds	2,803		
	#0140 - TBD	Civic Center Interjurisdictional Bikeways	MSP Measure M Competative	159,633		
	#0140 - TBD	Civic Center Interjurisdictional Bikeways	Surface Trans. Program Local (STPL)	3,376		
					179,803	
	#0252 - TBD	Various Park Improvements	CNRA Grant	620,475	620,475	
	#0407 - TBD	Merced Greenway Phase II	Clean Water Program	1,953		
	#0407 - TBD	Merced Greenway Phase II	CNRA (Merced Greenway)	23,441		
	#0407 - TBD	Merced Greenway Phase II	Rivers & Mountains Conservancy	5,717		
	#0407 - TBD	Merced Greenway Phase II	US Department Interior	234		
	#0407 - TBD	Merced Greenway Phase II	US Dept. of Housing and Urban Dev.	23,441		
	#0407 - TBD	Merced Greenway Phase II	WaterBoard	20,231		
					75,018	
	#0411 - TBD	Public Safety Equipment	Public Safety Grant	91,887	91,887	
	#0413 - TBD	Land Management System	LEAP Grant	107,495		
					107,495	
	Total Project Reimbursements					1,254,678
4960	Reimbursement from City's Special Revenue Funds:					
	#0140 - TBD	Civic Center Interjurisdictional Bikeways	Fund 38 Prop C		20,197	
	#0407 - TBD	Merced Greenway Phase II	Fund 70 Safe Clean Water		24,982	
	#0628 - PRP	Pavement Rehabilitation Project	Fund 07 RMRA (SB-1)	418,765		
	#0628 - PRP	Pavement Rehabilitation Project	Fund 37 Measure M	243,095		
	#0628 - PRP	Pavement Rehabilitation Project	Fund 39 CDBG	95,045		
	#0628 - PRP	Pavement Rehabilitation Project	Fund 45 Measure R	243,095		
					1,000,000	
	Total Reimbursement Transfers-In					1,045,179
					Total Revenues	2,299,857
Expenditures						
5215	Professional Contract Services					
	#0413 - TBD	Land Management System				107,495
5968	Construction					
	#0110 - TBD	Safe Routes to Schools (SR2S)			180,000	
	#0140 - TBD	Civic Center Interjurisdictional Bikeways			200,000	
	#0407 - TBD	Merced Greenway Phase II			100,000	
	#0628 - PRP	Pavement Rehabilitation Project			1,000,000	
						1,480,000
6020	Equipment					
	#0411 - TBD	Public Safety Equipment				91,887
6025	Improvements					
	#0252 - TBD	Various Park Improvements				620,475
					Total Expenditures	2,299,857

DRAFT AS OF MAY 16, 2023
CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
SAFE CLEAN WATER PROGRAM

ACCOUNT NO:
70-900-9020

EXPENDITURE DETAIL				
DESCRIPTION	Acct No.	2022-23 Budget	2022-23 Estimated Actual	2023-24 Budget
<u>PERSONNEL</u>				
Salaries - Part Time	5020	0	0	0
Allocated Benefits	5180	0	0	0
TOTAL PERSONNEL:		0	0	0
<u>MAINT. & OPERATIONS</u>				
Contract Svcs-Professional	5215	0	0	84,800
NPDS Compliance	5270	0	0	0
Reimbursement Transfer-Out	9000	137,758	137,758	24,982
TOTAL M & O:		137,758	137,758	109,782
<u>CAPITAL OUTLAY</u>				
Equipment	6015	0	0	0
Improvements	6025	450,000	0	0
TOTAL CAPITAL OUTLAY:		450,000	0	0
TOTAL DIVISION COSTS:		587,758	137,758	109,782

DRAFT AS OF MAY 16, 2023
CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2023-2024

DIVISION:
SAFE CLEAN WATER PROGRAM

ACCOUNT NO:
70-900-9020

BUDGET REQUEST DESCRIPTIONS

<u>Acct #</u>	<u>Description:</u>	<u>Amount:</u>
5215	Contract Svcs-Professional MS4 and NPDES permits	84,800
5270	NPDS Compliance	0
9000	Reimbursement Transfer-Out to Fund 68 PA-0407 Merced Avenue Greenway Project	24,982
		<u><u>109,782</u></u>

ATTACHMENT G

City of South El Monte Personnel Fiscal 2023-24 Budget

Row	Department	Position	Title	Status	FTE	Salaries	Benefits	Total
1	City Council	Full Time	City Council	Active	1.00	\$ 21,396.00	\$ 2,353.07	\$ 23,749.07
2	City Council	Full Time	City Council	Active	1.00	\$ 21,396.00	\$ 2,380.91	\$ 23,776.91
3	City Council	Full Time	City Council	Active	1.00	\$ 21,396.00	\$ 27,754.37	\$ 49,150.37
4	City Council	Full Time	City Council	Active	1.00	\$ 21,396.00	\$ 7,043.15	\$ 28,439.15
5	City Council	Full Time	City Council	Active	1.00	\$ 21,396.00	\$ 28,177.25	\$ 49,573.25
6	City Council Total				5.00	\$ 106,980.00	\$ 67,708.75	\$ 174,688.75
7	City Administration	Full Time	City Manager	Active	1.00	\$ 204,800.04	\$ 43,677.81	\$ 248,477.85
8	City Administration	Full Time	Deputy City Manager	Vacant	0.00	\$ -	\$ -	\$ -
9	City Administration	Full Time	Sr. Exec. Assistant	Active	1.00	\$ 90,868.11	\$ 32,477.49	\$ 123,345.60
10	City Administration	Full Time	Sr. Exec. Assistant	Active	1.00	\$ 90,868.11	\$ 38,497.41	\$ 129,365.52
11	City Administration	Full Time	Comm. Coordinator	Active	1.00	\$ 72,558.51	\$ 27,321.84	\$ 99,880.35
12	City Administration	Full Time	Receptionist	Active	1.00	\$ 52,795.74	\$ 33,033.56	\$ 85,829.30
13	City Administration Total				5.00	\$ 511,890.51	\$ 175,008.11	\$ 686,898.62
14	Human Resources	Full Time	HR/Risk Manager	Active	0.50	\$ 55,564.00	\$ 21,749.50	\$ 77,313.50
15	Human Resources	Full Time	HR Analyst	Vacant	0.50	\$ 41,941.50	\$ 20,239.50	\$ 62,181.00
16	Human Resources	Full Time	Executive Assistant	Active	0.50	\$ 41,776.85	\$ 26,880.26	\$ 68,657.11
17	Human Resources Total				1.50	\$ 139,282.35	\$ 68,869.26	\$ 208,151.61
18	Risk Management	Full Time	HR/Risk Manager	Active	0.50	\$ 55,564.00	\$ 21,749.50	\$ 77,313.50
19	Risk Management	Full Time	HR Analyst	Vacant	0.50	\$ 41,941.50	\$ 20,239.50	\$ 62,181.00
20	Risk Management	Full Time	Executive Assistant	Active	0.50	\$ 41,776.85	\$ 26,880.26	\$ 68,657.11
21	Risk Management Total				1.50	\$ 139,282.35	\$ 68,869.26	\$ 208,151.61
22	School Safety	Part Time	Cross. Guard Super.	Active	0.25	\$ 11,731.20	\$ 970.94	\$ 12,702.14
23	School Safety	Part Time	Cross. Guard	Active	0.25	\$ 9,547.20	\$ 769.26	\$ 10,316.46
24	School Safety	Part Time	Cross. Guard	Active	0.25	\$ 9,547.20	\$ 803.86	\$ 10,351.06
25	School Safety	Part Time	Cross. Guard	Active	0.25	\$ 8,658.00	\$ 735.84	\$ 9,393.84
26	School Safety	Part Time	Cross. Guard	Active	0.25	\$ 8,658.00	\$ 704.41	\$ 9,362.41
27	School Safety	Part Time	Cross. Guard	Active	0.25	\$ 8,658.00	\$ 704.41	\$ 9,362.41
28	School Safety	Part Time	Cross. Guard	Vacant	0.25	\$ 8,658.00	\$ 704.41	\$ 9,362.41
29	School Safety	Part Time	Cross. Guard	Vacant	0.25	\$ 8,658.00	\$ 704.41	\$ 9,362.41
30	School Safety	Part Time	Cross. Guard	Vacant	0.25	\$ 8,658.00	\$ 704.41	\$ 9,362.41
31	School Safety	Part Time	Cross. Guard	Vacant	0.25	\$ 8,658.00	\$ 704.41	\$ 9,362.41
32	School Safety Total				2.50	\$ 91,431.60	\$ 7,506.35	\$ 98,937.95
33	City Clerk	Full Time	City Clerk	Active	1.00	\$ 115,644.00	\$ 49,696.86	\$ 165,340.86
34	City Clerk	Full Time	Deputy City Clerk	Active	1.00	\$ 82,695.96	\$ 45,372.43	\$ 128,068.39
35	City Clerk	Part Time	Rec. Leader	Active	0.50	\$ 37,055.69	\$ 2,834.76	\$ 39,890.46
36	City Clerk Total				2.50	\$ 235,395.65	\$ 97,904.05	\$ 333,299.71
37	Community Development	Full Time	CD Director	Vacant	1.00	\$ 152,847.90	\$ 39,738.54	\$ 192,586.44
38	Community Development	Full Time	CD Analyst	Active	1.00	\$ 84,300.00	\$ 42,055.00	\$ 126,355.00
39	Community Development	Full Time	Admin. Clerk CD	Vacant	1.00	\$ 44,499.96	\$ 8,853.13	\$ 53,353.09
40	Community Development	Full Time	Planning Supervisor	Active	1.00	\$ 115,157.01	\$ 24,258.83	\$ 139,415.84
41	Community Development	Full Time	Permit Technician	Active	2.00	\$ 134,446.18	\$ 52,486.34	\$ 186,932.52
42	Community Development Total				6.00	\$ 531,251.05	\$ 167,391.84	\$ 698,642.89
43	Finance	Full Time	Finance Director	Active	1.00	\$ 162,560.52	\$ 61,455.94	\$ 224,016.46
44	Finance	Full Time	Acct. Manager	Vacant	0.00	\$ -	\$ -	\$ -
45	Finance	Part Time	Accountant	Active	0.50	\$ 42,078.00	\$ 3,219.00	\$ 45,297.00
46	Finance	Full Time	Grants Coordinator	Active	1.00	\$ 79,949.17	\$ 32,638.66	\$ 112,587.83
47	Finance	Full Time	Sr. Acct. Specialist	Active	1.00	\$ 84,629.00	\$ 39,238.00	\$ 123,867.00
48	Finance	Full Time	Acct. Technician	Active	1.00	\$ 65,114.03	\$ 43,427.60	\$ 108,541.63
49	Finance Total				4.50	\$ 434,330.72	\$ 179,979.20	\$ 614,309.92
50	Parks & Recreation	Full Time	Rec. Manager	Active	1.00	\$ 99,440.00	\$ 41,647.00	\$ 141,087.00
51	Parks & Recreation	Full Time	Rec. Coordinator	Active	1.00	\$ 72,980.50	\$ 43,827.65	\$ 116,808.15
52	Parks & Recreation	Full Time	Rec. Specialist	Active	1.00	\$ 50,673.74	\$ 21,100.79	\$ 71,774.53
53	Parks & Recreation	Part Time	Boxing Instructor	Active	0.50	\$ 29,307.20	\$ 20,043.87	\$ 49,351.07
54	Parks & Recreation	Part Time	Boxing Trainer	Active	0.50	\$ 19,593.60	\$ 1,645.91	\$ 21,239.51
55	Parks & Recreation	Part Time	Boxing Trainer	Active	0.50	\$ 19,593.60	\$ 1,645.91	\$ 21,239.51
56	Parks & Recreation	Part Time	Boxing Trainer	Active	0.50	\$ 19,593.60	\$ 1,645.91	\$ 21,239.51
57	Parks & Recreation	Part Time	Sr. Rec. Leader	Active	0.50	\$ 21,257.60	\$ 1,773.21	\$ 23,030.81
58	Parks & Recreation	Part Time	Sr. Rec. Leader	Active	0.50	\$ 21,257.60	\$ 1,773.21	\$ 23,030.81
59	Parks & Recreation	Part Time	Sr. Rec. Leader	Active	0.50	\$ 20,248.80	\$ 1,696.04	\$ 21,944.84
60	Parks & Recreation	Part Time	Sr. Rec. Leader	Active	0.50	\$ 19,281.60	\$ 1,622.04	\$ 20,903.64
61	Parks & Recreation	Part Time	Sr. Rec. Leader	Vacant	0.50	\$ 19,281.60	\$ 1,622.04	\$ 20,903.64
62	Parks & Recreation	Part Time	Rec. Leader	Active	0.50	\$ 21,257.60	\$ 1,773.21	\$ 23,030.81
63	Parks & Recreation	Part Time	Rec. Leader	Active	0.50	\$ 21,257.60	\$ 1,773.21	\$ 23,030.81
64	Parks & Recreation	Part Time	Rec. Leader	Active	0.50	\$ 20,248.80	\$ 1,696.04	\$ 21,944.84

**City of South El Monte
Personnel
Fiscal 2023-24 Budget**

Row	Department	Position	Title	Status	FTE	Salaries	Benefits	Total
65	Parks & Recreation	Part Time	Rec. Leader	Active	0.50	\$ 19,593.60	\$ 1,645.91	\$ 21,239.51
66	Parks & Recreation	Part Time	Rec. Leader	Active	0.50	\$ 19,281.60	\$ 1,622.04	\$ 20,903.64
67	Parks & Recreation	Part Time	Rec. Leader	Active	0.50	\$ 18,657.60	\$ 1,574.31	\$ 20,231.91
68	Parks & Recreation	Part Time	Rec. Leader	Active	0.50	\$ 18,657.60	\$ 1,574.31	\$ 20,231.91
69	Parks & Recreation	Part Time	Rec. Leader	Active	0.50	\$ 18,657.60	\$ 1,574.31	\$ 20,231.91
70	Parks & Recreation	Part Time	Rec. Leader	Active	0.50	\$ 18,657.60	\$ 1,574.31	\$ 20,231.91
71	Parks & Recreation	Part Time	Rec. Leader	Active	0.50	\$ 16,931.20	\$ 1,442.23	\$ 18,373.43
72	Parks & Recreation	Part Time	Rec. Leader	Active	0.50	\$ 16,931.20	\$ 1,442.23	\$ 18,373.43
73	Parks & Recreation	Part Time	Rec. Leader	Active	0.50	\$ 16,120.00	\$ 1,380.18	\$ 17,500.18
74	Parks & Recreation	Part Time	Rec. Leader	Active	0.50	\$ 16,120.00	\$ 1,380.18	\$ 17,500.18
75	Parks & Recreation	Part Time	Rec. Leader	Active	0.50	\$ 16,120.00	\$ 1,380.18	\$ 17,500.18
76	Parks & Recreation	Part Time	Rec. Leader	Active	0.50	\$ 16,120.00	\$ 1,380.18	\$ 17,500.18
77	Parks & Recreation	Part Time	Rec. Leader	Active	0.50	\$ 16,120.00	\$ 1,380.18	\$ 17,500.18
78	Parks & Recreation	Part Time	Rec. Leader	Vacant	0.50	\$ 16,120.00	\$ 1,380.18	\$ 17,500.18
79	Parks & Recreation	Part Time	Rec. Leader	Vacant	0.50	\$ 16,120.00	\$ 1,380.18	\$ 17,500.18
80	Parks & Recreation	Part Time	Rec. Leader	Vacant	0.50	\$ 16,120.00	\$ 1,380.18	\$ 17,500.18
81 Parks & Recreation Total					17.00	\$ 751,601.44	\$ 168,777.13	\$ 920,378.57
82	Public Safety - Code Enf.	Full Time	Code Enf. Super.	Active	1.00	\$ 94,399.58	\$ 57,222.51	\$ 151,622.09
83	Public Safety - Code Enf.	Full Time	Code Enf. Officer	Active	1.00	\$ 79,386.52	\$ 49,148.11	\$ 128,534.63
84	Public Safety - Code Enf.	Full Time	Code Enf. Officer	Active	1.00	\$ 79,386.52	\$ 43,610.26	\$ 122,996.78
85	Public Safety - Code Enf.	Full Time	Code Enf. Officer	Active	1.00	\$ 68,577.06	\$ 24,969.14	\$ 93,546.20
86 Public Safety - Code Enf. Total					4.00	\$ 321,749.68	\$ 174,950.02	\$ 496,699.70
87	Public Safety - PS Officer	Full Time	PS Officer	Active	1.00	\$ 52,100.56	\$ 20,161.40	\$ 72,261.96
88	Public Safety - PS Officer	Full Time	PS Officer	Vacant	1.00	\$ 47,174.40	\$ 34,947.74	\$ 82,122.14
89	Public Safety - PS Officer	Part Time	PS Officer	Active	1.00	\$ 22,006.40	\$ 1,830.49	\$ 23,836.89
90	Public Safety - PS Officer	Part Time	PS Officer	Active	1.00	\$ 23,108.80	\$ 1,914.83	\$ 25,023.63
91 Public Safety - PS Officer Total					4.00	\$ 144,390.16	\$ 58,854.46	\$ 203,244.62
92	Public Works - Admin	Full Time	PW Supervisor	Active	1.00	\$ 98,905.25	\$ 57,661.11	\$ 156,566.36
93	Public Works - Admin	Full Time	PW Analyst	Vacant	1.00	\$ 80,999.64	\$ 34,380.59	\$ 115,380.23
94	Public Works - Admin	Full Time	Admin. Clerk PW	Active	1.00	\$ 54,799.85	\$ 24,901.62	\$ 79,701.47
95 Public Works - Admin Total					3.00	\$ 234,704.74	\$ 116,943.32	\$ 351,648.06
96	Public Works - Building	Full Time	Lead Maint. Wkr-Bldg	Active	1.00	\$ 77,184.06	\$ 41,799.00	\$ 118,983.06
97	Public Works - Building	Full Time	Maint. Worker I	Active	1.00	\$ 61,610.27	\$ 45,718.56	\$ 107,328.83
98	Public Works - Building	Full Time	Maint. Worker I	Active	1.00	\$ 53,221.26	\$ 26,505.33	\$ 79,726.59
99	Public Works - Building	Full Time	Maint. Worker I	Vacant	1.00	\$ 50,686.92	\$ 18,470.40	\$ 69,157.32
100	Public Works - Building	Full Time	Maint. Worker I	Vacant	1.00	\$ 50,686.92	\$ 18,470.40	\$ 69,157.32
101	Public Works - Building	Part Time	Maint. Aide	Active	0.50	\$ 20,363.20	\$ 1,680.68	\$ 22,043.88
102	Public Works - Building	Part Time	Maint. Aide	Active	0.50	\$ 20,363.20	\$ 1,704.79	\$ 22,067.99
103	Public Works - Building	Part Time	Maint. Aide	Active	0.50	\$ 18,470.40	\$ 1,559.98	\$ 20,030.38
104	Public Works - Building	Part Time	Maint. Aide	Active	0.50	\$ 16,754.40	\$ 1,428.71	\$ 18,183.11
105 Public Works - Building Total					7.00	\$ 369,340.63	\$ 157,337.85	\$ 526,678.48
106	Public Works - Fleet	Full Time	Mechanic	Active	1.00	\$ 73,918.25	\$ 40,083.35	\$ 114,001.60
107	Public Works - Fleet	Part Time	Equip. Mechanic	Active	1.00	\$ 25,344.80	\$ 2,085.88	\$ 27,430.68
108 Public Works - Fleet Total					2.00	\$ 99,263.05	\$ 42,169.23	\$ 141,432.28
109	Public Works - Landscape	Full Time	Lead Maint Wkr-Land	Active	1.00	\$ 66,674.49	\$ 38,838.65	\$ 105,513.14
110	Public Works - Landscape	Full Time	Maint. Worker I	Active	1.00	\$ 61,610.27	\$ 44,518.56	\$ 106,128.83
111	Public Works - Landscape	Full Time	Maint. Worker I	Active	1.00	\$ 61,610.27	\$ 36,969.12	\$ 98,579.39
112	Public Works - Landscape	Full Time	Maint. Worker I	Active	1.00	\$ 61,610.27	\$ 16,897.14	\$ 78,507.41
113	Public Works - Landscape	Full Time	Maint. Worker I	Active	1.00	\$ 55,882.33	\$ 22,195.28	\$ 78,077.61
114	Public Works - Landscape	Full Time	Maint. Worker I	Active	1.00	\$ 50,686.92	\$ 18,276.78	\$ 68,963.70
115	Public Works - Landscape	Full Time	Maint. Worker I	Active	1.00	\$ 50,686.92	\$ 28,590.54	\$ 79,277.46
116	Public Works - Landscape	Part Time	Maint. Aide	Active	0.50	\$ 18,470.40	\$ 1,559.98	\$ 20,030.38
117	Public Works - Landscape	Part Time	Maint. Aide	Active	0.50	\$ 16,754.40	\$ 1,428.71	\$ 18,183.11
118 Public Works - Landscape Total					8.00	\$ 443,986.27	\$ 209,274.76	\$ 653,261.03
119	Public Works - Street	Full Time	Lead Maint. Op-Field	Active	1.00	\$ 77,184.06	\$ 48,419.60	\$ 125,603.66
120	Public Works - Street	Full Time	Maint. Worker I	Active	1.00	\$ 64,601.05	\$ 41,772.92	\$ 106,373.97
121	Public Works - Street	Full Time	Maint. Worker I	Active	1.00	\$ 50,686.92	\$ 18,470.40	\$ 69,157.32
122	Public Works - Street	Full Time	Maint. Worker I	Vacant	1.00	\$ 50,686.92	\$ 18,470.40	\$ 69,157.32
123	Public Works - Street	Full Time	Maint. Worker I	Vacant	1.00	\$ 50,686.92	\$ 18,470.40	\$ 69,157.32
124	Public Works - Street	Part Time	Maint. Aide	Active	0.50	\$ 20,363.20	\$ 1,704.79	\$ 22,067.99
125 Public Works - Street Total					5.50	\$ 314,209.07	\$ 147,308.51	\$ 461,517.58
126	Senior Services	Full Time	Trans. & Sr. Svs Mgr.	Active	1.00	\$ 104,232.00	\$ 37,056.00	\$ 141,288.00
127	Senior Services	Full Time	Sr. Svs Coordinator	Active	1.00	\$ 66,195.47	\$ 34,352.75	\$ 100,548.22
128	Senior Services	Part Time	Sr. Rec. Leader	Active	0.50	\$ 21,257.60	\$ 1,773.21	\$ 23,030.81

**City of South El Monte
Personnel
Fiscal 2023-24 Budget**

Row	Department	Position	Title	Status	FTE	Salaries	Benefits	Total
129	Senior Services	Part Time	Rec. Leader	Active	0.50	\$ 16,931.20	\$ 1,442.23	\$ 18,373.43
130	Senior Services	Part Time	Rec. Leader	Active	0.50	\$ 16,931.20	\$ 1,442.23	\$ 18,373.43
131	Senior Services	Part Time	Rec. Leader	Active	0.50	\$ 16,120.00	\$ 1,380.18	\$ 17,500.18
132	Senior Services	Part Time	Rec. Leader	Vacant	0.50	\$ 16,120.00	\$ 1,380.18	\$ 17,500.18
133	Senior Services Total				4.50	\$ 257,787.47	\$ 78,826.78	\$ 336,614.25
134	Transportation Services	Full Time	Van Driver -Class B	Active	1.00	\$ 48,850.15	\$ 38,432.19	\$ 87,282.34
135	Transportation Services	Full Time	Van Driver -Class B	Active	1.00	\$ 48,850.15	\$ 36,748.35	\$ 85,598.50
136	Transportation Services	Part Time	Van Dr Class B- PT	Active	0.50	\$ 20,363.20	\$ 3,225.92	\$ 23,589.12
137	Transportation Services	Part Time	Van Dr Class C- PT	Active	0.50	\$ 19,593.60	\$ 3,109.55	\$ 22,703.15
138	Transportation Services Total				3.00	\$ 137,657.10	\$ 81,516.01	\$ 219,173.11
139	Grand Total				86.50	\$ 5,264,533.84	\$ 2,069,194.88	\$ 7,333,728.72

ATTACHMENT H

City of South El Monte
Capital Outlay
Fiscal 2023-24 Budget

Department	Account	Account Name	Capital Outlay	Description
COMMUNITY PROMOTION	01.0100.1040.6015	OFFICE EQUIPMENT	\$ 1,000	Lenses
COMMUNITY PROMOTION	01.0100.1040.6015	OFFICE EQUIPMENT	\$ 700	Camera
SHERIFF	01.0110.1110.6010	VEHICLES	\$ 105,000	Sargent vehicle
INFORMATION TECHNOLOGY	01.0130.1330.6015	OFFICE EQUIPMENT	\$ 6,000	laptops
INFORMATION TECHNOLOGY	01.0130.1330.6015	OFFICE EQUIPMENT	\$ 6,000	Workstations
INFORMATION TECHNOLOGY	01.0130.1330.6020	EQUIPMENT	\$ 24,000	Rhombus Cameras and Bridge Replacement
INFORMATION TECHNOLOGY	01.0130.1330.6020	EQUIPMENT	\$ 20,000	Firewall Upgrade
INFORMATION TECHNOLOGY	01.0130.1330.6020	EQUIPMENT	\$ 15,000	Maintenance Yard Re-Cable and Rack
SENIOR SERVICES	01.0150.1530.6020	EQUIPMENT	\$ 5,000	Reupholster damaged chairs
SENIOR SERVICES	01.0150.1530.6020	EQUIPMENT	\$ 1,500	Senior Registration Software License
PARKS & RECREATION	01.0150.1540.6015	OFFICE EQUIPMENT	\$ 4,500	Online Registration Software
BOXING	01.0151.1542.6020	EQUIPMENT	\$ 4,000	Dumbbell Set
SPECIAL EVENTS	01.0151.1543.6020	EQUIPMENT	\$ 22,000	Folding Chairs & Stage
COMMUNITY CENTER	01.0160.1610.6020	EQUIPMENT	\$ 1,000	Traffic Control Devices (ie. Cones)
COMMUNITY CENTER	01.0160.1610.6025	IMPROVEMENTS	\$ 150,000	New Basketball Gym Wood Flooring
COMMUNITY CENTER	01.0160.1610.6025	IMPROVEMENTS	\$ 20,000	Dance Room (Sand Floor, New Cabinets, Baseboards)
COMMUNITY CENTER	01.0160.1610.6025	IMPROVEMENTS	\$ 8,000	Amphitheater - (Fix flooring, New Baseboards)
SENIOR CENTER	01.0160.1620.6025	IMPROVEMENTS	\$ 100,000	New interior floor for lobby, hallway, library, classrooms and staff offices
MINI CENTER	01.0160.1630.6025	IMPROVEMENTS	\$ 20,000	Raising planters and runoffs
AQUATIC CENTER	01.0160.1640.6025	IMPROVEMENTS	\$ 1,500	Locker room improvements
NEW TEMPLE PARK	01.0160.1650.6025	IMPROVEMENTS	\$ 30,000	Chain link fences
SHIVELY PARK	01.0160.1660.6025	IMPROVEMENTS	\$ 30,000	Irrigation upgrades
MARY VAN DYKE PARK	01.0160.1670.6025	IMPROVEMENTS	\$ 10,000	Restroom improvements to include partitions
EMERGENCY PREPAREDNESS	01.0170.1520.6020	EQUIPMENT	\$ 4,000	Emergency equipment
CITY HALL	01.0170.1710.6025	IMPROVEMENTS	\$ 70,000	Air Handler / Chiller
CITY HALL	01.0170.1710.6025	IMPROVEMENTS	\$ 22,000	HVAC Controller
CITY HALL	01.0170.1710.6025	IMPROVEMENTS	\$ 10,000	Seasonal Flowers
CITY HALL	01.0170.1710.6025	IMPROVEMENTS	\$ 8,000	Downstairs Carpet
CITY HALL	01.0170.1710.6025	IMPROVEMENTS	\$ 5,000	Christmas Lights
LANDSCAPE	01.0170.1750.6020	EQUIPMENT	\$ 32,000	Mowers, Blowers, Chainsaw, Edgers, Edge Trimmer, Weed Eater
VEHICLE MAINTENANCE	01.0170.1770.6020	EQUIPMENT	\$ 15,000	Electric Cart
GENERAL FUND TOTAL			\$ 751,200	
AIR QUALITY MANAGEMENT DISTRICT	13.0500.5010.6010	VEHICLES	\$ 68,000	Electric Cart of Public Works and Vehicle for Public Safety
CABLE PEG FUND	14.0900.9000.6015	EQUIPMENT	\$ 25,000	PA System to make announcement to Seniors
CABLE PEG FUND	14.0900.9000.6015	EQUIPMENT	\$ 15,000	City Council Chamber media system upgrade and other IT upgrade
IN-LIEU FEE FUND	15.0450.4510.6025	IMPROVEMENTS	\$ 200,000	New Temple Park
DOE GRANT FUND	17.0900.9020.6025	IMPROVEMENTS	\$ 804,219	HVAC System Replacement
PROP C LOCAL RETURN	38.0900.9000.5968	CONSTRUCTION	\$ 25,000	Project #627 - Pavement Management System (PMS)
HSIP	40.0900.9000.5968	CONSTRUCTION	\$ 700,000	HSIPL-5352(022) - (Project # 0629)
HSIP	40.0900.9000.5968	CONSTRUCTION	\$ 653,000	HSIPL-5352(021) - Lee/Garvey Durfee/Peck Intersection Improv (Project #296)
HSIP	40.0900.9000.5968	CONSTRUCTION	\$ 601,300	HSIPL-5352(020) - Various Signalized Streets (Project # 295)
PROP A PARK BOND FUND	41.0810.8110.6025	IMPROVEMENTS	\$ 200,000	New Temple Park
PROP A LOCAL RETURN	44.0800.8015.6015	IMPROVEMENTS	\$ 105,000	Cost associated with the purchase of 2 new vans for the transporation (FTA \$105,000 grant match)

**City of South El Monte
Capital Outlay
Fiscal 2023-24 Budget**

Department	Account	Account Name	Capital Outlay	Description
PROP A LOCAL RETURN	44.0800.8015.6015	IMPROVEMENTS	\$ 75,600	Cost associated with the purchase of new Small Bus for the transportation program (FTA 5310 \$75,600 grant match)
MISC GRANT FUND	68.0900.9000.5968	CONSTRUCTION	\$ 1,000,000	Project #628 - Pavement Rehabilitation Project
MISC GRANT FUND	68.0900.9000.5968	CONSTRUCTION	\$ 200,000	Project #140 - Civic Center Interjurisdictional Bikeways
MISC GRANT FUND	68.0900.9000.5968	CONSTRUCTION	\$ 180,000	Project #110 - Safe Routes to Schools (SR2S)
MISC GRANT FUND	68.0900.9000.5968	CONSTRUCTION	\$ 100,000	Project #407 - Merced Greenway Phase II
MISC GRANT FUND	68.0900.9000.6020	EQUIPMENT	\$ 91,887	Project #411 - Public Safety Equipment
MISC GRANT FUND	68.0900.9000.6025	IMPROVEMENTS	\$ 620,475	Project #252 - Various Park Improvements
SPECIAL REVENUE FUNDS TOTAL			\$ 5,664,481	
CITY-WIDE TOTAL			\$ 6,415,681	



City Council Agenda Report

Agenda Item No. 9.c.

DATE: May 24, 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. 23-51, APPROVING A THREE YEAR MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) AND 18 PARTICIPATING PUBLIC AGENCIES ON A COST SHARING BASIS FOR IMPLEMENTATION OF 1.) THE ENHANCED WATERSHED MANAGEMENT PLAN ASSOCIATED TASKS; AND 2.) COORDINATED INTEGRATED MONITORING PROGRAM FOR THE UPPER LOS ANGELES RIVER WATERSHED MANAGEMENT AREA

SUMMARY: Staff is requesting that the City Council approve MOA with San Gabriel Valley Council of Governments and 18 participating public agencies on a cost share basis for implementation of 1.) the enhanced watershed management plan associated tasks; and 2.) coordinated integrated monitoring program for upper Los Angeles river watershed management area.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-50, approving a Memorandum of Agreement (MOA) with San Gabriel Valley Council of Governments; and
2. Authorizing the City Manager to negotiate and execute the MOA.

FISCAL/FINANCIAL IMPACT: The fiscal impact is \$44,601 per year over three years for a total of \$133,803.

DISCUSSION: In 2012, the Los Angeles Regional Water Quality Control Board (Regional Board) issued new Municipal Separate Storm Sewer System (MS4) permits. Under this permitting structure, local agencies (permittees) were allowed to fund Enhanced Watershed Management Programs (EWMP), consisting of multiple permittees within a watershed, for the purpose of consolidating their compliance efforts. The Upper Los Angeles River (ULAR)

EWMP consists of nineteen permittees, eleven of which are members of the San Gabriel Valley

Council of Governments (SGVCOG) as follows:

- City of Alhambra
- City of La Canada Flintridge
- City of Montebello
- City of Monterey Park
- City of Pasadena
- City of Rosemead
- City of San Gabriel
- City of San Marino
- City of South El Monte
- City of South Pasadena
- City of Temple City

The other eight members of the ULAR CIMP are: Los Angeles County Flood Control District, County of Los Angeles, City of Los Angeles, City of Burbank, City of Calabasas, City of Glendale, City of Hidden Hills, and City of San Fernando.

When the new MOA is renewed and effective for the next three fiscal years, EWMP members, including the City and all eleven cities in the San Gabriel Valley, are asking that the SGVCOG oversee the billing portion of the MOA. The structure of the new three-year agreement would be identical to the current MOA

Having the SGVCOG enter into these MOAs provides several benefits to the ULAR EWMP, its permitted cities, the City, and the SGVCOG.

1. The MOAs provide comfort to the EWMP members at having third-party oversight of the expenditures of the program.
2. The SGVCOG would serve as a conduit for the City to expedite contracting of specialized outside consultant services, as needed, for issues beyond the City's organic capability.
3. Assuming this role increases the value of the SGVCOG to its member agencies in the strategic area of Water Quality and Stormwater.

ATTACHMENT(S):

- A. Reso 23-50
- B. ULAR MOA 2023-2026 FINAL 4.20.23 (1)

ATTACHMENT A
RESOLUTION NO. 23-50

APPROVING A THREE YEAR MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) AND 18 PARTICIPATING PUBLIC AGENCIES ON A COST SHARING BASIS FOR IMPLEMENTATION OF (1) THE ENHANCED WATERSHED MANAGEMENT PLAN ASSOCIATED TASKS; AND (2) COORDINATED INTEGRATED MONITORING PROGRAM FOR THE UPPER LOS ANGELES RIVER WATERSHED MANAGEMENT AREA

WHEREAS, in 2012, the Los Angeles Regional Water Quality Control Board (Regional Board) issued new Municipal Separate Storm Sewer System (MS4) permits; and

WHEREAS, under this permitting structure, local agencies (permittees) were allowed to fund Enhanced Watershed Management Programs (EWMP), consisting of multiple permittees within a watershed, for the purpose of consolidating their compliance efforts; and

WHEREAS, the SGVCOG will oversee the billing portion of the MOA and the structure of the new three-year agreement will be identical to the current MOA as discussed in the staff report for this matter.

THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council hereby approves an agreement with SGVCOG and 18 participating public agencies for monitoring services for the City associated with the Upper Los Angeles River Watershed Management Area, with South El Monte's cost of \$133,803, as part of the shared cost total of \$14,617,132 that is shared with the 18 participating public agencies over the 3-year period.

Section 2. The City Council hereby authorizes and directs the City Manager to execute the Agreement in substantially the same form that is attached to the staff report accompanying this Resolution. The Council further directs the City Manager to take all actions necessary to effectuate the Agreement.

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

PASSED, APPROVED AND ADOPTED this 24th day of May 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. 23-50, was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 24th day of May 2023, and that said Resolution was adopted by the following vote:

AYES: Councilmember(s)
NOES: Councilmember(s)
ABSENT: Councilmember(s)
ABSTAIN: Councilmember(s)

Donna G. Schwartz, City Clerk

ATTACHMENT B

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF LOS ANGELES, THE CITY OF ALHAMBRA, THE CITY OF BURBANK, THE CITY OF CALABASAS, THE CITY OF GLENDALE, THE CITY OF HIDDEN HILLS, THE CITY OF LA CANADA FLINTRIDGE, THE CITY OF MONTEBELLO, THE CITY OF MONTEREY PARK, THE CITY OF PASADENA, THE CITY OF ROSEMEAD, THE CITY OF SAN FERNANDO, THE CITY OF SAN GABRIEL, THE CITY OF SAN MARINO, THE CITY OF SOUTH EL MONTE, THE CITY OF SOUTH PASADENA, THE CITY OF TEMPLE CITY, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, THE COUNTY OF LOS ANGELES, THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) AND WATERSHED MANAGEMENT PROGRAM (WMP) FOR THE UPPER LOS ANGELES RIVER WATERSHED MANAGEMENT AREA

This Memorandum of Agreement (MOA), including its attachments, exhibits and schedules, is made and entered into as of July 1st, 2023 by and between The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG), a California Joint Powers Authority, THE CITY OF LOS ANGELES (CITY), a municipal corporation, THE CITY OF ALHAMBRA, a municipal corporation, THE CITY OF BURBANK, a municipal corporation, THE CITY OF CALABASAS, a municipal corporation, THE CITY OF GLENDALE, a municipal corporation, THE CITY OF HIDDEN HILLS, a municipal corporation, THE CITY OF LA CANADA FLINTRIDGE, a municipal corporation, THE CITY OF MONTEBELLO, a municipal corporation, THE CITY OF MONTEREY PARK, a municipal corporation, THE CITY OF PASADENA, a municipal corporation, THE CITY OF ROSEMEAD, a municipal corporation, THE CITY OF SAN FERNANDO, a municipal corporation, THE CITY OF SAN GABRIEL, a municipal corporation, THE CITY OF SAN MARINO, a municipal corporation, THE CITY OF SOUTH EL MONTE, a municipal corporation, THE CITY OF SOUTH PASADENA, a municipal corporation, THE CITY OF TEMPLE CITY, a municipal corporation, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, and the COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

RECITALS

WHEREAS, the U.S. Environmental Protection Agency (USEPA) and the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) have classified the Greater Los Angeles County Municipal Separate Storm Sewer System

(MS4) as a large MS4 pursuant to 40 Code of Federal Regulations (CFR) section 122.26(b)(4) and a major facility pursuant to 40 CFR section 122.2; and

WHEREAS, the Regional Board adopted the 2012 National Pollutant Discharge Elimination System MS4 Permit No. R4-2012-0175 on November 8, 2012, which was re-adopted in the 2021 Regional Phase I MS4 Permit Order No. R4-2021-0105; and

WHEREAS, the 2012 MS4 Permit became effective on December 28, 2012, and required that the LACFCD, the COUNTY, and 84 of the 88 cities within the County comply with its prescribed elements; and

WHEREAS the 2021 MS4 Permit became effective on September 11, 2021, superseding the 2012 MS4 Permit, and requires the COUNTY, LACFCD, 85 cities within the coastal watersheds of Los Angeles County, the Ventura County Watershed Protection District, the County of Ventura, and 10 cities within Ventura County to comply with its prescribed elements; and

WHEREAS, the MS4 Permit identifies the PARTIES as MS4 permittees responsible for compliance with the Permit's requirements pertaining to the PARTIES' collective jurisdictional area in the Upper Los Angeles River Watershed Management Area as identified in Exhibit D of this MOA; and

WHEREAS, the CITY and the cities of Alhambra, Burbank, Calabasas, Glendale, Hidden Hills, La Canada Flintridge, Montebello, Monterey Park, Pasadena, Rosemead, San Fernando, San Gabriel, San Marino, South El Monte, South Pasadena, and Temple City and LACFCD and the COUNTY formed the Upper Los Angeles River Watershed Management Group (ULAR WMG) to collaborate on the Watershed Management Program (WMP) and the Coordinated Integrated Monitoring Program (CIMP) in accordance with the MS4 Permit, with the CITY serving as the ULAR WMG Lead Agency; and

WHEREAS, the PARTIES desired to collaborate on the development of a WMP and a CIMP in accordance with the MS4 Permit for a portion of the Upper Los Angeles River Watershed Management Area as identified in Exhibit D of this MOA to comply with all applicable monitoring requirements of the MS4 Permit; and

WHEREAS, the first WMP was submitted to the Regional Board by the PARTIES on June 25, 2015 and was approved by the Regional Board on April 20, 2016; and

WHEREAS, a revised WMP was submitted to the Regional Board on June 28, 2021 and is pending approval; and

WHEREAS, the first CIMP was submitted to the Regional Board by the PARTIES on April 30, 2015 and was approved by the Regional Board on August 5, 2015; and

WHEREAS, a revised CIMP was submitted to the Regional Board on March 13, 2023 and is pending approval; and

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the estimated costs of the implementation of the CIMP and WMP; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit notwithstanding this MOA; and

WHEREAS, the PARTIES desire to have the SGVCOG: (a) invoice and collect funds from each of the PARTIES to cover the costs of MONITORING SERVICES and WMP-RELATED TASKS and pay the CITY; (b) perform tasks identified in CONTRACT ADMINISTRATION in Exhibit A of this MOA;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOA, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are true and correct and fully incorporated into this MOA.

Section 2. Purpose. The purpose of this MOA is to cooperatively fund the MONITORING SERVICES and WMP-RELATED TASKS, as set forth in Exhibit A of this MOA.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this MOA.

Section 4. Voluntary. The PARTIES have voluntarily entered into this MOA for the implementation of the MONITORING SERVICES and WMP-RELATED TASKS, and to authorize the SGVCOG to administer the cost-sharing.

Section 5. Term. This MOA shall become effective on July 1, 2023 and shall remain in effect for three (3) years up to and including June 30, 2026. The MOA may be extended, through mutual agreement of the PARTIES.

Section 6. Commitment. Once effective, the PARTIES agree to uphold the promises contained in this MOA for the duration of the agreed upon term. The Parties agree that costs, expenses, fees, liabilities, and obligations incurred by the CITY in performing MONITORING SERVICES in accordance with Tables 2-2C(i) of Exhibit B and WMP-

RELATED TASKS in accordance with Table 3-3B of Exhibit B prior to the execution date of this MOA but after July 1, 2023, shall be cost-shared under this Agreement according to the amounts specified in Exhibit B and shall be included in the first invoice.

Section 7. THE PARTIES AGREE:

- a. Monitoring Services. The CITY will perform the MONITORING SERVICES as defined in Exhibit A.
- b. WMP-Related tasks. The CITY and the SGVCOG will perform the WMP-RELATED TASKS, as defined in Exhibit A.
- c. Reporting. Each PARTY hereto authorizes the CITY to prepare and submit reports to the Regional Board as required by the MS4 Permit. In addition, the CITY will submit to the PARTIES the data used to prepare the reports. This data will be transmitted electronically to all PARTIES and as requested by the Regional Board. The CITY will provide sufficient time to the PARTIES to review the prepared reports. The CITY shall consider incorporating such comments received and answering a PARTY's questions to the best of its abilities prior to its submittal to the Regional Board.
- d. Contract Administration. The SGVCOG will be responsible for CONTRACT ADMINISTRATION, as defined in Exhibit A.
- e. Communication. To the extent the PARTIES have communications related to CONTRACT ADMINISTRATION as defined in Exhibit A, such communications shall be directed to the SGVCOG. Communications concerning MONITORING SERVICES and WMP-RELATED TASKS under this Agreement shall be directed to the ULAR WMG lead agency. Written notice will be provided to the PARTIES should contact information from the SGVCOG and/or the ULAR WMG lead agency change.
- f. Contracting. The PARTIES contemplate that other individual NPDES permit holders may wish to participate in the MONITORING SERVICES without being a party to this MOA. In the event that another NPDES permittee wants to participate in the MONITORING SERVICES, the SGVCOG may enter into an individual separate agreement with such individual NPDES permittee. The individual NPDES permittee will not become a party to this MOA but will be responsible for its proportionate share of the costs for those MONITORING SERVICES. If other individual NPDES permit holders' participation modifies the PARTIES' proportionate cost share, each PARTIES' proportional payment obligation shall be modified administratively in Exhibit B.

Section 8. Invoicing and Payment.

- a. Invoicing. The SGVCOG will invoice all PARTIES, except the CITY, annually in amounts not exceeding the invoice amounts shown in Table 1 of Exhibit B. The annual invoices will be issued by the SGVCOG to the PARTIES in July of each calendar year for their proportional share of the estimated cost for MONITORING SERVICES and WMP-RELATED TASKS, including SGVCOG's Contact Management Fee, for the fiscal year, as shown in Exhibit B. The first invoice will be issued in July 2023 or upon the execution of this Agreement, whichever is later. The PARTIES hereby acknowledge and ratify services performed on or after the earlier of July 1st, 2023 or the date of the last signature of the PARTIES that are performed in accordance with the terms and conditions of the MOA. Such services shall be included in the first invoice and reimbursable pursuant to this MOA. The CITY will invoice the SGVCOG for tasks performed, deducting the CITY's cost portion for such tasks and the CITY's cost portion for the SGVCOG's program management fee. The CITY shall provide SGVCOG an accounting of the MONITORING SERVICES, and any WMP-RELATED TASKS completed during each annual payment term consistent with the format as shown in Exhibit E.
- b. Annual Payment. Each PARTY, excluding the CITY, shall pay the SGVCOG for their invoice within sixty (60) days of receipt of the invoice from the SGVCOG.
- c. Late Payment Penalty. Any payment that is not received within sixty (60) days following receipt of the invoice from SGVCOG shall be subject to a late payment of 10%. Interest on any late payments shall accrue at the rate of 1% per month for each month a payment is past due.
- d. Delinquent Payments. A payment not made within three hundred and sixty-five (365) days after receipt of the invoice from the SGVCOG shall result in the SGVCOG notifying the Regional Board and the PARTIES that the delinquent PARTY is no longer a participating member of the CIMP or WMP. The PARTY shall be deemed to have withdrawn from this MOA and the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Table 1 of Exhibit B. Withdrawal shall not relieve a PARTY's obligation to pay its proportionate share of costs that were due at the time of the deemed withdrawal.
- e. Contingency. Each PARTY's annual invoice will include a contingency of fifteen percent (15%) for MONITORING SERVICES and fifteen percent (15%) for WMP-RELATED TASKS, as shown in Exhibit B. Contingency funds will be held by SGVCOG until such time as they are needed. Contingency funds that are used will be applied to each PARTY based on its proportional share. No PARTY will be

obligated to pay for additional expenditures which exceed its contingency amounts without an amendment to this MOA.

- i. Monitoring Services Contingency. The CITY shall have access to the MONITORING SERVICES Contingency, for paying for or otherwise implementing the MONITORING SERVICES defined in Exhibit A of this MOA. The CITY shall notify the PARTIES before use of the MONITORING SERVICES Contingency is appropriate or required as soon as practicable but any failure to notify any PARTY or the PARTIES shall not alter, eliminate, or affect the CITY's right to payment. The CITY will indicate the amount of MONITORING SERVICES Contingency used in its applicable invoice(s) to the SGVCOG for implementation of the MONITORING SERVICES. Should the CITY determine in its reasonable discretion that the MONITORING SERVICES Contingency not be necessary for MONITORING SERVICES, the PARTIES may administratively shift these funds to be used for WMP-RELATED TASKS and do so using the process defined in Section 9(c).
 - ii. WMP-Related Tasks Contingency. The PARTIES may utilize WMP-RELATED TASKS Contingency to complete projects consistent with the WMP-RELATED TASKS defined in Exhibit A. To utilize WMP-RELATED TASKS Contingency, the ULAR WMG shall discuss the proposed activity and the ULAR WMG will come to a majority consensus, using the process defined in Section 9(c), as to whether to move forward with the use of WMP-RELATED TASKS Contingency and the process for implementation. The SGVCOG shall utilize the WMP-RELATED TASKS Contingency to reimburse the entity responsible for administering the approved WMP-RELATED TASK funded by the WMP-RELATED TASKS Contingency. Should the WMP-RELATED TASKS Contingency not be necessary for WMP-RELATED TASKS, the PARTIES may administratively shift these funds to be used for MONITORING SERVICES, using the process defined in Section 9(c).
- f. Shifting of Funds. The PARTIES may shift funds collected under this MOA between MONITORING SERVICES and WMP-RELATED TASKS administratively, without an amendment to this MOA, provided that the overall amount does not exceed the total not-to-exceed amount of this MOA or a PARTY'S annual proportional cost, as set forth in Table 1 of Exhibit B, and if approved by a majority consensus, using the process defined in Section 9(c). Should the CITY require a shift in funds between MONITORING SERVICES and WMP-RELATED TASKS in order to implement the MONITORING SERVICES and WMP-RELATED TASKS, it shall notify the SGVCOG before shifting these funds.

- g. Contract Management Fee. The SGVCOG will receive a Contract Management Fee of \$100,000 per year for administration of this MOA by the SGVCOG. Each PARTY will be assessed its proportionate share of the annual Contract Management Fee as shown in Table 4 of Exhibit B.
- h. Reconciliation of this MOA. At the end of the MOA, the SGVCOG will provide the PARTIES with an accounting of actual expenditures, consistent with the format as shown in Exhibit E, within ninety (90) days. Any unexpended funds held by SGVCOG at the termination of this MOA will be rolled-over to cover expenses in any subsequent MOA. PARTIES may request in writing a refund or credit of any unexpended funds by the SGVCOG, in accordance with the distributed cost formula set forth in Table 1 of Exhibit B.

Section 9. THE PARTIES FURTHER AGREE:

- a. Documentation. The PARTIES agree to promptly provide at no cost to the CITY all requested information and documentation in their possession that the CITY, in its discretion, deems to be necessary or helpful for the performance of the MONITORING SERVICES and WMP-RELATED TASKS.
- b. Access. During the term of this MOA on an as-needed basis, each PARTY shall allow the CITY or its contractor reasonable access and entry to land, facilities and structures owned, operated, or controlled by the PARTY, which access and entry are necessary or helpful for the CITY or its contractor to perform MONITORING SERVICES and WMP-RELATED TASKS (FACILITIES). The FACILITIES shall include but not be limited to the PARTY's storm drains, channels, catch basins, and similar, provided, however, that prior to entering any of the PARTIES FACILITIES, the CITY or its contractor, as applicable, shall provide seventy-two (72) hours advance written notice of entry to the applicable PARTY, or in the cases where seventy-two (72) hours' advance written notice is not possible, such as in cases of unforeseen wet weather, the CITY or its contractor shall provide written notice to the applicable PARTY as early as reasonably possible. Any PARTY, including LACFCD, agrees to provide the CITY or its contractor a "no-fee" Access Permit to its FACILITIES. This Access Permit does not cover any fees that may be required for Construction Permits for the installation of permanent monitoring equipment. The CITY shall secure any required necessary permits prior to entry.
- c. Consensus. The PARTIES agree that consensus in the ULAR WMG will be determined by a two-thirds supermajority (66.66%) voting of the ULAR WMG members based on each PARTY's percentage land area of the Watershed as shown in Exhibit D. Consensus shall be reached using an email vote of ULAR WMG members. Any PARTY that does not respond to a vote within five business days, shall be considered to support the majority consensus.

- d. Participation. Each PARTY shall designate an individual to provide representation at the ULAR WMG that is authorized to provide official input on behalf of the PARTY. Each PARTY shall ensure that a representative attends the ULAR WMG meetings and, if necessary, responds to email communication.
- e. Additional Activities. The PARTIES agree that additional activities may arise in the course of implementing this MOA, and there may be interest in utilizing funds collected through this MOA or pursuing additional funds, including but not limited to the Safe Clean Water Program, to complete those projects. The ULAR WMG, led by the ULAR WMG Lead Agency, shall discuss and determine additional activities to be completed and the implementation approach to completing those projects. The ULAR WMG will determine which activities to pursue in accordance with the consensus process defined in Section 9(c). Any other PARTY that does not desire to participate in an additional activity can submit a written request to the SGVCOG that they do not desire to be part of the activity. The non-participating PARTY will not be responsible for its proportionate share of funds to complete the additional project, and the cost will be recalculated amongst the remaining PARTIES.

Section 10. Indemnification. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, on a pro rata basis, including its special districts, their member agencies, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including reasonable attorneys and expert witness fees), arising from or connected with this MOA; provided, however, that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct.

Section 11. Termination

- a. Noticing. Any PARTY may withdraw from this MOA for any reason, in whole or part, by giving the SGVCOG and the Regional Board thirty (30) days written notice thereof. Withdrawing PARTIES shall remain wholly responsible for their proportional share of the costs of MONITORING SERVICES and WMP-RELATED TASKS for any fiscal year for which the PARTY has not withdrawn. Withdrawing PARTIES shall not be entitled to any refunds. Each PARTY shall also be responsible for the payment of its own fines, penalties or costs incurred as a result of the non-performance of the CIMP and/or WMP. Upon withdrawal by the SGVCOG, the PARTIES shall meet and confer to designate an alternate organization to accept the SGVCOG's responsibilities under this MOA.

- b. Default. If a PARTY fails to comply with any of the terms or conditions of this MOA, that PARTY shall forfeit its rights to the work completed through this MOA, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default
- c. Equipment Ownership. Devices such as automatic sampling stations - inclusive of a cabinet, sampling equipment, ancillary devices, power supplies (EQUIPMENT) may be installed to implement the CIMP. Any PARTY voluntarily terminating membership will not be entitled to a refund for the portion of the share paid to acquire and to operate the EQUIPMENT nor for the remaining value of the EQUIPMENT, if any. The operational life of such EQUIPMENT is approximately seven years, and after which it may be obsolete or may require major remodel or replacement of electrical and mechanical components costing equivalent to a purchase of a new EQUIPMENT. The remaining PARTIES agree to own, operate and maintain and or replace the EQUIPMENT.

Section 12. General Provisions

- a. Notices. Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit C attached hereto and incorporated herein by reference. PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit C. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit C.
- b. Administration. For the purposes of this MOA, the PARTIES and SGVCOG hereby designate as their respective representatives the persons named in Exhibit C. The designated representatives, or their respective designees, shall administer the terms and conditions of this MOA on behalf of their respective entities. Each of the persons signing below on behalf of a PARTY or the SGVCOG represents and warrants that he or she is authorized to sign this MOA on behalf of such entity.
- c. Relationship of the Parties. The PARTIES to this MOA are, and shall at all times remain as to each other, wholly independent entities. No PARTY shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOA. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.

- d. Amendment. The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES and the SGVCOG. Such amendments may be executed by those individuals listed in Exhibit C or by a person authorized to execute such amendment on behalf of each PARTY.
- e. Law to Govern. This MOA is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. In the event of litigation related to this MOA, venue in the State Superior Court or Federal District Court shall lie exclusively in the County of Los Angeles.
- f. No Presumption in Drafting. The PARTIES to this MOA agree that the general rule that an MOA is to be interpreted against the PARTY drafting it, or causing it to be prepared shall not apply.
- g. Severability. If any provision of this MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOA shall not be affected, and this MOA shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOA.
- h. Entire Agreement. This MOA constitutes the entire agreement of the PARTIES to this MOA with respect to the subject matter hereof.
- i. Waiver. Waiver by any PARTY to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to this MOA of any breach of the provisions of this MOA shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.
- j. Counterparts. This MOA may be executed in any number of counterparts, which execution may be by electronic means as defined in Civil Code section 1633.2 and each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOA.
- k. All PARTIES to this MOA have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language.

IN WITNESS WHEREOF, the PARTIES have caused this MOA to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

COUNTY OF LOS ANGELES

By

Mark Pestrella, Director of Public Works

Dated

APPROVED AS TO FORM:

Dawyn R. Harrison
County Counsel

By

Deputy

Dated

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By

Mark Pestrella, Chief Engineer

Dated

APPROVED AS TO FORM:

Dawyn R. Harrison
County Counsel

By

Deputy

Dated

CITY OF ALHAMBRA

By _____
Adele Andrade-Stadler, Mayor

Dated

ATTEST:

By _____
Lauren Myles
City Clerk

APPROVED AS TO FORM:

By _____
Joseph M. Montes, Esq.
City Attorney

CITY OF LOS ANGELES

Dated: _____

By: _____

Aura Garcia, President
Board of Public Works

ATTEST:

Holly Wolcott
Interim City Clerk

APPROVED AS TO FORM:

Hydee Feldstein Soto
City Attorney

By: _____

Adena M. Hopenstand
Deputy City Attorney

CITY OF BURBANK

Dated: _____

By _____

Konstantine Anthony, Mayor

ATTEST:

Justin Hess, City Manager

APPROVED AS TO FORM:

Joseph H. McDougall, City Attorney

CITY OF CALABASAS

Dated: _____

By _____
David J. Shapiro, Mayor

ATTEST:

Maricela Hernandez, City Clerk

APPROVED AS TO FORM:

Matthew T. Summers, City Attorney

THE CITY OF GLENDALE

Dated: _____

By _____
Ardy Kassakhian, Mayor

ATTEST:

Roubik Golanian, P.E., City Manager

APPROVED AS TO FORM:

Michael Garcia, City Attorney

CITY OF HIDDEN HILLS

Dated:

By

Steve Freedland, Mayor

ATTEST:

Deana L. Gonzalez, CMC, City Clerk

APPROVED AS TO FORM:

Roxanne M. Diaz, City Attorney

CITY OF LA CANADA FLINTRIDGE

Dated: _____

By _____

ATTEST:

APPROVED AS TO FORM:

Adrian R. Guerra, City Attorney

CITY OF MONTEBELLO

Dated: _____

By _____
David Torres, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman, City Attorney

CITY OF MONTEREY PARK

Dated: _____

By: _____

Ron Bow, City Manager

ATTEST:

By: _____

Maychelle Yee, City Clerk

APPROVED AS TO FORM:

By: _____

Karl H. Berger, City Attorney

CITY OF PASADENA

Dated: _____

By _____
Miguel Márquez, City Manager

ATTEST:

Mark Jomsky, City Clerk

APPROVED AS TO FORM:

Debra Wordham, Assistant City Attorney

CITY OF ROSEMEAD

Dated: _____

By _____
Ben Kim, City Manager

ATTEST:

Gloria Molleda, City Clerk

APPROVED AS TO FORM:

Rachel H. Richman, City Attorney

CITY OF SAN FERNANDO

Dated: _____

By _____
Celeste T. Rodriguez, Mayor

ATTEST:

Julia Fritz, City Clerk

APPROVED AS TO FORM:

Richard Padilla, City Attorney

CITY OF SAN GABRIEL

Dated: _____

By _____
Mark Lazzaretto, City Manager

ATTEST:

Sharon Clark, City Clerk

APPROVED AS TO FORM:

Keith Lemieux, City Attorney

CITY OF SAN MARINO

Dated: _____

By _____
Steve Talt, Mayor

ATTEST:

Mario Rueda, Acting City Manager

APPROVED AS TO FORM:

Joseph Montes, City Attorney

CITY OF SOUTH EL MONTE

Dated: _____

By _____
Rene Salas, City Manager

ATTEST:

Donna G. Shwartz, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

CITY OF SOUTH PASADENA

Dated: _____

By _____
Arminé Chaparyan, City Manager

ATTEST:

Mark Perez, Deputy City Clerk

APPROVED AS TO FORM:

Andrew L. Jared, City Attorney

CITY OF THE TEMPLE CITY

Dated: _____

By _____
Cynthia Sternquist, Mayor

ATTEST:

Peggy Kuo, City Clerk

APPROVED AS TO FORM:

Greg Murphy, City Attorney

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Dated: _____

By: _____
Marisa Creter, Executive Director

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____
David DeBerry
Counsel for the SGVCOG

EXHIBIT A

MOA Scope of Work

The purpose of this MOA is to facilitate compliance by the ULAR WMG with the MS4 Permit. The tasks below outline the broadly-expected work anticipated to comply with the Permit.

MONITORING SERVICES

This includes any and all tasks required to comply with the monitoring requirements established in the MS4 Permit and associated documents. This includes but is not limited to implementation of the ULAR CIMP (Coordinated Integrated Monitoring Program), which includes but is not limited to the following activities:

- Receiving Water Monitoring
- Stormwater Outfall Monitoring
- Non-Stormwater Outfall Monitoring
- Urban Lakes Monitoring
- Data Management
- Capital, Operation, and Maintenance Activities
- Purchasing, maintaining, and replacing equipment (capital costs) necessary for monitoring activities
- Development of the monitoring sections to be included in the Annual Report (e.g. trends analysis, Total Maximum Daily Load (TMDL) attainment, summary of monitoring activities)
- Annual Reconciliation of the MONITORING SERVICES under the MOA.
- This work may include additional activities and requirements based upon the March 2023 CIMP revisions, any other future CIMP revision, and subsequent requirements for the Regional Board.

The City is responsible for completing the MONITORING SERVICES in this MOA, including by utilizing consultant support services.

WMP-RELATED TASKS

This includes any and all tasks required to comply with the MS4 Permit, as well as other work that is determined to advance the cities' efforts in complying with the MS4 Permit. The ULAR WMG is required to complete the following activities as part of the ULAR Watershed Management Program (WMP). This includes but is not limited to the sub-tasks defined below:

- Annual Reporting (including the WMP Progress Report)
- Report of Waste Discharge (ROWD)
- Adaptive Management
- Trash Monitoring and Reporting Plan (TMRP)
- WMP Revisions
- Website management (lastormh2o.org)
- California Stormwater Quality Association (CASQA) Membership

Contracts regarding WMP-RELATED TASKS will be administered by the SGVCOG utilizing a consultant(s) selected in coordination with the ULAR WMG, unless otherwise determined by the ULAR WMG. The lead agency of the ULAR WMG will provide subject-matter expertise and project management support to the SGVCOG and its consultants for the purposes of completing this task.

CONTRACT ADMINISTRATION

This includes any and all tasks associated with administering this MOA, including but not limited to the following:

- Facilitate the development of agreements and subsequent amendments for the ULAR WMG.
- Manage procurements, contracting, and contract administration for consultants and contractors, with the lead agency of the ULAR WMG providing subject-matter expertise and project management support. This could include establishing and managing a bench of technical consultants that could be utilized by any PARTY.
- Distribute invoices and collect payment from PARTIES.
- Pay invoices from the City, upon receipt of invoice, as established in Section 8(a) of the MOA.
- Manage the MOA budget in coordination with the lead agency of the ULAR WMG.
- Facilitate the preparation of ULAR WMG administrative procedures by ULAR WMG and ensure compliance with these procedures.
- Annual Reconciliation of WMP-RELATED TASKS under the MOA.

The CONTRACT ADMINISTRATION tasks will be completed by the SGVCOG.

Additional tasks may be identified in the process of complying with the Permit, at which point the ULAR WMG would determine the optimal approach to ensuring that the ULAR WMG remains in compliance with any and all aspects of the MS4 Permit and its associated documents.

EXHIBIT B

MOA Cost Estimates

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Table 1. Distribution of Combined Annual Implementation Costs (CIMP/WMP/CASQA/SGVCOG fee)

Agency	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD	\$ 83,732	\$ 79,353	\$ 95,016	\$ 258,101
City of Los Angeles	\$ 943,982	\$ 908,306	\$ 1,084,118	\$ 2,936,406
County of Los Angeles	\$ 232,381	\$ 217,554	\$ 257,621	\$ 707,556
City of Alhambra	\$ 25,278	\$ 24,472	\$ 29,209	\$ 78,958
City of Burbank	\$ 57,421	\$ 55,590	\$ 66,350	\$ 179,361
City of Calabasas	\$ 20,731	\$ 20,070	\$ 23,954	\$ 64,755
City of Glendale	\$ 101,385	\$ 98,139	\$ 117,135	\$ 316,659
City of Hidden Hills	\$ 4,974	\$ 4,815	\$ 5,747	\$ 15,536
City of La Canada Flintridge	\$ 34,193	\$ 27,729	\$ 33,097	\$ 95,018
City of Montebello	\$ 27,721	\$ 26,837	\$ 32,032	\$ 86,590
City of Monterey Park	\$ 25,626	\$ 24,809	\$ 29,610	\$ 80,045
City of Pasadena	\$ 81,872	\$ 74,179	\$ 88,537	\$ 244,588
City of Rosemead	\$ 17,135	\$ 16,588	\$ 19,799	\$ 53,522
City of San Fernando	\$ 7,854	\$ 7,604	\$ 9,076	\$ 24,534
City of San Gabriel	\$ 13,688	\$ 13,252	\$ 15,817	\$ 42,756
City of San Marino	\$ 12,471	\$ 12,073	\$ 14,410	\$ 38,953
City of South El Monte	\$ 21,094	\$ 17,250	\$ 18,998	\$ 57,341
City of South Pasadena	\$ 12,064	\$ 10,954	\$ 13,074	\$ 36,091
City of Temple City	\$ 13,334	\$ 12,909	\$ 15,408	\$ 41,651
Total	\$ 1,736,933	\$ 1,652,482	\$ 1,969,007	\$ 5,358,422

Table 2. Distribution of Cost for Implementing Total ULAR CIMP Monitoring Services

Agency	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD	\$ 66,082	\$ 61,483	\$ 62,518	\$ 190,083
City of Los Angeles	\$ 711,254	\$ 671,309	\$ 682,542	\$ 2,065,105
County of Los Angeles	\$ 179,686	\$ 163,892	\$ 166,695	\$ 510,272
City of Alhambra	\$ 19,008	\$ 18,087	\$ 18,389	\$ 55,483
City of Burbank	\$ 43,178	\$ 41,085	\$ 41,773	\$ 126,036
City of Calabasas	\$ 15,588	\$ 14,833	\$ 15,081	\$ 45,503
City of Glendale	\$ 76,240	\$ 72,532	\$ 73,746	\$ 222,518
City of Hidden Hills	\$ 3,740	\$ 3,559	\$ 3,618	\$ 10,917
City of La Canada Flintridge	\$ 27,088	\$ 20,494	\$ 20,837	\$ 68,419
City of Montebello	\$ 20,845	\$ 19,835	\$ 20,167	\$ 60,846
City of Monterey Park	\$ 19,269	\$ 18,335	\$ 18,642	\$ 56,247
City of Pasadena	\$ 62,866	\$ 54,824	\$ 55,741	\$ 173,431
City of Rosemead	\$ 12,884	\$ 12,260	\$ 12,465	\$ 37,610
City of San Fernando	\$ 5,906	\$ 5,620	\$ 5,714	\$ 17,240
City of San Gabriel	\$ 10,293	\$ 9,794	\$ 9,958	\$ 30,044
City of San Marino	\$ 9,377	\$ 8,923	\$ 9,072	\$ 27,372
City of South El Monte	\$ 19,047	\$ 15,166	\$ 15,466	\$ 49,679
City of South Pasadena	\$ 9,258	\$ 8,095	\$ 8,231	\$ 25,584
City of Temple City	\$ 10,027	\$ 9,541	\$ 9,700	\$ 29,268
Total Estimated Cost of CIMP	\$ 1,321,633	\$ 1,229,667	\$ 1,250,357	\$ 3,801,657

Note:

1. Total Monitoring Services cost = General CIMP + NSW0 + Legg Lake

Table 2A. Costs for General CIMP Monitoring Services

ULAR CIMP General Monitoring Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26
Labor (Receiving Water and Storm Water Outfall)	\$ 253,000	\$ 230,000	\$ 230,000
Laboratory Analysis (Receiving Water and Storm Water Outfall)	\$ 263,051	\$ 237,879	\$ 240,157
Laboratory Data Handling Fee (15%)	\$ 39,458	\$ 35,682	\$ 36,024
Laboratory Analysis (TIE)	\$ 40,000	\$ 40,000	\$ 40,000
Contract Services	\$ 319,000	\$ 305,000	\$ 305,000
Equipment	\$ 136,325	\$ 130,081	\$ 122,601
Administrative Fee (5%)	\$ 52,542	\$ 48,932	\$ 48,689
Sub-Total	\$ 1,103,375	\$ 1,027,574	\$ 1,022,471
Contingency (15%)	\$ 165,506	\$ 154,136	\$ 153,371
Annual Escalation (2.5%)	\$ -	\$ 25,689	\$ 51,763
Total	\$ 1,268,881	\$ 1,207,400	\$ 1,227,604

Table 2A(i). Distribution of Costs for General CIMP Monitoring Services

Agency	Land Area (acres)	% of Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD (5%)	--	--	\$ 63,444	\$ 60,370	\$ 61,380	\$ 185,194
City of Los Angeles	181,288.00	58.53%	\$ 705,492	\$ 671,309	\$ 682,542	\$ 2,059,343
County of Los Angeles	41,048.07	13.25%	\$ 159,741	\$ 152,001	\$ 154,544	\$ 466,286
City of Alhambra	4,884.31	1.58%	\$ 19,008	\$ 18,087	\$ 18,389	\$ 55,483
City of Burbank	11,095.20	3.58%	\$ 43,178	\$ 41,085	\$ 41,773	\$ 126,036
City of Calabasas	4,005.68	1.29%	\$ 15,588	\$ 14,833	\$ 15,081	\$ 45,503
City of Glendale	19,587.50	6.32%	\$ 76,226	\$ 72,532	\$ 73,746	\$ 222,504
City of Hidden Hills	961.03	0.31%	\$ 3,740	\$ 3,559	\$ 3,618	\$ 10,917
City of La Canada Flintridge	5,534.46	1.79%	\$ 21,538	\$ 20,494	\$ 20,837	\$ 62,869
City of Montebello	5,356.38	1.73%	\$ 20,845	\$ 19,835	\$ 20,167	\$ 60,846
City of Monterey Park	4,951.51	1.60%	\$ 19,269	\$ 18,335	\$ 18,642	\$ 56,247
City of Pasadena	14,805.30	4.78%	\$ 57,616	\$ 54,824	\$ 55,741	\$ 168,181
City of Rosemead	3,310.87	1.07%	\$ 12,884	\$ 12,260	\$ 12,465	\$ 37,610
City of San Fernando	1,517.64	0.49%	\$ 5,906	\$ 5,620	\$ 5,714	\$ 17,240
City of San Gabriel	2,644.87	0.85%	\$ 10,293	\$ 9,794	\$ 9,958	\$ 30,044
City of San Marino	2,409.64	0.78%	\$ 9,377	\$ 8,923	\$ 9,072	\$ 27,372
City of South El Monte	1,594.16	0.51%	\$ 6,204	\$ 5,903	\$ 6,002	\$ 18,109
City of South Pasadena	2,186.20	0.71%	\$ 8,508	\$ 8,095	\$ 8,231	\$ 24,834

City of Temple City	2,576.50	0.83%	\$ 10,027	\$ 9,541	\$ 9,700	\$ 29,268
Total	309,757.32	100.00%	\$ 1,268,881	\$ 1,207,400	\$ 1,227,604	\$ 3,703,886

Note:

1. LACFCD is responsible for 5% of the Total Cost, which is subtracted before distributing the cost among the other agencies.

Table 2B. Costs for Arroyo Seco NSWO Monitoring

CIMP Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26
Non-Stormwater Outfall Monitoring			
Arroyo Seco (3 Screening Events)	\$ 16,470		
Laboratory Data Handling Fee (15%)			
Flat Rate: 15% of Total Monitoring costs	\$ 2,470		
Administrative Fee (5%)			
Flat Rate: 5% of Total NSWO Monitoring Cost	\$ 947		
Monitoring Cost Sub-Total	\$ 19,887		
Additional Costs			
Contingency (15%)	\$ 1,989		
Annual Escalation (2.5%)	\$ -		
Arroyo Seco (Total)	\$ 21,876		

Table 2B(i). Distribution of Costs for Arroyo Seco NSWO Monitoring

Agency	Land Area (acres)	% of Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD (5%)	--	--	\$ 1,094	\$ -	\$ -	\$ 1,094
City of Los Angeles	3936.66	27.73%	\$ 5,762	\$ -	\$ -	\$ 5,762
County of Los Angeles	2361.13	16.63%	\$ 3,456	\$ -	\$ -	\$ 3,456
City of Glendale	9.39	0.07%	\$ 14	\$ -	\$ -	\$ 14
City of La Canada Flintridge	3791.77	26.71%	\$ 5,550	\$ -	\$ -	\$ 5,550
City of Pasadena	3586.72	25.26%	\$ 5,250	\$ -	\$ -	\$ 5,250
City of South Pasadena	512.25	3.61%	\$ 750	\$ -	\$ -	\$ 750
Arroyo Seco (Total)	14,197.93	100.00%	\$ 21,876			\$ 21,876

Note:

1. LACFCD is responsible for 5% of the Total Cost, which is subtracted before distributing the cost among the other agencies.

Table 2C. Costs for Legg Lake Monitoring

CIMP Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26
Legg lake	\$ 22,235	\$ 15,694	\$ 15,694
Laboratory Data Handling Fee (15%)	\$ 3,335	\$ 2,354	\$ 2,354
Administrative Fee (5%)	\$ 1,279	\$ 902	\$ 902
Monitoring Cost Sub-Total	\$ 26,849	\$ 18,950	\$ 18,950
Additional Costs			
Contingency (15%)	\$ 4,027	\$ 2,843	\$ 2,843
Annual Escalation (2.5%)	\$ -	\$ 474	\$ 959
Legg Lake (Total)	\$ 30,876	\$ 22,267	\$ 22,752

Table 2C(i). Distribution of Costs for Legg Lake Monitoring

Agency	Land Area (acres)	% of Area	Fiscal Year 23- 24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD (5%)	--	--	\$ 1,544	\$ 1,113	\$ 1,138	\$ 3,795
County of Los Angeles	2,044.68	56.21%	\$ 16,489	\$ 11,891	\$ 12,150	\$ 40,530
South El Monte	1,592.68	43.79%	\$ 12,844	\$ 9,262	\$ 9,464	\$ 31,570
Legg Lake (Total)	3,637.35	100.00%	\$ 30,876	\$ 22,267	\$ 22,752	\$ 75,895

Note:

1. Legg Lake now has a fish tissue monitoring requirement at a frequency of once every three years.
2. LACFCD is responsible for 5% of the Total Cost, which is subtracted before distributing the cost among the other agencies.

Table 3. Distribution of Costs for Implementing WMP-Related Tasks (including CASQA fees)

ULAR WMP Cost Distribution + CASQA				
Agency	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD	\$ 12,650	\$ 12,870	\$ 27,498	\$ 53,018
City of Los Angeles	\$ 177,128	\$ 181,398	\$ 345,977	\$ 704,503
County of Los Angeles	\$ 40,106	\$ 41,073	\$ 78,338	\$ 159,517
City of Alhambra	\$ 4,772	\$ 4,887	\$ 9,321	\$ 18,981
City of Burbank	\$ 10,841	\$ 11,102	\$ 21,174	\$ 43,117
City of Calabasas	\$ 3,914	\$ 4,008	\$ 7,645	\$ 15,566
City of Glendale	\$ 19,138	\$ 19,599	\$ 37,382	\$ 76,119
City of Hidden Hills	\$ 939	\$ 962	\$ 1,834	\$ 3,735
City of La Canada Flintridge	\$ 5,407	\$ 5,538	\$ 10,562	\$ 21,507
City of Montebello	\$ 5,233	\$ 5,360	\$ 10,222	\$ 20,815
City of Monterey Park	\$ 4,838	\$ 4,955	\$ 9,450	\$ 19,242

City of Pasadena	\$ 14,466	\$ 14,814	\$ 28,255	\$ 57,535
City of Rosemead	\$ 3,235	\$ 3,313	\$ 6,319	\$ 12,866
City of San Fernando	\$ 1,483	\$ 1,519	\$ 2,896	\$ 5,898
City of San Gabriel	\$ 2,584	\$ 2,646	\$ 5,048	\$ 10,278
City of San Marino	\$ 2,354	\$ 2,411	\$ 4,599	\$ 9,364
City of South El Monte	\$ 1,558	\$ 1,595	\$ 3,042	\$ 6,195
City of South Pasadena	\$ 2,136	\$ 2,188	\$ 4,172	\$ 8,496
City of Temple City	\$ 2,517	\$ 2,578	\$ 4,917	\$ 10,013
Total Estimated Cost of WMP	\$ 315,300	\$ 322,815	\$ 618,651	\$ 1,256,766

Note:

1. Total cost = General WMP + CASQA Fees.

Table 3A. Costs for Implementing General WMP-Related Tasks

WMP Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
Semi-Annual Progress Report (June)	\$ 50,000	\$ 50,000	\$ 50,000	\$ 150,000
Annual Reporting Package (December)	\$ 100,000	\$ 100,000	\$ 100,000	\$ 300,000
WMP Revisions/RAA/Adaptive Management	\$ -	\$ -	\$ 200,000	\$ 200,000
Report of Waste Discharge (ROWD)	\$ -	\$ -	\$ 20,000	\$ 20,000
Trash Monitoring and Reporting Plan (TMRP)	\$ 50,000	\$ 50,000	\$ 50,000	\$ 150,000
Program Management (10%)	\$ 20,000	\$ 20,000	\$ 42,000	\$ 82,000
Sub-Total	\$ 220,000	\$ 220,000	\$ 462,000	\$ 902,000
Contingency (15%)	\$ 33,000	\$ 33,000	\$ 69,300	\$ 135,300
Annual Escalation (2% per year)	\$ -	\$ 4,400.00	\$ 18,664.80	\$ 23,065
WMP Program Management Cost (Total)	\$ 253,000	\$ 257,400	\$ 549,965	\$ 1,060,365

Note:

1. Annual Report package includes semiannual progress report.

Table 3B. Distribution of Costs for CASQA Membership Fees

Agency	Land Area (acres)	% of Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
City of Los Angeles	181,288.00	58.53%	\$ 36,462	\$ 38,285	\$ 40,199	\$ 114,945
County of Los Angeles	41,048.07	13.25%	\$ 8,256	\$ 8,669	\$ 9,102	\$ 26,026
City of Alhambra	4,884.31	1.58%	\$ 982	\$ 1,031	\$ 1,083	\$ 3,097
City of Burbank	11,095.20	3.58%	\$ 2,232	\$ 2,343	\$ 2,460	\$ 7,035
City of Calabasas	4,005.68	1.29%	\$ 806	\$ 846	\$ 888	\$ 2,540
City of Glendale	19,587.50	6.32%	\$ 3,940	\$ 4,137	\$ 4,343	\$ 12,419
City of Hidden Hills	961.03	0.31%	\$ 193	\$ 203	\$ 213	\$ 609
City of La Canada Flintridge	5,534.46	1.79%	\$ 1,113	\$ 1,169	\$ 1,227	\$ 3,509
City of Montebello	5,356.38	1.73%	\$ 1,077	\$ 1,131	\$ 1,188	\$ 3,396
City of Monterey Park	4,951.51	1.60%	\$ 996	\$ 1,046	\$ 1,098	\$ 3,139
City of Pasadena	14,805.30	4.78%	\$ 2,978	\$ 3,127	\$ 3,283	\$ 9,387
City of Rosemead	3,310.87	1.07%	\$ 666	\$ 699	\$ 734	\$ 2,099
City of San Fernando	1,517.64	0.49%	\$ 305	\$ 320	\$ 337	\$ 962
City of San Gabriel	2,644.87	0.85%	\$ 532	\$ 559	\$ 586	\$ 1,677
City of San Marino	2,409.64	0.78%	\$ 485	\$ 509	\$ 534	\$ 1,528
City of South El Monte	1,594.16	0.51%	\$ 321	\$ 337	\$ 353	\$ 1,011
City of South Pasadena	2,186.20	0.71%	\$ 440	\$ 462	\$ 485	\$ 1,386
City of Temple City	2,576.50	0.83%	\$ 518	\$ 544	\$ 571	\$ 1,634
Total	309,757.32	100.00%	\$ 62,300	\$ 65,415	\$ 68,686	\$ 196,401

Note:

1. LACFCD will retain its own CASQA membership.
2. Assumes 5% escalation per year for CASQA fees.

Table 4. SGVCOG Annual Contract Management Fees

	Land Area (acres)	% of Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD (5%)	--	--	\$ 5,000	\$ 5,000	\$ 5,000	\$ 15,000
City of Los Angeles	181,288.00	58.53%	\$ 55,600	\$ 55,600	\$ 55,600	\$ 166,799
County of Los Angeles	41,048.07	13.25%	\$ 12,589	\$ 12,589	\$ 12,589	\$ 37,767
City of Alhambra	4,884.31	1.58%	\$ 1,498	\$ 1,498	\$ 1,498	\$ 4,494
City of Burbank	11,095.20	3.58%	\$ 3,403	\$ 3,403	\$ 3,403	\$ 10,208
City of Calabasas	4,005.68	1.29%	\$ 1,229	\$ 1,229	\$ 1,229	\$ 3,686
City of Glendale	19,587.50	6.32%	\$ 6,007	\$ 6,007	\$ 6,007	\$ 18,022
City of Hidden Hills	961.03	0.31%	\$ 295	\$ 295	\$ 295	\$ 884
City of La Canada Flintridge	5,534.46	1.79%	\$ 1,697	\$ 1,697	\$ 1,697	\$ 5,092

City of Montebello	5,356.38	1.73%	\$ 1,643	\$ 1,643	\$ 1,643	\$ 4,928
City of Monterey Park	4,951.51	1.60%	\$ 1,519	\$ 1,519	\$ 1,519	\$ 4,556
City of Pasadena	14,805.30	4.78%	\$ 4,541	\$ 4,541	\$ 4,541	\$ 13,622
City of Rosemead	3,310.87	1.07%	\$ 1,015	\$ 1,015	\$ 1,015	\$ 3,046
City of San Fernando	1,517.64	0.49%	\$ 465	\$ 465	\$ 465	\$ 1,396
City of San Gabriel	2,644.87	0.85%	\$ 811	\$ 811	\$ 811	\$ 2,433
City of San Marino	2,409.64	0.78%	\$ 739	\$ 739	\$ 739	\$ 2,217
City of South El Monte	1,594.16	0.51%	\$ 489	\$ 489	\$ 489	\$ 1,467
City of South Pasadena	2,186.20	0.71%	\$ 670	\$ 670	\$ 670	\$ 2,011
City of Temple City	2,576.50	0.83%	\$ 790	\$ 790	\$ 790	\$ 2,371
Total	309,757.32	100.00%	\$ 100,000	\$ 100,000	\$ 100,000	\$ 300,000

Note:

1. SGVCOG fee is \$100,000 per year and covers both Monitoring Services and WMP-related tasks.
2. LACFCD is responsible for 5% of the Total Cost, which is subtracted before distributing the cost among the other agencies.

EXHIBIT C

Upper Los Angeles River Watershed Management Area CIMP Responsible Agencies Representatives

Agency Address	Agency Contact
City of Los Angeles Department of Public Works Bureau of Sanitation, Watershed Protection Division 1149 S. Broadway Los Angeles, CA 90015	Alfredo Magallanes E-mail: alfredo.magallanes@lacity.org Phone: (213) 485-3958
County of Los Angeles Department of Public Works Stormwater Quality Division, Building A-9 East, 1 st Floor 1000 South Fremont Avenue Alhambra, CA 91803	Mark Lombos E-mail: mlombos@dpw.lacounty.gov Phone: (626) 300-4665
Los Angeles County Flood Control District Department of Public Works Stormwater Quality Division, Building A-9 East, 1 st Floor 1000 South Fremont Avenue Alhambra, CA 91803	Jalaine Verdiner E-mail: jquintr@dpw.lacounty.gov Phone: (626) 300-4666
City of Alhambra 111 South First Street Alhambra, CA 91801-3796	David Dolphin E-mail: DDOLPHIN@cityofalhambra.org Phone: (626) 300-1571
City of Burbank P.O. Box 6459 Burbank, CA 91510	Stephen Walker E-mail: SWalker@burbankca.gov Phone: (818) 238-3804
City of Calabasas 100 Civic Center Way Calabasas, CA 91302-3172	Tatiana Holden E-mail: tholden@cityofcalabasas.com Phone: (818) 224-1600
City of Glendale Engineering Section, 633 East Broadway, Room 209 Glendale, CA 91206-4308	Maurice Oillataguerre E-mail: moillataguerre@glendaleca.gov Phone: (818) 550-4511
City of Hidden Hills 6165 Spring Valley Road Hidden Hills, CA 91302	Joe Bellomo E-mail: jbellomo@willdan.com Phone: (805) 279-6856
City of La Canada Flintridge 1327 Foothill Blvd. La Canada Flintridge, CA 91011-2137	Patrick DeChellis E-mail: pdechellisi@lcf.ca.gov Phone: (818) 790-8882

EXHIBIT C

Upper Los Angeles River Watershed Management Group Responsible Agencies Representatives

City of Montebello 1600 W Beverly Blvd Montebello, CA 90640	James A. Enriquez E-mail: jenriquez@cityofmontebello.com Phone: 323-887-1200 Rita Montalvo E-mail: rmontalvo@cityofmontebello.com Phone: 323-887-1200 Ext 469
City of Monterey Park 320 West Newmark Avenue Monterey Park, CA 91754-2896	Xochitl Tipan E-mail: xtipan@montereypark.ca.gov Phone: (626) 307-1383
City of Pasadena 100 N Garfield Ave 3rd Floor, N306 Pasadena, CA 91101-1726	Dawn Petschauer E-mail: dpetschauer@cityofpasadena.net Phone: (626) 744-3929
City of Rosemead 8838 East Valley Blvd. Rosemead, CA 91770-1787	Michael Chung E-mail: mchung@cityofrosemead.org Phone: (626) 569-2158 Eddie Chan E-mail: echan@cityofrosemead.org Phone: (626) 569-2154
City of San Fernando 117 Macneil Street San Fernando, CA 91340	Kenneth Jones Email: kjones@sfcity.org Phone: (818) 898-1240
City of San Gabriel 425 South Mission Avenue San Gabriel, CA 91775	Greg De Vinck E-mail: gdevinck@sgch.org Phone: (626) 308 - 2825 Capucine Hernandez E-mail: chernandez@sgch.org Phone: (626) 308-2825
City of San Marino 2200 Huntington Drive San Marino, CA 91108-2691	Amber Shah E-mail: ashah@cityofsanmarino.org Phone: (626) 300 - 0787
City of South El Monte 1415 Santa Anita Ave. South El Monte, CA 91733	Rene Salas E-mail: rsalas@soelmonte.org Phone: (626) 579-6540 Fax: (626) 579-2409
City of South Pasadena 1414 Mission Street South Pasadena, CA 91020-3298	Ted Gerber E-mail: tgerber@southpasadenaca.gov Phone: (626) 403-7240

City of Temple City 9701 Las Tunas Drive Temple City, CA 9178	Andrew Coyne E-mail: acoyne@templecity.us Phone: (626) 285-2171 Ext. 4344
San Gabriel Valley Council of Governments 1333 Mayflower Avenue, Suite 360 Monrovia, CA 91016	Marisa Creter Email: mcreter@sgvcog.org Phone: (626) 457-1800

EXHIBIT D Upper Los Angeles River Watershed

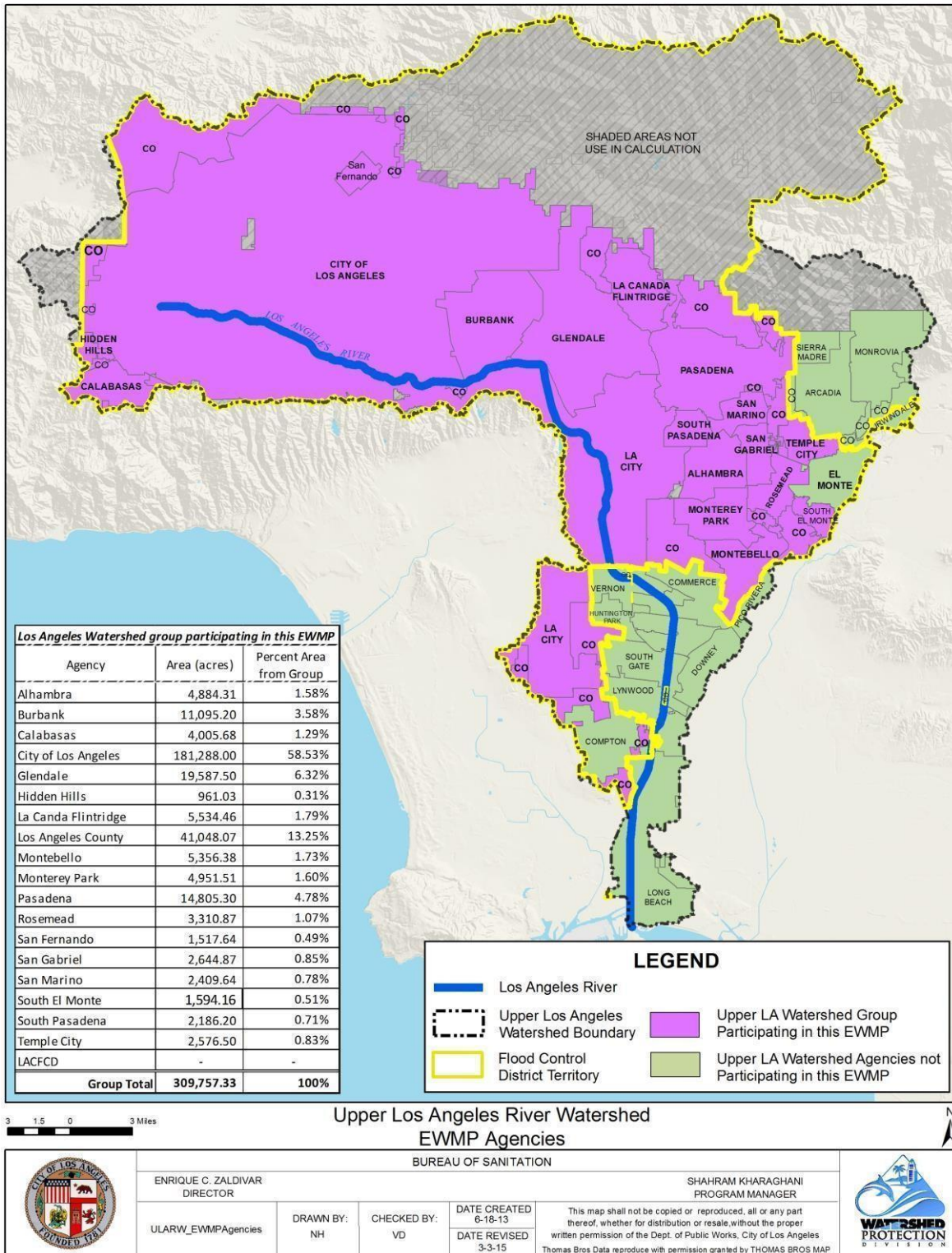


EXHIBIT E

Reconciliation Template

[the line items shown in this Exhibit are placeholders and are subject to change]

CIMP COMPONENT RECONCILIATION

CIMP Component - General Monitoring						
General Monitoring	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
Budget (MOA)	\$					
Actual	\$					
Total Remaining	\$					

CIMP Component - Non-Stormwater Monitoring						
Non-Stormwater Monitoring	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
Budget (MOA)	\$					
Actual	\$					
Total Remaining	\$					

CIMP Component - Total						
	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
Budget (MOA)	\$					
Actual	\$					
Total Remaining	\$					

WMP COMPONENT RECONCILIATION

WMP MOA Table Item	Budget (MOA)	Actual (To Date)	Anticipated (To End of MOA)	Balance
Annual Report	\$			
Adaptive Management	\$			
Los Angeles Report of Waste Discharge	\$			
ULAR LRS Funds	\$			
ULAR Trash Monitoring & Reporting Plan	\$			
Special Studies	\$			
ULAR 2017 Report of Waste Discharge (ROWD)	\$			
Total	\$			



City Council Agenda Report

Agenda Item No. 9.d.

DATE: May 24, 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. 23-52, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE VALLE LINDO SCHOOL DISTRICT TO PROVIDE SUMMER LEARNING RECOVERY SERVICES

SUMMARY: The proposed Memorandum of Understanding with Valle Lindo School District (VLSD) and City of South El Monte (City) will provide youth summer learning recovery services, under the Summer Partnership Program (SPP). Under this agreement, the City of South El Monte will receive up to \$139,600 from VLSD for providing summer learning afternoon enrichment services.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-52, approving a Memorandum of Understanding (MOU) with the Valle Lindo School District to provide summer learning afternoon enrichment services; and
2. Authorize City Manager or designee to execute MOU .

FISCAL/FINANCIAL IMPACT: Entering into the Memorandum of Understanding will result in the City receiving up to \$139,600 from VLSD for providing youth summer learning afternoon enrichment services in cooperation with the VLSD. The City's labor costs for the current fiscal year through June 30, 2023 have been budgeted. The additional costs for the period starting July 1, 2023 will be budgeted in the upcoming fiscal year. The revenues to be received will also be budgeted in the upcoming fiscal year.

DISCUSSION: The VLSD plans to use funding from the State program called The Expanded Learning Opportunities Program (ELO-P) to provide afterschool and summer school enrichment programs for transitional kindergarten through eighth grade. The ELO-P stands for before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the State Legislature that expanded learning programs are pupilcentered, results-driven, include community partners, and complement, but do not replicate, learning activities in

the regular school day and school year. The goal is to offer the highest quality expanded learning programming to students within the VLSD in an effort to help close the achievement gap. The ELO-P program requires the VLSD to provide a minimum of nine (9) hours per day of academic and enrichment activities for all the students enrolled in the program.

It was agreed, subject to MOU approval, that the City and the VLSD will partner for the second consecutive year and provide a Summer Partnership Program (SPP). The City will provide summer learning support and enrichment services for up to 200 students at one school site for five hours per day (Program runs from 1:00 p.m. to 6:00 p.m.) over thirty (30) program days. The City will assign Recreation Leaders to deliver the services at a supervision ratio of not more than one staff member to 25 students (1:25). The summer school site (Dean L. Shively) will be overseen by one school district administrator until 4:00 p.m. each day who will be present on campus. Should the amount of students exceed 200, the school district will provide additional administrators to meet the 1:25 ratio. VLSD shall pay the City of South El Monte a fee of \$139,600 (one hundred thirty-nine thousand, six hundred dollars) to deliver the above-described services.

The VLSD will offer a session from June 12th to July 28th, Monday through Friday and no school July 3rd to July 7th. The SPP is open to all students who attend school between kindergarten and seventh grade at no cost to students. The program will be held at Dean L. Shively Middle School and will operate from 7:30 a.m. - 1:00 p.m. Parents have the option of enrolling their student for half day (8:00 a.m. -1:00 p.m.) Academic & Foundational Skills provided by VLSD Staff or full day (8:00 a.m. – 1:00 p.m.) Academic & Foundational Skills provided by VLSD Staff and (1:00p.m. – 6:00p.m.) Afternoon Enrichment provided by City of South El Monte Staff. The VLSD will provide free meals to all students regardless of full day or half day enrollment. Breakfast will be served at 7:30 a.m. – 8:00 a.m. and lunch will be served from 11:00 a.m. - 1:00 p.m.

The City will provide learning afternoon enrichment services on the campus of Lean L. Shively School from 1:00 p.m. to 6:00 p.m. City staff will conduct a separate registration process and will be at no cost to the participants.

In addition, the City will offer a traditional summer camp for the first and last weeks of the students' summer break that are not covered by the SPP. The summer camp program will be held at the Community Center and conduct the registration process as usual. Please refer to Attachment C - 2023 City Summer Camp flyer and Attachment D - Summer Partnership Program flyer.

BACKGROUND: Each year the City provides a traditional Summer Camp for our youth. However, this year, as a result of a successful partnership with the VLSD last year and the district receiving the funding opportunity once again, staff is recommending the partnership approval. The SPP will continue to allow to leverage funds and create educational and learning experiences to the youth in the community. The City's traditional Summer Camp provides a safe and enriching environment for children ages 5 to 13. For discussion purposes, the typical offering by the City includes an 11-week program, which begins at the conclusion of VLSD's academic school year and ends at the commencement of the upcoming school year. The program is divided into two (2) groups; the first group consists of participants ages 5 to 8 and is held at the Mini Center and the second group consists of participants ages 9 to 13 and is held at the South El Monte Community Center. The Summer Camp operates Monday to Friday from 7:30 a.m.

and 6:00 p.m. and accommodates 80 participants. Registration is available to South El Monte residents for a two (2) week priority period, followed by open registration to non-residents. The Summer Camp fee has traditionally been based on a weekly registration rate. However, each week must be paid in full prior to attending. The resident rate for the camp is \$50 per participant with a sibling discount of \$10 and \$100 per participant for non-residents with no sibling discount.

To provide a traditional City summer camp program with the appropriate supervision, it is recommended to have a staff ratio of eight (8) participants per one (1) recreation staff. Traditionally, the camp divides four (4) Senior Recreation Leaders and twenty (20) Recreation leaders into two (2) six hour working shifts providing coverage for the camp hours of operation.

The synergy of partnering with VLSD this year will provide additional revenue from the reimbursement by VLSD of \$139,600, while providing a program that is beneficial for our youth, for learning and educational opportunities.

Staff report prepared by Ariana De La Cruz, Recreation Manager.

ATTACHMENT(S):

- A. Resolution No. 23-50
- B. Memorandum of Understanding
- C. EXHIBIT A - Summer Partnership Program Flyer
- D. EXHIBIT B - City Summer Camp Flyer

ATTACHMENT A

RESOLUTION NO. 23-52

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE VALLE LINDO SCHOOL DISTRICT TO PROVIDE SUMMER LEARNING RECOVERY SERVICES

Section 1. The City Council hereby authorizes the City manager to execute the proposed MOU, with the Valle Lindo School District to provide summer learning enrichment services in partnership with the Valle Lindo School District, (the "MOU") in substantially the form attached to the staff report and as approved to form by the City Attorney.

Section 2. The City Council hereby authorizes the City of South El Monte to provide summer learning support and enrichment services for up to 200 students at one school site from 1:00 p.m. to 6:00 p.m. over 30 program days. The City of South El Monte will assign Recreation Leaders to deliver the services at a supervision ratio of not more than one staff member to 25 students (1:25). The summer school site (Dean L. Shively) will be overseen by one school district administrator until 4:00 p.m. each day who will be present on campus. Should the amount of students exceed 200, the school district will provide additional administrators to meet the 1:25 ratio.

Section 3. The City Council hereby authorizes the City of South El Monte to receive a payment in the amount of \$139,600 from the Valle Lindo School District to deliver the above described services.

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

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

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, hereby certifies that the foregoing Resolution, being Resolution No. 23-52, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 24th day of May 2023, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

MEMORANDUM OF UNDERSTANDING

Between
Valle Lindo School District
And
City of South El Monte

The Memorandum of Understanding (MOU) that follows is a formal agreement between Valle Lindo School District (herein referred to as VLSD) and City of South El Monte to provide summer learning enrichment services in partnership with the VLSD. The goal of City of South El Monte programs is to provide the highest quality expanded learning programming to students within the VLSD in an effort to help close the achievement gap.

It is agreed that the City of South El Monte will provide summer learning afternoon enrichment services on the campus of Dean L. Shively School for up to 200 students from 1:00pm to 6:00pm over 30 program days. The City of South El Monte will assign program leaders to deliver the services at a supervision ratio of not more than one staff member to 25 students (1:25). The summer school site (Dean L. Shively) will be overseen by one school district administrator until 4 p.m. each day who will be present on campus. Should the amount of students exceed 200, the school district will provide additional administrators to meet the 1:25 ratio.

VLSD shall pay the City of South El Monte a fee of \$139,600 (ONE HUNDRED THIRTY NINE THOUSAND, SIX HUNDRED DOLLARS) to deliver the above described use and services. This amount includes craft supplies and food supplies that will be provided by the City of South El Monte. The City of South El Monte shall invoice VLSD for the total amount upon execution of this MOU.

TERM

This MOU shall become effective immediately when signed by both parties and remain in effect until both parties have fulfilled all obligations of this MOU at the conclusion of the Summer of 2023.

TERMINATION

Unless otherwise terminated as provided below, this MOU shall continue in force during the Term, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

If the VLSD makes a good faith, reasonable determination that the City of South El Monte is in default of its obligations under this MOU, VLSD must provide the City of South El Monte with a written request to cure the default. If the VLSD reasonably believes that the default has not been cured within thirty (30) days of such written request to cure, then the VLSD shall have the right to immediately terminate this MOU upon written notification to the City of South El Monte.

If at any time during the performance of this MOU, the VLSD determines, at its sole discretion, to suspend indefinitely or abandon the work under this MOU, the VLSD shall have the right to terminate the performance of City of South El Monte's services hereunder by giving thirty (30) days written notification to the City of South El Monte of its intention to terminate.

INDEMNIFICATION

City of South El Monte shall indemnify, pay for the defense of, and hold harmless VLSD and its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of City of South El Monte's negligent or willful acts and/or omissions in rendering any services hereunder. City of South El Monte shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning City of South El Monte or any employee of the City of South El Monte and shall further indemnify, pay for the defense of, and hold harmless VLSD of and from any such payment or liability arising out of or in any manner connected with City of South El Monte's performance under this MOU.

The VLSD shall indemnify, pay for the defense of, and hold harmless City of South El Monte and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the VLSD's negligent or willful acts and/or omissions in relation to this MOU.

SUBCONTRACT AND ASSIGNMENT

Neither party shall assign its rights, duties, or privileges under this MOU, nor shall either party attempt to confer any of its rights, duties or privileges under this MOU on any third party, without the written consent of the other party.

INDEPENDENT CORPORATION STATUS

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

CALIFORNIA LAW

This MOU shall be governed by and the rights, duties, and obligation of the parties shall be determined and enforced in accordance with the laws of the State of California.

AMENDMENT

This MOU may be amended only by a written instrument signed by duly authorized representatives of the VLSD and City of South El Monte.

SEVERABILITY

The invalidity in whole or in part of any provision of this MOU shall not void or affect the validity of any other provision of this MOU.

AUTHORIZATION

The individuals signing below confirm they are authorized to bind their respective organizations.

IN WITNESS THEREOF, City of South El Monte and the Valle Lindo School District have executed this Memorandum of Understanding as of the dates indicated below.



VALLE LINDO SCHOOL DISTRICT

4/17/2023
DATE

Memorandum of Understanding
Valle Lindo School District

Rene Salas, City Manager
CITY OF SOUTH EL MONTE

DATE

DRAFT

ATTACHMENT C

EXHIBIT B

CITY OF SOUTH EL MONTE COMMUNITY SERVICES DEPARTMENT

SUMMER CAMP 2023

SIGN UP FOR A SUMMER OF FUN AND ADVENTURE. FEES FOR THE WEEKS OF CAMP YOUR CHILD ATTENDS MUST BE PAID IN FULL IN ORDER TO BE GUARANTEED A SPACE. REGISTRATION IS LIMITED AND IS ON A FIRST-COME, FIRST-SERVED BASIS. INCLUDED IN YOUR REGISTRATION FEE WILL BE A HEALTHY AFTERNOON SNACK, GAMES AND ACTIVITIES, AND SWIMMING.



CAMP INFORMATION

GRADES KINDER - 8TH
MONDAY - FRIDAY
7:30 AM - 6:00 PM

WEEK 1: JUNE 5TH - JUNE 9TH
WEEK 2: JULY 3RD - JULY 7TH (NO CAMP 7/4)
WEEK 3: JULY 31ST - AUGUST 4TH
WEEK 4: AUGUST 7TH - AUGUST 11TH
WEEK 5: AUGUST 14TH - AUGUST 18TH

**Parks
Make
Life
Better!**



 SEM_PARKSANDREC

REGISTRATION INFORMATION:

RESIDENTS: BEGINNING MAY 1, 2023

 (SIBLING DISCOUNT AVAILABLE)

NON-RESIDENTS: BEGINNING MAY 15, 2023

NON-RESIDENT FEE: \$100/WEEK

REGISTER AT THE COMMUNITY CENTER
1530 CENTRAL AVE.
MONDAY - FRIDAY / 1:00 PM - 8:30 PM

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

ATTACHMENT D

EXHIBIT B

CITY OF SOUTH EL MONTE COMMUNITY SERVICES DEPARTMENT

SUMMER CAMP 2023

SIGN UP FOR A SUMMER OF FUN AND ADVENTURE. FEES FOR THE WEEKS OF CAMP YOUR CHILD ATTENDS MUST BE PAID IN FULL IN ORDER TO BE GUARANTEED A SPACE. REGISTRATION IS LIMITED AND IS ON A FIRST-COME, FIRST-SERVED BASIS. INCLUDED IN YOUR REGISTRATION FEE WILL BE A HEALTHY AFTERNOON SNACK, GAMES AND ACTIVITIES, AND SWIMMING.



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1530 CENTRAL AVE.
MONDAY - FRIDAY / 1:00 PM - 8:30 PM

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



City Council Agenda Report

Agenda Item No. 9.e.

DATE: May 24, 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. 23-53, APPROVING AGREEMENT WITH MOSS, LEVY & HARTZHEIM LLP FOR AUDITING SERVICES

SUMMARY: Staff is seeking approval to enter into a three-year agreement with Moss, Levy & Hartzheim (MLH) to obtain auditing services.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-53, approving agreement with MLH for auditing services; and
2. Authorize City Manager or designee to negotiate and execute agreement.

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

Moss, Levy & Hartzheim Proposal				
Services	FY2023	FY2024	FY2025	Total
City Audit and Related Reports	\$ 29,048	\$ 29,806	\$ 30,565	\$ 89,419
Single Audit	6,500	6,600	6,700	19,800
Financial & Single Audit Total	35,548	36,406	37,265	109,219
Safe Clean Water Program Fund Audit	2,500	2,600	2,700	7,800
New Audit Requirement Total	2,500	2,600	2,700	7,800
Preparation of the State Controller's Report	1,500	1,550	1,600	4,650
Preparation of the Street Report	1,000	1,050	1,100	3,150
Optional Services Total	2,500	2,600	2,700	7,800
Grand Total	\$40,548	\$41,606	\$42,665	\$124,819
Van Lant & Fankhanel Proposal				
Services	FY2023	FY2024	FY2025	Total
City Audit and Related Reports	\$ 40,000	\$ 40,800	\$ 41,500	\$ 122,300
Single Audit	3,100	3,200	3,300	9,600
Financial & Single Audit Total	43,100	44,000	44,800	131,900
Safe Clean Water Program Fund Audit	4,500	-	-	4,500
New Audit Requirement Total	4,500	-	-	4,500
Preparation of the State Controller's Report	3,000	3,100	3,200	9,300
Preparation of the Street Report	1,500	1,600	1,700	4,800
Optional Services Total	4,500	4,700	4,900	14,100
Grand Total	\$52,100	\$48,700	\$49,700	\$150,500
Vasquez & Company Fee Increase Proposal				
Services	FY2023	FY2024	FY2025	Total
City Audit and Related Reports	\$ 46,841	\$ 48,808	\$ 50,829	\$ 146,478
Single Audit	6,259	6,446	6,366	19,071
Financial & Single Audit Total	53,100	55,254	57,195	165,549
Safe Clean Water Program Fund Audit	-	-	-	-
New Audit Requirement Total	-	-	-	-
Preparation of the State Controller's Report	5,300	5,618	5,955	16,873
Preparation of the Street Report	2,500	2,650	2,809	7,959
Optional Services Total	7,800	8,268	8,764	24,832
Grand Total	\$60,900	\$63,522	\$65,959	\$190,381

DISCUSSION: On January 11, 2022, the City Council adopted Resolution No. 22-03 awarding a three-year agreement to Vasquez & Company LLP (Vasquez) with two one-year extension options to obtain auditing services. On September 6, 2022, Vasquez informed the City that due to a significant increase in cost, Vasquez would like to adjust its fees. On February 15, 2023, staff presented the requested fee increase from Vasquez to City Council. The item was continued to the February 28, 2023, City Council meeting. However, staff was not able to bring back the item as Vasquez had requested to terminate the agreement.

On March 14, 2023, staff obtained permission from City Council to solicit a Request for Proposals (RFP) for auditing services (Attachment B). On March 15, 2023, staff reached out to thirteen (13) firms with the RFP (Attachment D) plus Vasquez for a total of fourteen (14) firms. On April 5, 2023, staff posted an Addendum to the RFP to add the Safe Clean Water Program Fund Audit to the scope of the auditing engagement (Attachment C). The RFP had an applicant question submittal deadline of April 6, 2023. Staff did not receive any questions. The RFP had an applicant proposal submittal deadline of April 13, 2023. Staff did not receive any proposals.

Because staff did not receive any questions or proposals, staff reached out to all qualified candidates from the previous RFP conducted on November 10, 2021 as follows:

Van Lant & Fankhanel (VLF)
Moss, Levy & Hartzheim (MLH)
Badawi & Associates

Staff was able to solicit updated fee proposals from VLF (Attachment E) and MLH (Attachment F) but not from Badawi & Associates.

VLF's proposed fees for the three-year engagement, including the additional scope for the Safe Clean Water Program Fund Audit, preparation of the State Controller's Report, and preparation of the Annual Street Report, were \$150,500. MLF proposed fees for the three-year engagement, including the additional scope for the Safe Clean Water Program Fund Audit, preparation of the State Controller's Report, and preparation of the Annual Street Report, were \$124,819. The cost differential is \$25,681. Because this is a professional service engagement, cost is not the determining factor, but the qualification of the auditor and the overall best value perceived by the City would be the determining factor. VLF was the City's independent auditor for five years, or for the fiscal years ended June 30, 2013 through June 30, 2017. MLH has not audited this City before but is also qualified to do so. Although VLF has more experience auditing this City, which could add value to their service, staff is recommending City Council to award the contract to MLH due to the cost differential.

ATTACHMENT(S):

- A. Resolution No. 23-53
- B. RFP for Auditing Services March 15, 2023
- C. Addendum to RFP
- D. CPA Firm Contact List
- E. Letter from Van Lant & Fankhanel, LLP
- F. Letter from Moss, Levy & Hartzheim, LLP
- G. Draft Agreement with Moss, Levy & Hartzheim, LLP

ATTACHMENT A

RESOLUTION NO. 23-53

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT BETWEEN THE CITY AND MOSS, LEVY & HARTZHEIM LLP FOR AUDITING SERVICES

WHEREAS, the City of South El Monte issued a Request for Proposals for Auditing Services on March 15, 2023; and

WHEREAS, no proposal responses were received by the April 13, 2023, deadline; and

WHEREAS, staff reached out to the all qualified candidates who submitted proposal to the previous Request for Proposals for Auditing Services on November 10, 2021; and

WHEREAS, Moss, Levy & Hartzheim submitted the lowest bid and is qualified to perform those services; and

WHEREAS, the City Council now wishes to enter into an agreement with Moss, Levy & Hartzheim for auditing services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South El Monte as follows:

Section 1. The City Council hereby authorizes the City Manager to execute a professional services agreement (“Agreement”) with Moss, Levy & Hartzheim LLP, to provide auditing services for the City, approved as to form by the City Attorney

Section 2. The City Manager are hereby directed to take all actions necessary to enter into and effectuate the Agreement.

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

PASSED, APPROVED AND ADOPTED this 24th day of May 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. 23-53, was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 24th day of May 2023, and that said Resolution was adopted by the following vote:

AYES: Councilmember(s)
NOES: Councilmember(s)
ABSENT: Councilmember(s)
ABSTAIN: Councilmember(s)

Donna G. Schwartz, City Clerk

Request For Proposals

To Provide Auditing Services for the City of South El Monte



RFP Release Date: Wednesday, March 15, 2023

RFP Response Due: Thursday, April 13, 2023, 4:00 p.m.

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	Responsibilities of City
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	Record Retention
	Record Access
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	Proposal Outline to be Submitted
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	Fees
	References
V.	Questions
VI.	General Information
VII.	Insurance Requirements
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	Appendix B- Sample of Professional Services Agreement

I. General Information

Community Profile

Incorporated in 1958, the City of South El Monte is an industrial community of approximately 20,000 residents, encompassing 2.3 square miles. The City is located approximately 13 miles east of downtown Los Angeles and is adjacent to two major freeways and a major State Route in the San Gabriel Valley.

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

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

II. Purpose & Description Management Support Services

The City of South El Monte consists of a five-member elected City Council (with elected Mayor) and an appointed City Manager. There are seven departments: Administration, City Clerk (appointed by Council), City Attorney (appointed by Council), Community Development, Community Services, Public Works, and Finance. The Management Team consists of the following:

City Manager – Rene Salas

City Clerk – Donna Schwartz

City Attorney – Anthony R. Taylor (employed by law firm of Aleshire & Wynder, LLP)

Community Development Director – Vacant

Public Works Director – Vacant

Finance Director – Masami Higa

The assets and liabilities of the South El Monte Business Improvement City were transferred to the Successor Agency to the South El Monte Business Improvement City on February 1, 2012 as a result of the dissolution of the former redevelopment agency's under AB x1 26 as amended. The City is acting in a fiduciary capacity for the assets and liabilities.

In terms of the City's fund structure, the City maintains approximately 30 individual governmental funds. There are no proprietary funds. The City maintains one private-purpose trust fund to account for the Successor Agency.

The City's Financial Statements are available on the City's website.

It is management's goal to prepare the Annual Comprehensive Financial Report (ACFR) to the extent possible. As part of the firm's response to this RFP, it is strongly suggested that consideration be given to how this goal can be accomplished by management in the near term.

Budget

The annual budget is adopted by City Council by June 30 of each fiscal year and include proposed expenditures and the means of financing them for all active funds. The annual budget provides for the general operations of the City and, as appropriate, its near-term and long-term goals and objectives. To the best of the City's abilities, recurring revenues are applied towards recurring expenditures and non-recurring revenues are applied towards non-recurring expenditures. Budget amendments must be approved by City Council and actual expenditures must not exceed appropriation at the fund level. The City Manager is authorized to make budget allocation within funds but City Council must approve all budget amendment at the fund level.

The City's Budget Books are available on the City's website.

The FY2022-23 City-wide adopted budget is \$35,173,178 with a deficit of \$279,972 as summarized below:

Fund Group	Revenues	Expenditures	City-Wide Net
General Fund	\$ 24,050,621	\$ 19,247,053	\$ 4,803,568
Special Revenue Funds	10,842,585	15,926,125	(5,083,540)
Total	\$ 34,893,206	\$ 35,173,178	\$ (279,972)

III. Scope of Services

The selected firm shall conduct independent audits of Financial Statements and Schedule of Expenditures of Federal Awards both prepared by management as required under GAAS and GAGAS.

The selected firm shall also format and print the Audited Financial Statements for the City. The City typically requires 20 copies of each report and an electronic copy. The quantity may be increased or decreased depending on actual need.

The selected firm shall meet with the City Manager and Director of Finance annually and provide Management Letters of recommendations to those charged with governance. Management Letters shall describe suggested improvements in internal control, accounting procedures, and other significant observations or reportable conditions.

The selected firm shall make itself available to the City throughout the engagement as an information resource for:

- o Financial statements preparation and disclosures;
- o Interpreting and understanding GASB pronouncements;
- o New developments, trends, and changing requirements pertaining to auditing and accounting standards;
- o Interpretations of federal and state rules and regulations; and
- o Impact of new or existing tax laws.

As appropriate, the selected firm shall assist the City to meet all the eligibility requirements of the Governmental Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting Program.

As requested by the City, the selected firm shall be available to present the audit plan prior to beginning field work and to present all final reports to the Director of Finance, City Manager, and City Council.

Additional on-going annual auditing services needed due to regulation changes or future voter approved measures shall be quoted separately and added to the contract as amendments.

Responsibilities of Selected Firm

During audits, the selected firm shall promptly report to the Director of Finance and City Manager regarding any conditions, transactions, situations, or circumstances encountered which would impede or impair the proper conduct of the audit, or which would seem to warrant a special investigation or report in more detail than that which is necessary to perform the standard audit. The selected firm shall take all steps necessary to safeguard any data, files, reports or information from loss, destruction, or erasure. Any costs or expenses of replacing, or damages resulting from the loss of such data, shall be borne by the auditor.

The selected firm shall maintain adequate staff to perform as required by the agreement resulting from this solicitation.

Responsibilities of City

The preparation of the Financial Statements is the responsibility of the City. However, the City will rely on the selected firm to produce the reports using their own technical resources. At such time that the City and selected firm can jointly produce a ACFR, it shall be the responsibility of the City to provide the introductory, management's discussion and analysis, required supplementary information, and statistical data.

Auditing Standards

Financial auditing shall be performed in accordance with:

1. Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants;
2. The standards applicable to financial audits contained in Government Auditing Standards (current edition), issued by the Comptroller General of the United States;

3. The provisions of the Single Audit Act;
4. When applicable, provisions of other laws or regulations required to be followed by the federal government, State of California, or County of Los Angeles.

The foregoing standards ensure that the audit will be planned and performed to obtain reasonable assurance about whether the general-purpose financial statements are free of material misstatement. The audit shall include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. The audit shall also include assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation.

Auditing Schedule

The City shall typically close the prior fiscal year's books by September 30th of each year. An interim on-site visit shall occur for one week during June of each year; and the financial audit engagement shall be scheduled no later than October 1st of each year, unless a mutual agreement is reached between the City and the selected firm on a later audit start date. It is understood that the actual audit schedule will be negotiated annually to adjust for mutual staff availability. An exit interview shall be conducted at the end of the final on-site audit. Auditing reports and Management Letter(s) shall be provided to the City no later than three weeks following the exit interview. The selected firm shall complete and deliver the City's Financial Statements to the City by no later than December 15th of each year.

Record Retention

All working papers and reports shall be retained, at the selected firm's expense, for a minimum of three years (or the retention timeframe established by the professional standards, whichever is longer), unless the firm is notified in writing by the City of South El Monte of the need to extend the retention period.

Record Access

Working papers and reports shall be made available upon request of the City, any federal or state agency, and other individuals designated by the City. The selected firm shall also respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers.

IV. INFORMATION TO BE INCLUDED IN THE QUALIFICATIONS SUBMITTAL

PROPOSAL OUTLINE TO BE SUBMITTED

The proposal shall be organized and submitted with the following elements:

- **Cover page**
- **Table of Contents**
- **Executive Summary**

Provide a brief summary describing the proposer's ability to perform the work requested, a history of the proposer's background and experience providing services, the qualifications of the proposer's personnel to be assigned to City, any subcontractor, sub consultants, and/or suppliers and a brief history of their background and experience, and any other information called for by this request for proposal which the proposer deems relevant, including restating any exceptions to this request for proposal. This summary should be brief and concise to apprise the reader of the basic services offered, experience and qualifications of the proposer, staff, subcontractors, and/or suppliers. Note, the City does not allow proposers to use the City Seal on proposals.

- **Questionnaire/Response to Scope of Services**

Proposer shall provide responses and information to fully satisfy each item in the Questionnaire (see section V below). Each question item should be presented before the proposer's response.

- **Attachments**

Questionnaire

A. Company and General Information

- Company name and address.
- Letter of transmittal signed by an individual authorized to bind the respondent, stating that the respondent has read and will comply with all terms and conditions of the RFP.
- General information about the primary contact that would be able to answer questions about the proposal. Include name, title, telephone number and email address of the individual.
- Appendix A, Certification of Proposal to City
- Appendix B, Sample Professional Services Agreement

- Appendix C, Scope of Services

B. Qualifications and Experience of the Firm

- Firm’s history and organizational structure, including the size of the firm, location of offices, years in business, organizational chart, name(s) of owner(s) and principal parties, and number and position titles of staff.
- The primary business of the parent company and/or affiliates.
- Office(s) of your organization with primary responsibility for managing the audit.
- Firm’s experience providing auditing and accounting services, including the cities for which you have provided these services in the last five years.
- Other areas that may make the firm different from competitors.

C. Qualifications and Experience of Proposed Staff

- The qualifications of staff proposed for the assignment, position(s) in the firm, and types and amount of equivalent experience, including any municipal agencies with which they have worked in the past three years and their level of involvement. The resume(s) of the personnel who will be assigned to this project.

Fees

Please provide three copies in a separate envelope marked “Fees.”

Fees for the proposed service, which should be detailed by service and include financial audit and single audit for each of the three fiscal years—2022-23, 2023-24 and 2024-25.

- Outline billing and payment expectations, including timing and method of payment.
- Any additional fees not already detailed above.
- A specific “not to exceed” fixed fee including associated fees (i.e., printing costs, attendance at meetings, travel).

References

Provide a list of the municipal agencies for which the respondent has conducted any type of auditing services within the past three years.

The Consultant should provide a list of at least three municipal agencies.

V. QUESTIONS

Questions with regard to this RFP should be submitted by e-mail to Masami Higa, Director of Finance, at mhiga@soelmonte.org by 4:00 P.M. PDT on April 6, 2023. All firms sending questions will receive responses to all questions and any other addenda that may be released via e-mail by April 13, 2023.

VI. GENERAL INFORMATION

The Consultant is expected to establish and maintain a working relationship with City Staff throughout the duration of the agreement. The City shall not pay any cost incurred in the preparation of a response to this Request for Proposal.

VII. INSURANCE REQUIREMENTS

The City will require the successful Consultant to acquire and maintain workers' compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance (errors & omissions) coverage relating to Consultant's services to be performed covering the City's risks in a form subject to the approval of the City Attorney and/or City's insurance advisor. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$2,000,000 per accident for bodily injury or disease
Commercial General Liability	\$2,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$2,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to Consultant's vehicle usage in performing services hereunder)
Professional Liability	\$2,000,000 per claim and (Errors & Omissions Liability)

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the City as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

The Consultant shall agree to include with all subcontractors in their subcontracts the same requirements and provisions including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Consultant shall agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors.

The Consultant shall furnish the City with certificates and copies of information or declaration pages of the insurance required and with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or **reduction in per occurrence limits** before the expiration of 30 days (ten days for nonpayment) after City shall have received written notification of cancellation in coverage or **reduction in per occurrence limits** by first class mail;
- (b) Naming the City of South El Monte its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
- (c) Providing that Consultant's insurance coverage shall be primary insurance with respect to City and, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by City for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of Consultant's insurance and not contributory with it. Consultant and its insurer may not seek contribution from City's insurance or self-insurance.

The limits of insurance required 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 insurance or self-insurance may be called upon to protect City as a named Insured.

All self-insured retentions (SIR) must be disclosed to City for approval and shall not reduce the limits of liability coverage. Policies containing an SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Consultant/Named Insured or City.

The City reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City. Subcontractors shall further agree to include the same requirements and provisions, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions shall be furnished to any subcontractor upon request.

The Consultant shall maintain insurance to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following completion of this project or service. In the event the Consultant fails to obtain or maintain completed operations coverage as required by the City at its sole discretion may purchase the coverage required and the cost will be paid by Consultant.

VIII. PROPOSAL REVIEW

The City's designated staff will evaluate proposals received. During the review process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from those that submit proposals or allow corrections of errors or omissions. Any and all changes in the RFP will be made by written addendum, which shall be issued by the City to all proposers who have responded to the RFP by the deadline.

The City reserves the right to retain all proposals submitted. Submission of a proposal indicates the firm's acceptance of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the consultant selected.

The preparation of the RFP will be at the total expense of the Proposer. There is no expressed or implied obligation for the City to reimburse responding proposers for any expense incurred in the preparation of proposals in response to this RFP. All proposals submitted to the City shall become properties of the City and will not be returned.

The City reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the City.

To be considered, proposers must provide **five bound copies, one unbound copy, and a single Microsoft Excel and PDF file** of the Proposal for Auditing Services that can be made available to City staff. The materials should be contained in a sealed envelope with the name of the company submitting the proposal, and the title of "Auditing Services." The materials should be delivered no later than 4:00 P.M. PDT on April 13, 2023 to:

City of South El Monte
Attention: Donna Schwartz,
City Clerk
1415 N. Santa Anita Ave.
South El Monte, CA 91733

RFP Schedule

The City reserves the right to make changes to the below schedule, but the current schedule for the implementation of this bid process is as follows:

Request for Proposal Release	March 15, 2023
Question Submittal Deadline	April 6, 2023
City Response to Questions	Through April 13, 2023
Submittal Deadline (Date proposals must be received by City)	April 13, 2023
Finalists Selected	April 20, 2023
Presentations / Interview	Week of April 24 th
Consultant Selection/Contract approved by City Council	May 2023

Evaluation of Proposals

A team comprised of City staff, will be responsible for the bid evaluations. This team, in accordance with the criteria listed below, will evaluate all proposals received as specified. The City team members, in applying the major criteria to the proposals, may consider additional criteria beyond those listed. During the evaluation period, the team may elect to interview some or all the proposing firms. The interview will include City staff and the Councilmembers servicing on the Finance Sub-Committee.

The final selection will be the firm which, in the City's opinion, is the most responsive and responsible, meets the City's requirements in providing this service, and is in the City's best interest. The City maintains the sole and exclusive right to evaluate the merits of the proposals received.

Consultants will be objectively evaluated based on their responses to the scope outlined in the RFP. The written proposal should clearly demonstrate how the firm could best satisfy the requirements of City.

Proposals will be evaluated based on the following criteria:

- Thoroughness and understanding of the tasks to be completed.
- Background and experience in organizational analysis evaluation.
- Staff expertise and overall experience of personnel assigned to the work.
- Time required to accomplish the requested services.
- Responsiveness to requirements.
- Recent public sector experience, preferably in a municipal setting, conducting similar studies.
- Costs.

Although price for the services will be an important part of the consideration for award the City will consider the consultant's qualifications, expertise and level of professional service and advice in the award of the auditing contract.

IX. CONSULTANT AGREEMENT

A sample of the City's Professional Services Agreement is provided in this RFP as **Attachment B**. Your proposal shall contain a statement of the firm's willingness to execute the contract with an indication of any changes to the contractual requirements.

END OF RFP

APPENDIX A

CERTIFICATION OF PROPOSAL TO THE CITY

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposals (RFP), dated April 13, 2023 and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the firm and that the firm is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all the commentary, figures and data required by the Requests for Proposal dated March 15, 2023.
5. This firm has carefully read and fully understands all the items contained in Request for Proposal for Auditing Services.
6. The proposal by this firm is an irrevocable offer; it shall be valid for 90 days from April 13, 2023, unless both parties mutually agree to extend date.

Name of firm: _____

By: _____
(Authorized Signature)

Type Name: _____

Title: _____

Date: _____

APPENDIX B

SAMPLE OF PROFESSIONAL SERVICES AGREEMENT

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

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

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this ____ day of _____, 2023 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation (“City”) and _____, _____ (“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 _____ Dollars (\$_____) (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 _____ 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 ____ 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 [_____ or] such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or

control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees and that Consultant issues or will issue a W-2 to such personnel.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in

an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be

endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall

be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

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

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

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

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

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in

connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

- (a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;
- (b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;
- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable

costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement,

and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder

unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: _____

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

☐

PARTNER(S) ☐ LIMITED

☐

GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

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

SIGNER IS REPRESENTING:

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

- I.** Consultant will perform the following Services:
- A.
 - B.
 - C.
- II.** As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:
- A.
 - B.
 - C.
- III.** In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:
- A.
 - B.
 - C.
- IV.** All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- V.** Consultant will utilize the following personnel to accomplish the Services:
- A.
 - B.
 - C.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

DRAFT

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

		RATE	TIME	SUB-BUDGET
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____

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 1.9.

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

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

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

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

EXHIBIT “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>
A.	Task A	_____	_____
B.	Task B	_____	_____
C.	Task C	_____	_____

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

- A.
- B.
- C.

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

ATTACHMENT C



CITY OF SOUTH EL MONTE

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



DATE: April 5, 2023

TO: Responders to Request for Proposals (RFP) to Provide Auditing Services

FROM: City of South El Monte Finance Department

SUBJECT: Addendum 1 – Clarification on Scope of Engagement

The City would like to provide some clarification on the scope of the engagement. The auditing services sought are as follows:

1. Annual Comprehensive Financial Report (ACFR) Audit
2. Single Audit
3. Safe Clean Water Program Fund Audit

The Single Audit is required for fiscal years in which the City expends \$750,000 or more of federal assistance. The City believes it will be subject to the Single Audit each year over the next three years.

The City's Safe Clean Water Program Fund was created in fiscal year 2021 to record the activities funded by the Los Angeles County Measure W for safe clean water projects. Revenues and expenditures incurred to date are as follows:

City of South El Monte			
Safe Clean Water Program Fund			
		Audited	Audited
		6/30/21	6/30/22
			Forecast
		6/30/21	6/30/22
		6/30/23	
REVENUES			
	Use of money and property	\$ -	\$ 3,421
	Intergovernmental	734,203	3,644,912
	TOTAL REVENUES	734,203	3,648,333
EXPENDITURES			
	Public works	6,670	82,652
	TOTAL EXPENDITURES	6,670	82,652
	NET CHANGE IN FUND BALANCE	727,533	3,565,681
	FUND BALANCE - BEGINNING OF YEAR	-	727,533
	FUND BALANCE - END OF YEAR	\$ 727,533	\$ 4,293,214
			\$ 4,726,383

The Los Angeles County Flood Control District (LACFD), pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding projects and programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the district.

Per City's agreement with the LACFD for receiving SCW program funds, the City is responsible for obtaining an independent audit to determine compliance with the terms and conditions of its agreements and chapters 16 and 18 of the LACFD Code. The City is required to file a copy of the audit report by the ninth (9th) month from the end of each three (3) year period to detail the preceding three (3) years of expenditures and posted on the LACFD's website. For example, for the fiscal year ended 6/30/21, audit begins 7/1/23, and the audit report is due to LACFD no later than 3/31/24.

Please consider this document in preparation of your proposal response.

ATTACHMENT D

COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER
2021-23 Master Agreement Firms (CPAs) - Contact Information

	FIRM	STREET ADDRESS	Phone
1	BCA Watson Rice LLP	2355 Crenshaw Boulevard, Suite 150 Torrance, CA 90501	(212) 447-7300
2	Conrad LLP	23702 Bircher Drive Lake Forest, CA 92630	(949) 552-7700
3	Davis Farr, LLP	18201 Von Karmon Avenue, Suite 1100 Irvine, CA 92612	(949) 474-2020
4	Eide Bailly LLP	10681 Foothill Boulevard, Suite 300 Rancho Cucamonga, CA 91730	(909) 466-4410
5	Jones & Company Professional Consultants	515 South Flower Street, Suite 1823 Los Angeles, CA 90071	(213) 318-4987
6	M.R. Grant, CPA, An Accountancy Corporation	6333 Wilshire Blvd., Suite 511 Los Angeles, CA 90048	(323) 655-7455
7	Macias Consulting Group, Inc.	902 Hogarth Court EL Dorado Hills, CA 95762	(916) 618-4551
8	Macias Gini & O'Connell LLP	700 S. Figueroa St., Suite 800 Los Angeles, CA 90017	(213) 408-8700
9	Moss, Levy & Hartzheim, LLP	5800 Hannum Ave., Suite E Culver City, CA 90230	(310) 670-2745
10	Qiu Accountancy Corporation	139 S. Hudson Avenue, Suite 300 Pasadena, CA 91101	(626) 460-8000
11	Simpson & Simpson, LLP	633 W. 5th Street, Suite 3320 Los Angeles, CA 90071	(213) 736-6664
12	Turner, Warren, Hwang & Conrad Accountancy Corporation	100 North First Street, Suite 202 Burbank, CA 91502	(818) 954-9700
13	Williams, Adley and Company-CA, LLP	7677 Oakport Street, Suite 1000 Oakland, CA 94621	(510) 893-8114



April 18, 2023

Masami Higa, Director of Finance
City of South El Monte
1415 Santa Anita Avenue
South El Monte, CA 91733

Mr. Higa,

Van Lant & Fankhanel, LLP (VLF) is pleased to submit this addendum to our proposal dated December 1, 2021, to perform professional services for the City of South El Monte (City). We hope this proposal conveys our strong desire and qualifications to fulfill your requirements.

VLF is a local firm of Certified Public Accountants located in Murrieta, California. The principals of the firm (Brett Van Lant and Greg Fankhanel) have been providing governmental accounting and auditing services to California cities and special districts for over 40 years combined. VLF is dedicated to providing the highest level of experience and expertise in governmental accounting knowledge to ensure a smooth audit process, resulting in minimal disruption to the City's ongoing daily administrative operations.

We believe VLF is the best choice to provide annual audit services to the City of South El Monte for the following significant reasons:

- We have extensive experience auditing Cities of a similar size and scope.
- Significant Partner involvement throughout the audit engagement. Having the Audit Partners involved in all aspects of the audit assures continuity of the audit team each year.
- A complete understanding of the City's reporting requirements and deadlines. In addition, we assist a number of cities and other municipalities each year to obtain the GFOA award for excellence in financial reporting.
- Mr. Fankhanel is also a Certified Fraud Examiner which adds another level of expertise to the audit process. We have assisted many California cities and special districts in strengthening internal controls, and establishing effective policies and procedures.

What sets us apart from other audit firms? You are not just a number to us – every audit client is unique and important to our firm. As a smaller firm, we believe the personal service and attention we will provide cannot be duplicated at larger firms. While many firms have knowledgeable and experienced individuals on staff, the quality of each audit ultimately depends on the audit personnel involved in the daily audit process, including fieldwork and report preparation. With VLF, you will be dealing with Partner level personnel throughout the audit process, including fieldwork.

Van Lant & Fankhanel, LLP

29970 Technology Drive, Suite 105 A
Murrieta, CA 92563
909.856.6879

We take our responsibility as a service organization very seriously. We believe one the best services we can provide is to be available throughout the year to assist our clients with questions and keep them apprised on new accounting and financial reporting requirements. We encourage our clients to communicate questions or concerns, not only during the audit process, but as they arise at any time during the year. You will have access to the audit partners on a daily basis, throughout each audit and each fiscal year.

Our proposed fees for the audit of the City for three fiscal years beginning with the 2022-23 fiscal year are as follows:

Service	Fiscal Year Ending June 30,		
	2023	2024	2025
City Audit and Related Reports	\$ 40,000	\$ 40,800	\$ 41,500
Safe Clean Water Program Fund Audit	4,500	-	-
Single Audit	3,100	3,200	3,300
Total (not-to-exceed)	\$ 47,600	\$ 44,000	\$ 44,800
Optional Services			
Preparation of the State Controller's Report	\$ 3,000	\$ 3,100	\$ 3,200
Preparation of the Street Report	1,500	1,600	1,700
Total for Optional Services	\$ 4,500	\$ 4,700	\$ 4,900

This proposal is based on the current audit scope, and is made with the assumption that the City's books and records will be in a reasonably balanced condition and reconciled at the start of the audit and that the representations made to us during this proposal process will remain effective throughout our engagement. The above fees are based on the assumption that a Single Audit in accordance with the Uniform Guidance will include one major program. If testing of additional major programs is necessary, we will negotiate additional fees at that time.

We certify that VLF and the audit partners are properly licensed to practice in California. Should you have any questions regarding our proposal or desire additional information, please call Greg Fankhanel, CPA, at (909) 856-6879, or email at gfankhanel@vlfcpa.com.

Respectfully submitted,



Greg Fankhanel, CPA, Partner
Van Lant & Fankhanel, LLP

ATTACHMENT F

CITY OF SOUTH EL MONTE

FEE PROPOSAL

For the Fiscal Years Ending June 30, 2023, 2024, and 2025

=====

Submitted By:

Moss, Levy & Hartzheim, LLP
5800 Hannum Avenue, Suite E
Culver City, California 90230
Phone: (310) 670-2745
Fax: (310) 670-1689
CA License No. 6998
Email: bzeng@mlhcpas.com

Submitted On:

May 15, 2023

Contact Person:

Craig A. Hartzheim, CPA: Partner
Hadley Y. Hui, CPA: Partner
Wilson Lam, CPA: Partner
Bin Zeng: Principal

FEES NOT TO EXCEED DISCLOSED BELOW FOR EACH FISCAL YEAR

Name of Firm: Moss, Levy & Hartzheim, LLP
 Address: 5800 Hannum Avenue, Suite E
 City, State, Zip: Culver City, CA 90230
 Contact Name: Bin Zeng
 Contact Telephone Number(s): (310) 670-2745
 Contact Email Address: bzeng@mlhcpas.com

Classification	Quoted Rates	Estimated Hours	Fiscal Years		
			2022-23	2023-24	2024-25
Partner	\$ 175	55	\$ 9,625	\$ 9,790	\$ 9,955
Manager	135	85	11,475	11,730	11,985
Senior	115	90	10,350	10,620	10,890
Staff	95	95	9,025	9,310	9,595
Clerical	60	30	1,800	1,890	1,980
Grand Totals	Grand Totals	355	\$ 42,275	\$ 43,340	\$ 44,405
Discount			\$ (4,228)	\$ (4,334)	\$ (4,441)
Total			\$ 38,048	\$ 39,006	\$ 39,965

Classification	Fiscal Years		
	2022-23	2023-24	2024-25
Audit (ACFR) Fee	\$ 29,048	\$ 29,806	\$ 30,565
Measure W Audit	2,500	2,600	2,700
Single Audit **	6,500	6,600	6,700
Grand Totals	\$ 38,048	\$ 39,006	\$ 39,965

Optional: SCO FTR & SCO Street Report \$ 2,500 \$ 2,600 \$ 2,700

**Single Audit may not occur in each year of the contract term - subject to City's expending of current federal awards granted and any new additional awards received and expended in future years. We have priced one major program to test for this amount, an additional major program will be \$2,500.

I, the undersigned, certify I am duly authorized to represent the above-named firm and I am empowered to submit this bid. In addition, I certify I am authorized to contract with the City of South El Monte on behalf of the above-named firm.

Bin Zeng Principal May 15, 2023
 Name Title Date


 Signature

Moss, Levy & Hartzheim, LLP is an Equal Opportunity Employer

FEES (Continued)

DISCOUNT

Due to the current economic environment, Moss, Levy & Hartzheim, LLP has accepted the fact that for government entities to survive some of the revenue cutbacks, contractors will need to reassess their hourly fees or total estimate of costs. Therefore, we are reducing our total estimate fee to assist the City in these challenging economic times.

MANNER OF PAYMENT

Progress payments will be made based on the hours of work completed during the engagement and out-of-pocket expenses incurred in accordance with the firm's proposal. Interim billings shall cover a period of not less than one calendar month.

NOTIFICATION

No additional fees will be billed for the preparation of this proposal submitted by our firm.

RATES FOR ADDITIONAL PROFESSIONAL SERVICES

Our firm is always willing to perform additional work, as long this does not impede our independence as the City's Auditors. No work will be performed without the City's approval.

Classification	Years		
	2022-23	2023-24	2024-25
Partner	\$ 175	\$ 178	\$ 181
Manager	\$ 135	\$ 138	\$ 141
In-Charge (Supervisor/Senior)	\$ 115	\$ 118	\$ 121
Staff	\$ 95	\$ 98	\$ 101
Clerical	\$ 60	\$ 63	\$ 66

ATTACHMENT G

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

Moss, Levy & Hartzheim, LLP

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

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 24 day of May, 2023 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation (“City”) and Mos, Levy & Hartzheim, LLP (“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 Twenty-Five Thousand Dollars (\$125,000) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not to extent past December 31, 2025, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

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

4.4 Independent Consultant.

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

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services

to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium

paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

- (a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
- (b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;
- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and

detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the

public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in

violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

Moss, Levy & Hartzheim, LLP

By: _____
Name: Bin Zeng _____
Title: Principal _____

Address:
5800 Hannum Avenue Suite E
Culver City, California 90230

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.

EXHIBIT “A”

SCOPE OF SERVICES

- I.** Consultant will perform the following Services:
 - A. Annual Comprehensive Financial Report (ACFR) Audit
 - B. Single Audit
 - C. Safe Clean Water Program Audit
 - D. Preparation of the Cities' Financial Transactions Report filed with the California State Controller
 - E. Preparation of the Annual Street Report filed with the California State Controller
- II.** As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:
 - A. 5 bound copies and electronic copy (PDF) of the ACFR
 - B. 1 bound copy and electronic copy (PDF) of the Single Audit Report
 - C. 2 bound copy and electronic copy (PDF) of the Safe Clean Water Program Audit Report
- III.** In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:
 - A. Communication required or recommended between the auditor and those charged with governance and/or management under GAAS or GAGAS.
 - B. Briefing on any new auditing or accounting standards that the auditor believes management should be aware of.
 - C. Briefing on any new regulatory standards, tax laws, or industry best practices that the auditor would like to share with management for continuous improvement.
- IV.** All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

- V. Consultant will utilize the following personnel to accomplish the Services:
- A. Employees of Moss, Levy & Hartzheim, LLP.
 - B. Although unlikely, where a use of a specialist is needed, with prior permission from the City.

DRAFT

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

DRAFT

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

Services	FY2023	FY2024	FY2025	Total
City Audit and Related Reports	\$ 29,048	\$ 29,806	\$ 30,565	\$ 89,419
Single Audit	6,500	6,600	6,700	19,800
Financial & Single Audit Total	35,548	36,406	37,265	109,219
Safe Clean Water Program Fund Audit	2,500	2,600	2,700	7,800
New Audit Requirement Total	2,500	2,600	2,700	7,800
Preparation of the State Controller's Report	1,500	1,550	1,600	4,650
Preparation of the Street Report	1,000	1,050	1,100	3,150
Optional Services Total	2,500	2,600	2,700	7,800
Grand Total	\$40,548	\$41,606	\$42,665	\$124,819

- 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 1.9.**
- IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B. Line items for all materials and equipment properly charged to the Services.
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.**

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>
A.	Task A	6/30/23 Engagement	12/31/23 for ACFR, 3/31/24 for Single Audit
B.	Task B	6/30/24 Engagement	12/31/24 for ACFR, 3/31/25 for Single Audit
C.	Task C	6/30/25 Engagement	12/31/25 for ACFR, 3/31/26 for Single Audit

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

- A.** The auditor and management will work together to attach the final ACFR to the filings with the State Controller on a timely manner.
- B.** The auditor and management will work together to submit the Safe Clean Water Program Audit Report to the County on a timely manner.
- C.** The auditor and management will work together to upload the Single Audit Report to the Federal Audit Clearinghouse on a timely manner.

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



City Council Agenda Report

Agenda Item No. 11.a.

DATE: May 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: CONSIDER REQUEST FROM EPIPHANY CHURCH TO WAIVE ALL FEES RELATED TO STAFF TIME AND TEMPORARY USE PERMIT TO HOLD A PROCESSION ALONG CITY STREETS ON SUNDAY, JUNE 11, 2023

SUMMARY: The City received a letter from Dr. Humberto Ramos requesting fee waivers to hold a procession on city street.

RECOMMENDED ACTION: Staff recommends City Council consider the request made by Epiphany church to waive all city fees to hold a procession along city streets

FISCAL/FINANCIAL IMPACT: The total cost for service fees is \$315. This includes the need for 3 Code Enforcement Officers to perform traffic control duties from 3pm to 5pm on June 11th. The temporary use fee would be \$1,273.

DISCUSSION: City staff received a request from Dr. Humberto Ramos from Epiphany to conduct a procession on city streets from 3pm to 5pm on Sunday, June 11th.

The procession would travel from the parish parking lot south on Lidcomb, then east on Central, and south on Cogswell, then east on Maplefield, and north on Durfee, then west on Maplefield and back to the church.

They are expecting 50 to 60 people to accompany the procession. Program time is from 3pm to 5pm.

ATTACHMENT(S):

- A. Letter from Epiphany 5-11-23
- B. Procession Route 6-11-23



Epiphany Catholic Church

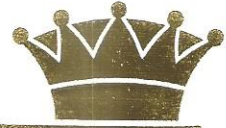
10911 E. Michael Hunt Dr.

South El Monte California 91733

Phone (626) 442-6262 Fax (626) 575-1738



May 11, 2023



Ms. Gloria Olmos, Mayor and
Honorable members of the City Council
1415 N. Santa Anita Ave.
South El Monte, CA 91733

Dear Ms. Olmos and City Council Members,

Our parishioners would like to hold a procession on Sunday afternoon, June 11, 2023 leaving the Church parking lot at 3:00 pm. The procession would travel from the parish parking lot south on Lidcombe; east on Central; south on Cogswell; east on Maplefield; north on Durfee; west on Michael Hunt to the church. The procession would not cross major streets. The procession will conclude at the church parking lot at 5:00 pm.

The event will consist of three vehicles and some pedestrians. One vehicle will lead the procession carrying a portable sound system. The second vehicle will be pulling a small float on trailer and the third would follow behind to provide and help anyone that may need help. Attached you will find a copy of the route above mentioned. We calculate that we may have 50 – 60 people accompanying behind the

We would request that the City Council waive the fees associated with the permit and whatever labor cost for traffic control by our code enforcement that the city deem necessary.

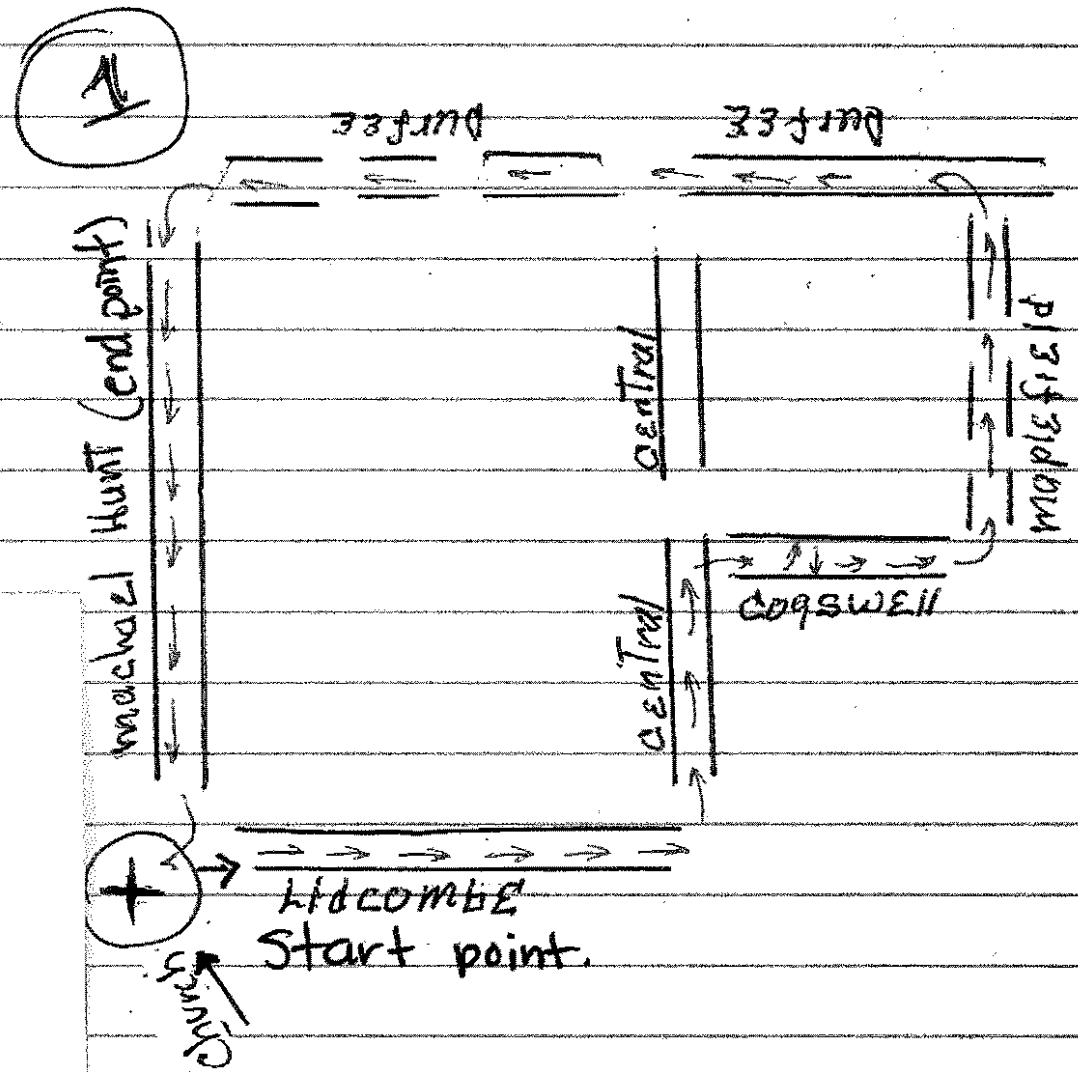
Thank you for your service and support to our community.

Sincerely yours in Christ,

Dr. Humberto Ramos, PhD
Parish Life Director

CC: Ariana De la Cruz

Dr Ramos.





City Council Agenda Report

Agenda Item No. 12.a.

DATE: May 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: MAYOR PRO TEM RICHARD ANGEL

1. Consideration of implementing speed dots on Lidcome and Central Avenue in front of New Temple Park.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None