

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
Masami Higa, Director of Finance
Guillermo Arreola, Director of
Community Development
Ariana De La Cruz, Director of
Community Services

CITY OF SOUTH EL MONTE

REGULAR MEETING OF THE SOUTH EL MONTE CITY COUNCIL

AGENDA

September 12, 2023, 6:00 PM
1415 Santa Anita Avenue, South El Monte, CA 91733

PUBLIC COMMENT

To participate during public comment via teleconference, see below:

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

Webinar ID: 865 8171 1880

Or call in: 1 669 900 6833, when prompted, enter 86581711880#

LIVE STREAMING OF MEETINGS

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

AMERICANS WITH DISABILITIES ACT

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

GENERAL COMMENT

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

MEETINGS

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

POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES

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

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

VIEWING OF AGENDA PACKETS

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

ISSUES RELATED TO AGENDA

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

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

Robert Molina, Interim 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. Presentation by Marilyn Flores, PH.D., Superintendent/President, Rio Hondo College on Services Provided by the College and Upcoming Events

4.b. Certificate of Recognition, Presented to Pastor Patricia Garrett's Mother, Mrs. Guadalupe Rubio Payan, Celebrating Her 100th Birthday

4.c. Certificates of Recognition, Presented to the 2023 City of South El Monte Internship Program Participants

4.d. Presentation of a \$500 Check from the City of South El Monte to Options Head Start South El Monte, Donated by KID-FIT, Preschool Health, and Fitness Organization in Memory of Linda Dempsey

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 JULY 25, 2023

Staff is requesting approval of Minutes for the July 25, 2023 Regular City Council meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the July 25, 2023, Regular City Council meeting.

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-86, APPROVING WARRANTS FOR THE PERIOD OF JULY 26, 2023, THROUGH SEPTEMBER 12, 2023

Authorizing payment of City expenditures for the period of July 26, 2023 through September 12, 2023 totaling \$2,834,689.01.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-86, authorizing payment of City expenditures.

7.c. CONSIDERATION AND APPROVAL OF THE 2023 "CHRISTMAS WISH TOY GIVEAWAY" EVENT DONATION LETTER, AUTHORIZATION TO INCLUDE THE CITY COUNCILMEMBERS' SIGNATURES, AND THE DISTRIBUTION OF DONATION LETTERS TO THE SOUTH EL MONTE BUSINESS COMMUNITY

The Parks and Recreation Division is requesting approval of the 2023 "Christmas Wish Toy Giveaway" donation letter, authorization to include the City Councilmembers' signatures, and the distribution of the donation letters to the South El Monte business community.

RECOMMENDED ACTION: Staff recommends City Council approve the 2023 "Christmas Wish Toy Giveaway" donation letter, authorization to include the City Councilmembers' signatures, and distribution of the donation letters to the South El Monte business community.

7.d. CONSIDERATION FOR AUTHORIZATION TO SOLICIT REQUEST FOR PROPOSALS (RFP) FOR TREE MAINTENANCE SERVICES

Staff seeks City Council approval to publish a Request for Proposals (RFP) for Citywide Tree Maintenance Services for the City of South El Monte.

RECOMMENDED ACTION: Staff recommends City Council approve the RFP to solicit proposals from qualified consultants to provide Citywide Tree Maintenance Services.

CONSENT CALENDAR (CONTINUED)

7.e. CONSIDERATION FOR AUTHORIZATION TO SOLICIT REQUEST FOR PROPOSALS (RFP) FOR PROFESSIONAL CIVIL ENGINEERING SERVICES

Staff seeks City Council approval to publish a Request for Proposals (RFP) for Professional Civil Engineering Services.

RECOMMENDED ACTION: Staff recommends City Council approve the RFP to solicit proposals from qualified engineering firms to provide the required civil engineering services to successfully execute capital improvement projects within the City of South El Monte.

7.f. CONSIDERATION FOR AUTHORIZATION TO SEEK REQUEST FOR PROPOSALS (RFP) FOR ARCHITECTURAL DESIGN SERVICES FOR NEW TEMPLE PARK MULTI-PURPOSE/ COMMUNITY ROOM, SNACK BAR, AND RESTROOM REHABILITATION

Staff seeks City Council approval to issue a Request for Proposals (RFP) for architectural design services for the construction of a new Community Center at New Temple Park.

RECOMMENDED ACTION: Staff recommends City Council approve the RFP to solicit proposals from qualified firms to provide architectural design services for the construction of a new Community Center at New Temple Park that will include a Multi-purpose/Community Room, Snack Bar, and Restrooms.

7.g. CONSIDERATION FOR AUTHORIZATION TO SEEK REQUEST FOR PROPOSALS (RFP) FOR ARCHITECTURAL DESIGN SERVICES FOR SOUTH EL MONTE CITY HALL RESTROOMS REHABILITATION

Staff seeks City Council approval to issue Request for Proposals (RFP) for architectural design services for South El Monte City Hall Restrooms Rehabilitation.

RECOMMENDED ACTION: Staff recommends City Council approve an RFP for architectural design services for South El Monte City Hall Restrooms Rehabilitation and authorize staff to solicit proposals.

8. PUBLIC HEARINGS - None

General Business next page.

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL OF ORDINANCE NO. 1268, AMENDING CHAPTER 5.26 OF TITLE 5 OF THE SOUTH EL MONTE MUNICIPAL CODE THEREBY AMENDING THE CITY'S CANNABIS REGULATIONS IN RELATION TO APPLICATION SELECTION CRITERIA, MAKE CLARIFICATION CHANGES, AND MAKE SUCH OTHER CHANGES IN ORDER TO IMPROVE THE ADMINISTRATION THEREOF

Staff is requesting City Council consider for adoption an ordinance amending Chapter 5.26 of Title 5 of the South El Monte Municipal Code thereby amending the City's cannabis regulations in order to change application selection criteria, make clarification changes, and make such other changes in order to improve the administration thereof.

RECOMMENDED ACTION: Staff recommends City Council:

1. Waive first reading and introduce Ordinance No. 1268, amending Chapter 5.26 of Title 5 of the South El Monte Municipal Code thereby updating and amending the City's cannabis regulations in order to amend application selection criteria, make clarification changes, and make such other changes in order to improve the administration thereof; and
2. Set adoption of said ordinance at the next regular city council meeting.

9.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-87, APPROVING CONTRACT WITH RHOMBUS SYSTEMS INC. FOR PURCHASE OF SECURITY CAMERA SYSTEM

Consideration to replace outdated security camera systems for City-wide buildings and facilities.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-87 approving the purchase of a security camera system from Rhombus Systems, Inc. (Rhombus); and
2. Authorize City Manager or designee to accept the quote issued by Rhombus.

9.c. DISCUSSION AND POTENTIAL DIRECTION REGARDING THE FIREWORKS FINES IN THE ADMINISTRATIVE FINE SCHEDULE

At the July 25, 2023 City Council meeting, the City Council requested an assessment of the City's options to increase firework fines in the City's administrative fine schedule.

RECOMMENDED ACTION: Continue to follow and impose administrative citations pursuant to Chapter 8.08 of the South El Monte Municipal Code ("SEMMC") as it adopts and implements provisions delineated in the State Fireworks Law codified under Health and Safety Code section 12500 *et seq.*

GENERAL BUSINESS (CONTINUED)

9.d. CONSIDERATION OF RESOLUTION NO. 23-88, DECLARING THE CITY'S COMMITMENT TO INCREASING AWARENESS OF AND COMBATTING THE DANGERS OF FENTANYL DUE TO THE SIGNIFICANT MORTALITY AND MORBIDITY CAUSED IN THE CITY BY THE FENTANYL CRISIS

The City Council is declaring the City's commitment to increasing awareness of and combatting the dangers of fentanyl due to the significant mortality and morbidity caused in the City by the fentanyl crisis.

RECOMMENDED ACTION: The City Council adopt Resolution No. 23-88, approving the resolution declaring the City's commitment to increasing awareness of and combatting the dangers of fentanyl due to the significant mortality and morbidity caused in the City by the fentanyl crisis.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

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

11. CORRESPONDENCE

11.a. Correspondence from Spiritt Family Services, a Request for Sponsorship for Their Upcoming Reception and Casino Night, Friday, September 29, 2023

Spiritt Family Services empowers families, improves health and well-being and strengthens communities such as South El Monte.

RECOMMENDED ACTION: Staff recommends City Council discuss and consider a sponsorship of \$500.

11.b. Correspondence from Valle Lindo School District Parent Teacher Organization (PTO) Request for 2023 Sponsorship

RECOMMENDED ACTION: Staff recommends City Council discuss and consider a sponsorship of \$500.

11.c. Correspondence From Coach Paul Rodriguez, Mountain View High School Football Team, Request for Sponsorship Through a Community Sponsorship Program

A community sponsorship program by the Mountain View High School Football Team to help raise funds for equipment.

RECOMMENDED ACTION: Staff Recommends City Council discuss and consider a sponsorship of \$500.

12. COUNCILMEMBERS' AGENDA

12.a. COUNCILMEMBER RUDY BOJORQUEZ

1. Discussion on adding a "safe zone" to city hall for internet transactions. Possibly creating a designated area at city hall for conducting private property transactions.

RECOMMENDATION: Discussion and/or Action.

12.b. COUNCILMEMBER HECTOR DELGADO

1. Discussion regarding a policy for employees arriving and leaving from work (clocking in/clocking out).

RECOMMENDATION: Discussion and/or Action.

2. Discussion on code enforcement scheduling on weekends. Rotation of all code enforcement and public safety personnel to allow for cross training.

RECOMMENDATION: Discussion and/or Action.

13. CLOSED SESSION

13.a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1) - (One Case)

Civil Action No. 2:23-cv-04022-SCW(MRWx): Phillip Killgore v. CITY OF SOUTH EL MONTE, a municipal corporation; GARVEYKCVN HOLINDGS LLC; AND DOES 1-10 INCLUSIVE

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

Claims by parties represented by the law firm of Morgan Lewis relating to clean up costs for BKK Landfill, West Covina

13.c. PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Government Code Section 54957(b)

Title: City Attorney

14. ADJOURNMENT

Tuesday, September 26, 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 7th day of September 2023.



City Clerk, CMC



City Council Agenda Report

Agenda Item No. 4.a.

DATE: September 12, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: Presentation by Marilyn Flores, PH.D.,
Superintendent/President, Rio Hondo College on Services
Provided by the College and Upcoming Events

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. South El Monte CC Presentation



RÍO HONDO COLLEGE

South El Monte City Council
Sept. 12, 2023





RÍO HONDO COLLEGE



Kristal Orozco

President, Board of Trustees



Anais Medina Diaz

Vice President, Board of Trustees



Oscar Valladares

Clerk, Board of Trustees

Board of Trustees



Rosaelva Lomeli

Member, Board of Trustees



Vicky Santana

Member, Board of Trustees



Alexandra Zuniga

Student Trustee



RÍO HONDO COLLEGE



Rosaelva Lomeli

Member, Board of Trustees, Area 3



RÍO HONDO COLLEGE

Marilyn Flores, Ph.D.

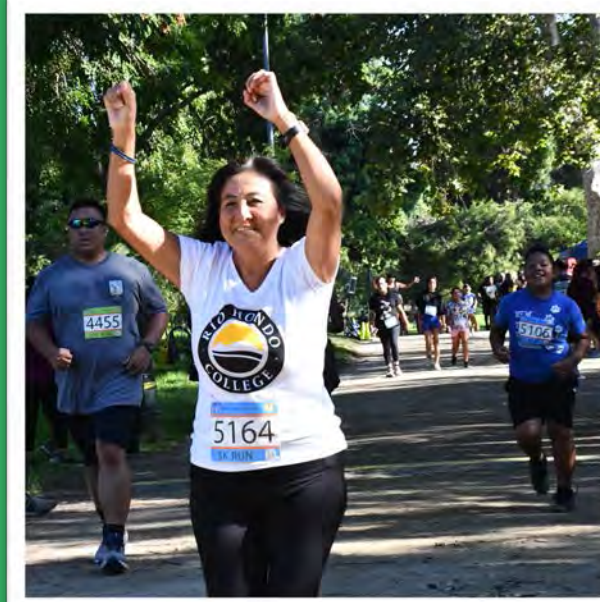
Superintendent/President





2022-2023 Accomplishments

- Submitted Student Housing Grant Application – BOT Approval 5/31/23 of \$7.5M general fund dollars committed
- Established a Campus Police & Safety Department with a Guardian Philosophy
- Continued progress on L Tower Phase 2, Wray Theater Renovation Projects
- Re-branding for the College in progress
- Held multiple trainings and workshops on DEIA and professional development opportunities
- Engaged in community events including meeting with all K-12 Superintendents, Principal for a Day
- Hosted a series of *cafecitos* for staff and community to directly dialogue with Superintendent/President
- Continued to offer 144 certificates, 68 associate and 31 associate degrees for transfer and B.S. in Auto Tech.



40th Annual Albert Rivera Menudo Run August 26, 2023

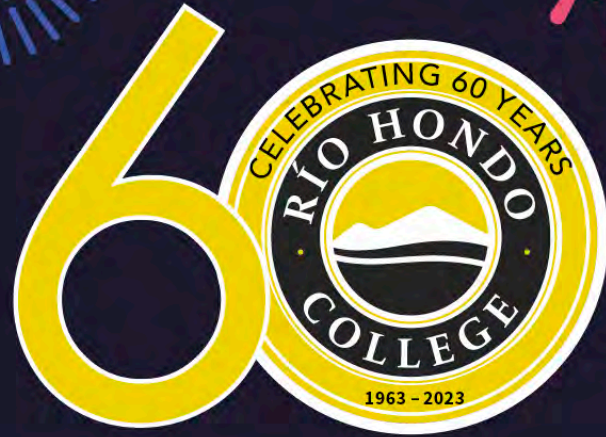




Back to School Fair
Grace T. Black Auditorium
Sept. 5, 2023



**FREE
EVENT**



JOIN US!
FRI | SEPT 15 | 2023

Río Hondo College
3600 Workman Mill Road | Whittier, CA

FREE & OPEN to the COMMUNITY!

Río Hondo College
invites you to an all-day
60th Anniversary Celebration
in honor of our College
serving the community since 1963.

- 9:30 am** Kick off with a big group photo forming the number 60 on the soccer field.
(Please wear a golden yellow shirt.)
- 11:30 am** – Celebration with music, international
3:00 pm cuisine, live cultural performances, games and activities on the lower/mid quad.
- 3:00 pm** – Games, activities and entertainment
5:00 pm continued on the lower quad.
- 5:00 pm** – Evening festivities with cake, mariachi and
8:00 pm ballet folklórico on the upper quad.



**Please RSVP
ASAP**

<https://gorio.page/60th-anniversary>



City Council Agenda Report

Agenda Item No. 4.b.

DATE: September 12, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: Certificate of Recognition, Presented to Pastor Patricia Garrett's Mother, Mrs. Guadalupe Rubio Payan, Celebrating Her 100th Birthday

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.c.

DATE: September 12, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: Certificates of Recognition, Presented to the 2023 City of South El Monte Internship Program Participants

SUMMARY: The 2023 South El Monte Internship Program accepted eight high school-aged students to learn real-world experiences for the City. The opportunity allowed students to get a firsthand look at how local government functions and provides them with a chance to contribute to their community. During the internship, students rotated between departments and helped with various tasks.

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT: None

DISCUSSION: Interns will have the opportunity to share their experience.

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.d.

DATE: September 12, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: Presentation of a \$500 Check from the City of South El Monte to Options Head Start South El Monte, Donated by KID-FIT, Preschool Health, and Fitness Organization in Memory of Linda Dempsey

SUMMARY: KID-FIT organization donated \$500 to the City of South El Monte to present to a deserving pre-school. Mayor Gloria Olmos chose Options Head Start South El Monte.

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT: No fiscal impact due to donations submitted by KID-FIT to the City of South El Monte.

DISCUSSION:

ATTACHMENT(S):

A. Kid-Fit Letter



Building Healthy Lifestyles In Preschool Children

May 23, 2023

Mayor Olmos
City Hall, 1415 Santa Anita Ave.
S. El Monte, CA 91733

Dear Mayor Olmos,

On behalf of The KID-FIT Preschool Health and Fitness Organization, I'd like to present a check to you in the amount of \$500 to be used at one deserving preschool to help provide more physical activity for the children. The funding for this new scholarship comes from our recent KID-FIT Family Fun Run 1K-5K event which took place on Sat. May 20th at Legg Lake. We are truly grateful for South El Monte's help and support in putting on this event. Everyone involved in the process from the county workers to those in City Hall were pleasant to work with, helpful and a truly positive force to collaborate with! We have decided to keep our annual event in S. El Monte and help serve the community there. Hopefully we can work more closely in the years to come.

This year's second annual KID-FIT Family Fun Run was a resounding success, with 239 registered participants coming together at Legg Lake to support healthy habits. Your city was instrumental in organizing and executing the event, ensuring that we were able to create a memorable and meaningful experience for all. We were afforded the ability to not only award cash prize awards to the top youth age group finishers but provide this cash scholarship as well. This is a new scholarship created in memory of our committee member Linda Dempsey which we lost to COVID just 2 months ago. Linda was a retired 40 year Monrovia School District Administrator with a passion for education and learning. Combining her passion and our mission of helping build healthy habits in the very young, we hope this scholarship can grow yearly along with the event.

Our mission is to help serve disadvantaged communities so that all children can have opportunities to grow up healthy and fit. As a non-profit organization, our programs and services include the KID-FIT Virtual Preschool Fitness Studio and early childhood professional development trainings to help educators learn the importance of fitness during the preschool years. I look forward to working more closely with S. El Monte to benefit the children's health and educate early childhood teachers on the value of building early lifestyle habits.

Sincerely,

Michele Silence, President
The KID-FIT Preschool Health and Fitness Organization
michele@kid-fit.com

The KID-FIT Preschool Health and Fitness Organization, a 501(c)(3) non-profit organization (TAX ID# 26-3801038)

1403 Bloomdale St. Duarte, CA 91010 626-848-2950 www.kid-fit.org



City Council Agenda Report

Agenda Item No. 7.a.

DATE: September 12, 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 JULY 25, 2023

SUMMARY: Staff is requesting approval of Minutes for the July 25, 2023 Regular City Council meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the July 25, 2023, Regular City Council meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Minutes

CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
Tuesday, July 25, 2023 - 6:00 PM
1415 Santa Anita Avenue, South El Monte, California 91733

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

1. ROLL CALL

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

ABSENT: Councilmember(s): Bojorquez

STAFF PRESENT: Rene Salas, City Manager; Anthony R. Taylor, City Attorney; Masami Higa, Director of Finance; Guillermo Arreola, Planning Manager; Iyob Massena, Interim Human Resources/Risk Management Manager; Donna G. Schwartz, City Clerk, and Robert Molina, Interim Deputy City Clerk.

STAFF ABSENT: Paola Lara, Deputy City Clerk.

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

2. PLEDGE OF ALLEGIANCE – Emma Ramos, led the Pledge of Allegiance.

3. INVOCATION – Laura Lozano, Permit Technician, City of South El Monte, offered the Invocation.

4. PRESENTATIONS

4.a. Mayor Olmos and City Council Presented Certificates of Recognition to South El Monte Little Miss Bruins Softball Team for Placing 1st in District 18 Tournament of Champions (TOC) and 2nd Place in All Stars.

Mayor Olmos requested CORRESPONDENCE item 11.b. be heard at this time.

11. CORRESPONDENCE

11.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-84, WAIVING DEAN L. SHIVELY PARK RENTAL FEE, COMMUNITY CENTER AMPHITHEATER RENTAL FEE, AND DEAN L. SHIVELY PARK LIGHT FEES FOR THE SOUTH EL MONTE AMERICAN SOCCER YOUTH ORGANIZATION'S 2023/2024 SEASON BEGINNING AUGUST 14, 2023 AND ENDING FEBRUARY 28, 2024

11.b. continued on next page.

CORRESPONDENCE (CONTINUED)

Item 11.b.

Mayor Olmos announced the item and asked Lisa Ducharme to approach the podium.

Ms. Lisa Ducharme, AYSO Regional Director, and South El Monte AYSO President, announced the U19 Girls will be participating in the National Games in Irvine, a new youth program AYSO will be having for special needs children and spoke in support of item 11.b.

Motion by Councilmember Acosta, seconded by Mayor Pro Tem Angel to adopt Resolution No. 23-84, waiving Dean L. Shively Park rental fee, Community Center rental fee, and Dean L. Shively Park light fees for the South El Monte American Youth Soccer Organization's (AYSO) 2023/2024 Season. Motion passed 4-0-1 (Bojorquez ABSENT), by the following vote:

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

PRESENTATIONS (CONTINUED)

4.b. Mayor Olmos and City Council Presented Certificates of Recognition to the South El Monte Minor Girls Bruins Softball Team for Placing 1st in the Tournament of Champions (TOC) and 2nd Place in All-Stars.

4.c. Mayor Olmos and City Council Presented Certificates of Recognition to South El Monte Junior Girls Softball Team for Placing 3rd in the State Championships and Placing 1st in the District 18 Tournament of Champions (TOC).

4.d. City Council received a report from the Sheriff's Department for the Month of June.

4.e. City Council received a report from Code Enforcement and Public Safety Supervisor Joe Martinez on code enforcement and public safety activities for the month of June.

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

Anthony R, Taylor, City Attorney, announced there is an urgency walk-on item that arose subsequent to the posting of the agenda under Consent Calendar as item 7.f. Resolution No. 23-85, authorizing the submittal of an application for grant funding under Transformative Climate Communities (TCC) Program offered by the California Strategic Growth Council. Copies available to the public. Item is an urgency item, deadline to apply for grant is August 1, 2023.

A motion was made by Councilmember Delgado, seconded by Mayor Pro Tem Angel to approve the agenda as amended. Motion passed 4-0-1 (Bojorquez ABSENT), by the following vote:

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

6. PUBLIC COMMENT

Mayor Olmos opened public comment.

1. Ruby Rose Yepez and Nadia Romero, Valle Lindo School District Parent Teacher Organization (PTO), invited Council to the first annual school year Luau on Friday, August 25, 2023, at 6:00 p.m. at Shively black top, and expressed that the school is looking for sponsorships.

Mayor Olmos encouraged Ms. Yepez to complete an application with the city for a \$500 sponsorship.

2. Amy Wong, ActiveSVG, spoke in support of agenda items 7.c and walk-on item 7.f., and announced there are rebates available for e-bikes on a first come first serve bases,
3. Stephanie Wong, SGVCOG, spoke in support of agenda item 7.c.
4. Edwarda Saucedo, spoke on the following: senate bill on homeless, sheriff's efforts on calls regarding the homeless, homeless behavior at parks, suggested an ordinance regarding homeless resources, acknowledged the sheriff's and feels more are needed, voiced concern with marijuana cultivation in the cities, personal concern of his brother and seeks help, provided blueprints to the city manager of a Tesla home in Newport he helped put together and acknowledged Council.

PUBLIC COMMENT (CONTINUED)

5. Eva M Trujillo-Bluestone, commented on personal matters.

Ms. Trujillo-Bluestone directed her attention at Mayor Olmos. Deputy Ko with the LA County Sheriff's Department reminded Ms. Trujillo-Bluestone to address Council as a whole.

6. James Funk, Urban Planning Consultant, temporarily worked for the City of City of South El Monte, acknowledged the Council, Commissions and employees for their support to the public and kindness and his appreciation towards everyone he worked with.

7. CONSENT CALENDAR

A motion was made by Councilmember Delgado, seconded by Mayor Pro Tem Angel to approve Consent Calendar as amended adding urgency walk-on item 7.f. Motion passed 4-0-1 (Bojorquez ABSENT), by the following vote:

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

NAYS: Councilmember(s): None

ABSENT: Councilmember(s): Bojorquez

- 7.a. Approved Minutes for the June 27, 2023, Regular City Council meeting and July 6, 2023, Adjourned Regular City Council meeting.
- 7.b. Adopted Resolution No. 23-71, authorizing payment of City expenditures for the period of June 28, 2023, through July 25, 2023, totaling \$2,129,159.37.
- 7.c. Adopted Resolution No. 23-73, authorizing submission of the grant application to the Metro ExpressLanes Net Toll Re-Investment Grant Program and related authorizations and authorized the City Manager or designee to execute all documents as the signature authority.
- 7.d. Adopted Resolution No. 23-74, awarding a construction contract to Green Energy Innovations, Inc. (GEI) for lighting energy efficiency upgrades, adopted Resolution No. 23-75, awarding a construction contract to AC Pros, Inc. for mechanical energy efficiency upgrades funded by the Department of Energy (DOE) for the Autonomous Building Control Retrofit Project and authorized City Manager or designee to negotiate and execute both contracts.
- 7.e. Adopted Resolution No. 23-76, approving agreement with Vet Care for low-cost vaccination services for three years from July 25, 2023 through July 25, 2026 and authorized the City Manager or designee to negotiate and execute the agreement.

CONSENT CALENDAR (CONTINUED)

- 7.f. Adopted Resolution No. 23-85, authorizing the submittal of an application for grant funding under Transformative Climate Communities (TCC) Program offered by the California Strategic Growth Council and authorized City Manager or designee to execute all documents as the signature authority.

8. PUBLIC HEARINGS

8.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-77, ADOPTING AN UPDATED GENERAL FEE SCHEDULE

Mayor Olmos announced the item and opened the public hearing.

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

Motion by Councilmember Delgado, seconded by Councilmember Acosta to adopt Resolution No. 23-77, adopting an updated General Fee Schedule. Motion passed 4-0-1 (Bojorquez ABSENT) by the following vote:

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

NAYS: Councilmember(s): None

ABSENT: Councilmember(s): Bojorquez

8.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-78, APPROVING SPECIAL ASSESSMENT FOR UNPAID TRASH COLLECTION FEES FOR PERIOD JANUARY 2022 THROUGH MARCH 2023

Mayor Olmos announced the item and invited representatives with Athens to approach the podium.

Anthony R. Taylor City Attorney announced this item requires a 4/5 votes but since there are only four Councilmembers this evening, it requires a unanimous vote.

Jessica Alvarenga and Veronica Sanchez, Athens representatives provided answers to various questions.

Mayor Olmos opened the public hearing.

Mayor Olmos opened public comment, there being none and no protest, closed public comment.

Motion on next page.

Motion by Councilmember Acosta, seconded by Councilmember Delgado to adopt Resolution No. 23-78, approving the list of delinquent accounts to be placed on special assessment for inclusion on the property tax roll by the Los Angeles County Assessor in the FY 2024-2025 tax bill. Motion passed 4-0-1 (Bojorquez ABSENT) by the following vote:

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

**8.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-79,
APPROVING THE ANNUAL LEVY OF THE SEWER SERVICE FEE FOR
FISCAL YEAR (FY) 2023-2024**

Mayor Olmos announced the item and opened the public hearing.

Mayor Olmos opened public comment, there being none and no protest, closed public comment.

Motion by Councilmember Acosta, seconded by Councilmember Delgado to adopt Resolution No. 23-79, approving the annual levy of the Sewer Service Fee for FY2023-24, at \$35.37 per sewer unit. Motion passed 4-0-1 (Bojorquez ABSENT) by the following vote:

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

9. GENERAL BUSINESS

**9.a. CONSIDERATION AND APPROVAL TO HOST NIGHT MARKETS AT
THE KRUSE PROPERTY**

Mayor Olmos announced the item and Jayson Perez, Recreation Manager presented the staff report and provided a PowerPoint.

Motion by Mayor Pro Tem Angel, seconded by Councilmember Delgado to approve hosting a Night Market on Thursday, September 7, 2023, and Thursday, October 5, 2023. Motion passed 4-0-1 (Bojorquez ABSENT) by the following vote:

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

GENERAL BUSINESS (CONTINUED)

9.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-80, CONSENTING TO THE APPOINTMENT OF GUILLERMO ARREOLA AS DIRECTOR OF COMMUNITY DEVELOPMENT AND APPROVAL OF COMMUNITY DEVELOPMENT DIRECTOR EMPLOYMENT AGREEMENT

Mayor Olmos announced the item and Anthony R. Taylor, City Attorney announced the terms of the contract.

Motion by Councilmember Acosta, seconded by Mayor Pro Tem Angel to adopt Resolution No. 23-80, approving the employment agreement between the City and Guillermo Arreola for the position of Director of Community Development and authorized the Mayor to execute employment agreement. Motion passed 4-0-1 (Bojorquez ABSENT) by the following vote:

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

9.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-80, CONSENTING TO THE APPOINTMENT OF ARIANA DE LA CRUZ AS DIRECTOR OF COMMUNITY SERVICES AND APPROVAL OF COMMUNITY DEVELOPMENT DIRECTOR EMPLOYMENT AGREEMENT

Mayor Olmos announced the item and Anthony R. Taylor, City Attorney announced the terms of the contract.

Motion by Councilmember Delgado, seconded by Mayor Pro Tem Angel to adopt Resolution No. 23-81, approving the employment agreement between the City and Ariana De La Cruz for the position of Director of Community Services and authorized the Mayor to execute employment agreement. Motion passed 4-0-1 (Bojorquez ABSENT) by the following vote:

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

GENERAL BUSINESS (CONTINUED)

9.d. CONSIDERATION AND APPROVAL OF RESOLUTION 23-82, APPROVING AMENDMENT NO. 2 WITH TOWNSEND PUBLIC AFFAIRS LLC FOR GRANT FUNDING AND LEGISLATIVE ADVOCACY

Mayor Olmos announced the item.

Motion by Mayor Pro Tem Angel, seconded by Councilmember Acosta to adopt Resolution No. 23-82, approving amendment No. 2 to extend agreement with Townsend Public Affairs LLC for grant funding and legislative advocacy an additional one-year term effective July 1, 2023, to June 30, 2024, and authorized City Manager or designee to negotiate and execute agreement. Motion passed 4-0-1 (Bojorquez ABSENT) by the following vote:

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

9.e. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-83, APPROVING AWARD OF CONSTRUCTION CONTRACT TO GENTRY BROTHERS, INC. FOR THE MERCED AVENUE GREENWAY PROJECT

Mayor Olmos announced the item.

Motion by Mayor Pro Tem Angel, seconded by Councilmember Delgado to approve the plans and specifications for the Merced Avenue Greenway Project, reviewed the bids and found Gentry Brothers, Inc. had submitted the lowest responsive bid, adopted Resolution No. 23-83, awarding construction contract to Gentry Brothers, Inc. for the Merced Avenue Greenway Project for the amount of \$9,098,474.00, approved a 10% contingency in an amount of \$909,847.40 for a total project construction budget amount not to exceed \$10,008,321.40 and authorized the City Manager or designee to negotiate and execute the contract. Motion passed 4-0-1 (Bojorquez ABSENT) by the following vote:

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

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta announced he attend the City's Summer Concert on July 13th and Movie in the Park on July 20th.

Councilmember Delgado announced he attend the Greater Los Angeles County Vector Control District Board Meeting on July 13th and reminded the public to be vigilant of the Asian Tiger mosquito.

Mayor Pro Tem Angel announced he attended Movie in the Park, and the 40th Annual National Association of Latino Elected and Appointed Officials (NALEO) in New York.

Mayor Olmos announced she too attending the 40th Annual National Association of Latino Elected and Appointed Officials (NALEO) in New York, City's Movie in the Park, and informed the public that SEACCA has big dogs available for adoption.

Both Mayor Pro Tem Angel and Mayor Olmos announced they had attended a session at the NALEO conference on the use of Fentanyl and ways to reach out to the local schools and educate the kids. Also attended a finance session and what was presented, showed the City of South El Monte is not only doing well but over and beyond.

Mayor Olmos would like to bring back to Council a discussion to lead a crusade to stop Fentanyl. To partner with other cities, school districts and local enforcement agencies to not only educate the youth but the parents as well. Anthony R. Taylor, City Attorney stated a resolution can be brought back at the first meeting in September.

11. CORRESPONDENCE

11.a. DESIGNATION OF VOTING DELEGATE AND ALTERNATES, LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE & EXPO, SEPTEMBER 20-22, 2023, SACRAMENTO, CALIFORNIA

Mayor Olmos announced item.

Mayor Olmos and Councilmember Delgado recommended adding an additional \$2,500 for each Councilmember to the conference/seminar budget when attending these functions.

Motion next page.

CORRESPONDENCE (CONTINUED)

11.a. continued.

Motion by Mayor Pro Tem Angel, seconded by Councilmember Delgado to appoint Councilmember Acosta as the Delegate and Mayor Olmos as the Alternate to allow the City the right to cast one vote on matters pertaining to League policy and approved adding an additional \$2,500 for each councilmember under the conference/seminar budget for attending these functions. Motion passed 4-0-1 (Bojorquez ABSENT) by the following vote:

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

ITEM 11.b. HEARD DURING PRESENTATIONS AFTER 4.a.

11.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-84, WAIVING DEAN L. SHIVELY PARK RENTAL FEE, COMMUNITY CENTER AMPHITHEATER RENTAL FEE, AND DEAN L. SHIVELY PARK LIGHT FEES FOR THE SOUTH EL MONTE AMERICAN SOCCER YOUTH ORGANIZATION'S 2023/2024 SEASON BEGINNING AUGUST 14, 2023 AND ENDING FEBRUARY 28, 2024

The South El Monte American Soccer Youth Organization (AYSO) is requesting facility fee waivers for the use of the Dean L. Shively fields and the South El Monte Community Center Amphitheater. AYSO is also requesting that the City Council consider waiving the park light fees.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-84, waiving Dean L. Shively Park rental fee, Community Center rental fee, and Dean L. Shively Park light fees for the South El Monte American Soccer Youth Organization's 2023/2024 Season.

12. COUNCILMEMBERS' AGENDA

12.a. COUNCILMEMBER MANUEL ACOSTA

1. Consideration of Extending City Bike Rides into September and October of 2023

Recommendation: Discussion and/or Action

At 8:55 p.m. Mayor Pro Tem Angel left the Council Chambers.

COUNCILMEMBERS' AGENDA (CONTINUED)

12.a. continued.

Motion by Councilmember Acosta, seconded by Councilmember Delgado to extend the bike rides into September and October of 2023. Motion passed 3-0-1-1 (Bojorquez ABSENT, and Angel ABSTAINED) by the following vote:

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

12.b. COUNCILMEMBER HECTOR DELGADO

1. Consideration of Increasing the Citation Fine for Illegal Fireworks.

Recommendation: Discussion and/or Action

At 8:57 p.m. Mayor Pro Tem Angel reentered the Council Chambers.

Anthony R. Taylor, City Attorney would like to bring back to council a staff report and an ordinance with options regarding the increase to citation fines for illegal fireworks.

2. Overnight Parking of Commercial Vehicles Including RVs, Tow Trailers, Commercial Vehicles on Public Roads and Residential Areas.

Recommendation: Discussion and/or Action

Councilmember Delgado wants the owners of these vehicles to be mindful of where they are parking, to comply or be cited.

3. Property Maintenance of Businesses and Residential Homes.

Recommendation: Discussion and/or Action

Councilmember Delgado wants property owners to clean their property, see a more aggressive approach with graffiti and property maintenance both residential and commercial. Mr. Delgado would like to see a policy in place regarding compliance.

13. CLOSED SESSION

At 9:37 p.m. Anthony R. Taylor, City Attorney, recessed Council into closed session.

13.a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957(b)

Title: City Clerk

13.b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

At 10:05 p.m. Mayor Olmos reconvened the meeting with all Councilmembers present.

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

Anthony R. Taylor, City Attorney, recommended Council make a motion to extend the meeting past 10 p.m.

Motion by Councilmember Delgado, seconded by Councilmember Acosta to extend the meeting past 10 p.m. Motion passed 4-0-1 (Bojorquez ABSENT) by the following vote:

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

NAYS: Councilmember(s): None

ABSENT: Councilmember(s): Bojorquez

14. RECESS COUNCIL MEETING:

Mayor Olmos recessed the meeting at 10:06 p.m.

Mayor Olmos adjourned the Successor Agency meeting at 10:08 p.m.

Mayor Olmos reconvened the City Council meeting at 10:08 p.m.

15. ADJOURNMENT

At 10:08 p.m. Mayor Olmos adjourned the meeting to a Regular City Council Meeting on Tuesday, September 12, 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: September 12, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Director of Finance

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-86, APPROVING WARRANTS FOR THE PERIOD OF JULY 26, 2023, THROUGH SEPTEMBER 12, 2023

SUMMARY: Authorizing payment of City expenditures for the period of July 26, 2023 through September 12, 2023 totaling \$2,834,689.01.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-86, authorizing payment of City expenditures.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 23-86
- B. Council Meeting Warrant 091223

ATTACHMENT A

RESOLUTION NO. 23-86

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE
PERIOD OF JULY 26, 2023, THROUGH SEPTEMBER 12, 2023,
TOTALING \$2,834,689.01.

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 23/24	Electronic Warrants	6/28/23-7/25/23	DFT0000881-1032	\$553,588.35
FY 23/24	Regular Warrants	6/28/23-7/25/23	12690-12920	\$1,800,863.96
Payroll	Check	PPE 7/22/23	1487-1509	\$15,201.21
Payroll	Direct Deposit	PPE 7/22/23	4425-4529	\$139,517.54
Payroll	Check	PPE 8/5/23	1510-1543	\$31,363.19
Payroll	Direct Deposit	PPE 8/5/23	4530-4637	\$147,061.07
Payroll	Check	PPE 8/19/23	1544-1563	\$11,199.19
Payroll	Direct Deposit	PPE 8/19/23	4638-4742	\$135,210.47
Payroll	Manual Check	PPE 8/19/23	1564	\$684.03

TOTAL EXPENDITURES RESOLUTION NO. 23-86 \$2,834,689.01

PASSED, APPROVED, AND ADOPTED this 12th day of September 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. 23-86, 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 12th day of September 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 09/12/23

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0150.1530.5952	DJ FRONKIE JAY EVENTS	12690	07/25/2023	7/26/23 DJ ENTERTAINMENT/ 65TH CITY BDAY LUNCHEON	400.00
01.0100.1050.5914	LIEBERT CASSIDY WHITMORE	12691	07/25/2023	JULY'23-JUNE'24 MEMBERSHIP RENEWAL	3,930.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	12692	07/26/2023	JULY'23 ADMIN	1,120.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	12692	07/26/2023	M. SILVA ADDITION	40.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	12692	07/26/2023	J. VASQUEZ ADDITION	40.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	12692	07/26/2023	JUNE'23 MISC	576.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	12692	07/26/2023	F. HERNANDEZ REMOVAL	(40.00)
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	12692	07/26/2023	M. BUGARIN ADDITION	40.00
17.0900.9020.6025	THE ENERGY COALITION	12693	07/26/2023	MAY'23 CONTRACT SVCS	2,567.50
17.0900.9020.6025	THE ENERGY COALITION	12693	07/26/2023	MAY'23 10% RETENTION	(256.75)
17.0900.9020.6025	THE ENERGY COALITION	12693	07/26/2023	JUNE'23 10% RETENTION	(105.75)
17.0900.9020.6025	THE ENERGY COALITION	12693	07/26/2023	APR'23 10% RETENTION	(210.50)
17.0900.9020.6025	THE ENERGY COALITION	12693	07/26/2023	JUNE'23 CONTRACT SVCS	1,057.50
17.0900.9020.6025	THE ENERGY COALITION	12693	07/26/2023	APR'23 CONTRACT SVCS	2,105.00
01.0160.1650.6025	ELIAS IRON WORKS	12694	07/27/2023	WROUGHT IRON FENCE/ NTP- FINAL PYMT	6,200.00
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	12695	07/27/2023	PPE 07/22/23	5,155.00
01.0000.0000.2224	STANDARD INSURANCE	12696	07/27/2023	AUG'23 LIFE AD&D & SUPPLEMENTAL	354.05
01.0000.0000.2225	STANDARD INSURANCE	12697	07/27/2023	AUG'23 LIFE & AD&D	1,299.32
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	12698	07/27/2023	A.R GARNISHMENT 07/22/23	8.15
01.0000.0000.2240	VONS CREDIT UNION	12699	07/27/2023	PPE 07/22/23	45.00
01.0000.0000.2240	VONS CREDIT UNION	12699	07/27/2023	PPE 07/08/23	45.00
01.0000.0000.2255	BLUE SHIELD OF CA LIFE & HEALTH	12700	07/31/2023	AUG'23 VISION INSURANCE	722.70
01.0170.1710.6025	PLUMBING HEROES, LLC	12701	07/31/2023	SEWER LINE REPLACEMENT- FINAL PAY/ CHALL	18,500.00
01.0150.1515.5204	ALEJANDRO MIRAMONTES DE ANDA	12703	08/02/2023	JULY'23 PC MEETING	100.00
01.0000.0000.4508	AMANDA VILLEZCAS	12704	08/02/2023	SUMMER CAMP WK 2 REFUND	200.00
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	12705	08/02/2023	SUMMER PARTNERSHIP PRGM SUPP	12.12
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	12705	08/02/2023	FILE FOLDERS	20.23
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	12705	08/02/2023	SUMMER PARTNERSHIP PRGM SUPP	959.41
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	12705	08/02/2023	SUMMER PARTNERSHIP PRGM SUPP	153.41
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	12705	08/02/2023	DISPOSABLE PLACE MATS/ CITY BDAY CELEBRATION	52.89
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	12705	08/02/2023	FILE FOLDERS	33.79
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	12705	08/02/2023	SUMMER PARTNERSHIP PRGM SUPP	116.82
01.0100.1040.5922	AMAZON CAPITAL SERVICES, INC	12705	08/02/2023	NNO USB DRIVE GIVEAWAYS	529.15
01.0140.1440.5406	AMAZON CAPITAL SERVICES, INC	12705	08/02/2023	BLDG & SAFETY DEPT SUPPLIES	30.26
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	12705	08/02/2023	SUMMER PARTNERSHIP PRGM SUPP	93.65
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	12705	08/02/2023	SUMMER PARTNERSHIP PRGM SUPP	146.51
01.0000.0000.4554	ANDY PEREZ	12706	08/02/2023	5/13 DAMAGE DEPOSIT REFUND/ CCTR GYM	600.00
01.0150.1540.5908	ANNA HUA	12707	08/02/2023	LIFEGUARD CERTIFICATION CLASS REIMB- A. HUA	105.00
01.0000.0000.4554	ANNETTE FLORES	12708	08/02/2023	MVD GAZEBO CANCELLATION REFUND- 08/13/23	150.00
01.0150.1540.5431	AQUA PURE DRINKING WATER	12709	08/02/2023	JULY'23 DRINKING WATER/ AQUATIC CTR	52.87
01.0000.0000.4554	ASHLEY NOEL	12710	08/02/2023	DAMAGE DEPOSIT REFUND/ 7/22/23 MVD	50.00
01.0150.1515.5204	BLANCA M. FIGUEROA	12711	08/02/2023	JUNE'23 PATRIOTIC MEETING	100.00
01.0150.1515.5204	BLANCA M. FIGUEROA	12711	08/02/2023	JULY'23 PC MEETING	100.00
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	12712	08/02/2023	JUNE'23 BLDG OFFICIAL SVCS	1,240.00
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	12712	08/02/2023	JUNE'23 BLDG INSPECTION SVCS	8,729.69
01.0150.1540.5908	CARLOS GARCIA LOPEZ	12713	08/02/2023	LIFEGUARD CERTIFICATION CLASS 50% REIMB	125.00
01.0130.1460.5215	CITY OF DOWNEY	12714	08/02/2023	FY23-24 LICENSING ADMIN AGREEMENT	10,169.00
01.0130.1460.5215	CITY OF DOWNEY	12714	08/02/2023	FY23-24 ADMIN FEES	2,847.01
01.0100.1050.5936	CONCENTRA	12715	08/02/2023	6/29/23 NEW HIRE PHYSICALS	235.00
01.0100.1050.5936	CONCENTRA	12715	08/02/2023	7/5-7/11/23 NEW HIRE PHYSICALS	397.00
01.0000.0000.4554	DANIELLE POLANCO	12716	08/02/2023	DAMAGE DEPOSIT REFUND/ 7/23/23 MVD	50.00
01.0100.1050.5934	DEPT. OF JUSTICE-ACCOUNTING OFFICE	12717	08/02/2023	JUNE'23 FINGERPRINT APPS	608.00
01.0100.1050.5931	DISABILITY ACCESS CONSULTANTS, LLC	12718	08/02/2023	JUNE'23-MAY'24 MANAGEMENT SOFTWARE	2,000.00
01.0150.1505.5204	DIVINA RAEANNE MONTEJANO	12719	08/02/2023	JULY'23 WOMEN & GIRLS COMM MTG	100.00
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	12720	08/02/2023	FOOD SUPPLIES FOR CI & CII PRGM	204.82

06.0300.3020.5430	DRIFTWOOD DAIRY, INC	12720	08/02/2023	FOOD SUPPLIES FOR CI & CII PRGM	22.75
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	12720	08/02/2023	FOOD SUPPLIES FOR CI & CII PRGM	204.82
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	12720	08/02/2023	FOOD SUPPLIES FOR CI & CII PRGM	22.75
01.0140.1430.5215	DUDEK	12721	08/02/2023	JUNE'23 HOUSING ELEMENT CONSULTING SVCS	2,483.75
01.0150.1505.5204	ELIZABETH RAMIREZ	12722	08/02/2023	JULY'23 WOMEN & GIRLS COMM MTG	100.00
01.0160.1650.5520	EWING IRRIGATION	12723	08/02/2023	BASEBALL FIELD SUPPLIES/ NTP	254.16
01.0170.1770.5525	GOT PROPANE INC	12724	08/02/2023	FORKLIFT PROPANE	34.56
01.0150.1505.5204	GRACIE H. RETAMOZA	12725	08/02/2023	JULY'23 WOMEN & GIRLS COMM MTG	100.00
06.0300.3010.5215	HUNTINGTON CULINARY	12726	08/02/2023	6/26-6/30/23 CI & CII NUTRITION PRGM	4,277.92
06.0300.3020.5215	HUNTINGTON CULINARY	12726	08/02/2023	6/26-6/30/23 CI & CII NUTRITION PRGM	435.60
06.0300.3010.5215	HUNTINGTON CULINARY	12726	08/02/2023	7/3-7/8/23 CI & CII NUTRITION PRGM	4,340.00
06.0300.3020.5215	HUNTINGTON CULINARY	12726	08/02/2023	7/3-7/8/23 CI & CII NUTRITION PRGM	326.70
06.0300.3010.5215	HUNTINGTON CULINARY	12726	08/02/2023	7/10-7/15/23 CI & CII NUTRITION PRGM	4,731.00
06.0300.3020.5215	HUNTINGTON CULINARY	12726	08/02/2023	7/10-7/15/23 CI & CII NUTRITION PRGM	393.25
45.0660.6610.5977	INDUSTRIAL PIPE & STEEL	12727	08/02/2023	GARVEY/ CHICO GUTTER REPAIR- ST/RD MTNC	550.98
01.0150.1505.5204	JACQUELINE RUBIO	12728	08/02/2023	JULY'23 WOMEN & GIRLS COMM MTG	100.00
01.0140.1430.5215	JAMES GAILE FUNK	12729	08/02/2023	JULY'23 PLANNING CONSULTING SVCS	8,836.38
45.0660.6610.5977	JCL TRAFFIC SERVICES	12730	08/02/2023	CURB PAINT & SUPP- ST/RD MNTC	845.45
01.0000.0000.4554	JEANETTE CEDILLO	12731	08/02/2023	DAMAGE DEPOSIT REFUND/ 07/15/23 MVD	50.00
01.0140.1410.5204	JEFFREY MICHAEL ORTIZ	12732	08/02/2023	JULY'23 PC MEETING	150.00
01.0100.1050.5934	JESUS DELGADO	12733	08/02/2023	07/10/23 LIVESCAN REIMB	25.00
70.0900.9020.6025	JOHN L. HUNTER AND ASSOCIATES, INC.	12734	08/02/2023	JAN'23 IW PRGM SVCS	6,002.50
70.0900.9020.6025	JOHN L. HUNTER AND ASSOCIATES, INC.	12734	08/02/2023	JAN'23 NPDES PRGM SVCS	10,086.87
01.0140.1410.5204	KENNETH EUEKHEANG TANG	12735	08/02/2023	JULY'23 PC MEETING	150.00
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	12736	08/02/2023	JUNE'23 SPL ASSIGN DEPUTY	50,214.16
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	12736	08/02/2023	JUNE'23 GRANT SPL ASSIGN DEPUTY	17,604.75
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	12736	08/02/2023	JUNE'23 LAW ENFORCEMENT SVCS	309,319.36
01.0110.1110.5610	L.A. COUNTY SHERIFF'S DEPT.	12736	08/02/2023	JUNE'23 LIABILITY INSURANCE	41,485.21
01.0110.1110.5633	L.A. COUNTY SHERIFF'S DEPT.	12736	08/02/2023	6/28-6/30 FIREWORK SATURATION PATROL	10,301.26
01.0110.1110.5635	L.A. COUNTY SHERIFF'S DEPT.	12736	08/02/2023	JUNE'23 SATURATION PATROL- CRIME	7,926.87
01.0110.1110.5635	L.A. COUNTY SHERIFF'S DEPT.	12736	08/02/2023	6/24/23 SPECIAL EVENT SATURATION PATROL	1,910.09
01.0140.1410.5204	LARRY RODRIGUEZ	12737	08/02/2023	JULY'23 PC MEETING	150.00
01.0160.1620.5520	LBC LIGHTING	12738	08/02/2023	REPLACEMENT EMERGENCY LIGHTS/ SCTR	114.23
01.0160.1610.5520	LBC LIGHTING	12738	08/02/2023	LIGHTED EXIT SIGN/ CCTR	55.00
01.0140.1410.5204	LEONEL A. BARRERA JR	12739	08/02/2023	JULY'23 PC MEETING	150.00
01.0000.0000.4554	LINDA COLMCHARES	12740	08/02/2023	7/9/23 DAMAGE DEPOSIT REFUND/ MVD	50.00
01.0000.0000.4554	MANUEL MORENO	12741	08/02/2023	DAMAGE DEPOSIT REFUND/ 07/16/23 MVD	50.00
01.0120.1210.5406	MCA DIRECT	12742	08/02/2023	PERMANENT PAPER REAM	130.74
01.0150.1515.5204	NAOMI LOPEZ	12743	08/02/2023	JUNE'23 PATRIOTIC MEETING	100.00
01.0150.1515.5204	NAOMI LOPEZ	12743	08/02/2023	JULY'23 PC MEETING	100.00
01.0140.7020.5215	PHOENIX GROUP INFORMATION SYSTEMS	12744	08/02/2023	JUNE'23 ADMIN CITE PROCESSING SVCS	161.89
01.0140.1100.5215	PHOENIX GROUP INFORMATION SYSTEMS	12744	08/02/2023	JUNE'23 CITE PROCESSING SVCS	2,781.15
01.0140.1410.5204	ROBERTO SANCHEZ	12745	08/02/2023	JULY'23 PC MEETING	150.00
01.0150.1515.5204	RUDY LOPEZ	12746	08/02/2023	JUNE'23 PATRIOTIC MEETING	100.00
01.0150.1515.5204	RUDY LOPEZ	12746	08/02/2023	JULY'23 PC MEETING	100.00
01.0140.1430.5215	SAN GABRIEL VALLEY REGIONAL HOUSING TRUST	12747	08/02/2023	FY23-24 SGVRHT MEMBERSHIP	10,647.47
01.0130.1310.5280	SECTRAN SECURITY INC.	12748	08/02/2023	JULY'23 ARMORED SVCS	181.49
01.0170.1020.5956	SHOETERIA	12749	08/02/2023	RAINBOOTS/ PW	913.64
45.0660.6610.5977	SOUTHEAST CONSTRUCTION PRODUCTS,INC	12750	08/02/2023	CHALK LINE/ NTP SIDEWALK	8.65
45.0660.6610.5977	SOUTHEAST CONSTRUCTION PRODUCTS,INC	12750	08/02/2023	BLUE POLY TARP/ OVERFLOW	43.77
45.0660.6610.5977	SOUTHEAST CONSTRUCTION PRODUCTS,INC	12750	08/02/2023	CONCRETE MIX/ NTP SIDEWALK	310.97
45.0660.6610.5977	SOUTHEAST CONSTRUCTION PRODUCTS,INC	12750	08/02/2023	CONCRETE MIX/ GARVEY & CHICO REPAIR	19.51
45.0660.6610.5977	SOUTHEAST CONSTRUCTION PRODUCTS,INC	12750	08/02/2023	MATTLOCK & PICK HANDLE/ CONCRETE & ASPHALT REPAIR	63.06
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	12751	08/02/2023	JUNE'23 CALL OUT	3,386.65
01.0140.1100.5215	SUPERIOR COURT OF CA, COUNTY OF LA	12752	08/02/2023	JUNE'23 CITATION REVENUE	5,612.00
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	12753	08/02/2023	BREAD & TORTILLAS CI & CII NUTR PRGM	26.85
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	12753	08/02/2023	BREAD & TORTILLAS CI & CII NUTR PRGM	2.98
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	12753	08/02/2023	FIBER BREAD CI & CII NUTR PRGM	38.12
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	12753	08/02/2023	FIBER BREAD CI & CII NUTR PRGM	4.23
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	12753	08/02/2023	BREAD & TORTILLAS CI & CII NUTR PRGM	52.48
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	12753	08/02/2023	BREAD & TORTILLAS CI & CII NUTR PRGM	5.83
01.0140.1440.5210	TRANSTECH ENGINEERING, INC.	12754	08/02/2023	MAR'23 PLAN CHECK SVCS	13,635.70
01.0140.1440.5210	TRANSTECH ENGINEERING, INC.	12754	08/02/2023	MAY'23 PLAN CHECK SVCS	13,336.44
40.0900.9000.5968	TRANSTECH ENGINEERING, INC.	12754	08/02/2023	MAY'23 PJT COORDINATION SVCS #629	374.00
01.0140.1440.5210	TRANSTECH ENGINEERING, INC.	12754	08/02/2023	JUNE'23 PLAN CHECK SVCS	4,700.39

01.0130.1310.5215	TRUSAIC	12755	08/02/2023	2022 MAILING DISTRIBUTION FEE	96.00
01.0150.1515.5204	VALERIE BECHTOLD	12756	08/02/2023	JUNE'23 PATRIOTIC MEETING	100.00
01.0150.1515.5204	VALERIE BECHTOLD	12756	08/02/2023	JULY'23 PATRIOTIC MEETING	100.00
01.0160.1650.5520	WHITTIER FERTILIZER	12757	08/02/2023	GORLLA HAIR/ NTP	1,825.74
01.0150.1530.5430	XAVUS SOLUTIONS LLC	12758	08/02/2023	KEY TAGS/ NEW MEMBERS0 SR SVCS	279.09
01.0130.1330.5950	XEROX CORPORATION	12759	08/02/2023	6/30-7/29/23 COPIER LEASE	1,004.37
01.0100.1050.5406	LAB1419	12760	08/02/2023	POLO SHIRT & JACKET/ HR	164.11
01.0170.1710.6025	2010 OFFICE FURNITURE, INC	12761	08/07/2023	FURNITURE/ PUBLIC SAFETY CTR	13,434.71
01.0160.1610.6025	XACTBUILT CONSTRUCTION INC	12762	08/07/2023	PROGRESS PAYMENT/ CCTR PATIO UPGRADES	9,000.00
02.0170.1760.5215	WEST COAST ARBORISTS, INC	12763	08/09/2023	4/16-4/30 STREET TREE MTNC	48,215.90
02.0170.1760.5215	WEST COAST ARBORISTS, INC	12763	08/09/2023	5/1-5/15 STREET TREE MTNC	64,204.40
02.0170.1760.5215	WEST COAST ARBORISTS, INC	12763	08/09/2023	5/16-5/31 STREET MTNC/ STUMP REMOVAL	1,693.00
01.0170.1750.5215	WEST COAST ARBORISTS, INC	12763	08/09/2023	6/16-6/30 CIVIC CENTER TREE MTNC	17,059.55
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	12764	08/15/2023	PPE 08/05/23	5,280.00
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	12765	08/15/2023	A.R GARNISHMENT 08/05/23	8.15
01.0100.1010.5910	RUDY BOJORQUEZ	12766	08/17/2023	07/15/23- NALEO ADDL EXPENSE REIMB	67.16
01.0170.1770.5525	A.C LOCK & KEY	12767	08/21/2023	#95 INSTALLED NEW KEY & IGNITION	195.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	12768	08/21/2023	JUNE'23 GENERAL	16,152.60
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	12768	08/21/2023	JUNE'23 SPECIAL PROJECTS	817.20
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	12768	08/21/2023	JUNE'23 LITIGATION	1,092.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	12768	08/21/2023	JUNE'23 PERSONNEL	4,978.40
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	12768	08/21/2023	JUNE'23 PLANNING	3,995.20
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	12768	08/21/2023	JUNE'23 FINANCE	5,334.50
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	12768	08/21/2023	JUNE'23 CODE ENFORCMENT	68.10
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	12768	08/21/2023	JUNE'23 HOUSING	635.60
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	12768	08/21/2023	JUNE'23 REFUSE	1,484.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	12768	08/21/2023	JUNE'23 REIMBURSABLE	1,172.90
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	12768	08/21/2023	JUNE'23 PUBLIC WORKS- ENGINEERING	2,156.50
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	12768	08/21/2023	JUNE'23 ADDITIONAL SVCS	7,597.80
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	12769	08/21/2023	FINANCE OFFICE SUPPLIES	39.39
01.0130.1330.6020	AMAZON CAPITAL SERVICES, INC	12769	08/21/2023	BATTERY BACKUPS & ETHERNET SPLITTERS	760.59
01.0130.1330.6015	AMAZON CAPITAL SERVICES, INC	12769	08/21/2023	IT STATION SUPPLIES	506.53
01.0151.1543.5952	AMAZON CAPITAL SERVICES, INC	12769	08/21/2023	STICKER PAPER/ SPECIAL EVENTS	56.21
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	12769	08/21/2023	OFFICE & PHONE SUPPLIES/ YARD	125.41
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	12769	08/21/2023	OFFICE SUPPLIES/ YARD	20.82
01.0150.1540.5406	AMAZON CAPITAL SERVICES, INC	12769	08/21/2023	RECREATION DEPT SUPPLIES	78.20
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	12769	08/21/2023	TONER CARTRIDGE	34.52
01.0100.1020.5405	AMAZON CAPITAL SERVICES, INC	12769	08/21/2023	COPY PAPER/ CHALL	88.18
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	12769	08/21/2023	YARD DEPT SUPPLIES	35.28
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	12769	08/21/2023	JUMBO GREETING CARD	44.05
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	12769	08/21/2023	CELL PHONE SUPPLIES/ PW	11.01
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	12769	08/21/2023	OFFICE SUPPLIES	18.69
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	12769	08/21/2023	FINANCE OFFICE SUPPLIES	41.88
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	12769	08/21/2023	AQUATIC PRGM SUPPLIES	113.61
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	12769	08/21/2023	SUMMER CAMP PRGM SUPPLIES	165.84
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	12769	08/21/2023	SENIOR SERVICES SUPPLIES	241.52
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	12769	08/21/2023	SENIOR SERVICES SUPPLIES	89.67
01.0000.0000.4560	ANA MADRIGAL	12770	08/21/2023	SWIM LESSONS REFUND/ MACIAS K	20.00
01.0170.1020.5406	AQUA PURE DRINKING WATER	12771	08/21/2023	AUG'23 DRINKING WATER	73.97
01.0170.1770.5525	AUTOZONE	12772	08/21/2023	#11 AIR FILTER REPLACEMENT & MINOR SERVICE	55.09
01.0170.1770.5525	AUTOZONE	12772	08/21/2023	#18 MINOR SVC & AIR FILTER REPLACEMENT	57.30
01.0170.1770.5525	AUTOZONE	12772	08/21/2023	#11 TOW HITCH & SIGNAL FLASHER	78.72
01.0170.1770.5525	AUTOZONE	12772	08/21/2023	#30- MINOR SERVICE	85.29
01.0170.1770.5525	AUTOZONE	12772	08/21/2023	#32 MINOR SERVICE	38.34
01.0000.0000.4508	BETTY BILBREY VELASQUEZ	12773	08/21/2023	SUMMER CAMP WEEK 3 REIMB/ EVAN	50.00
01.0170.1020.5505	BORREGO ENERGY, LLC	12774	08/21/2023	SOLAR MTNC/ CHALL	1,050.19
01.0170.1020.5505	BORREGO ENERGY, LLC	12774	08/21/2023	SOLAR MNTC/ CCTR	1,394.68
01.0170.1020.5505	BORREGO ENERGY, LLC	12774	08/21/2023	SOLAR MTNC/ TRANS YARD	602.39
01.0150.1530.5952	BROTHERS AWARDS & TROPHIES	12775	08/21/2023	PLAQUE- VOLUNTEER/ C. VEGA	55.00
01.0130.1330.5215	CALIFORNIA COMMUNICATION	12776	08/21/2023	7/1-8/1/23 WIRELESS BRIDGE MVD/ SFTY CTR/ NTP/YARD	680.00
01.0151.1542.5956	CALIFORNIA DESIGNS	12777	08/21/2023	BOXING STAFF UNIFORM	110.00
01.0100.1060.5825	CALIFORNIA JPIA	12778	08/21/2023	FY23-24 POLLUTION LIABILITY INSURANCE PREMIUM	2,910.00
01.0170.1770.5525	CART MART INC	12779	08/21/2023	RT MIRROR & BATTERY	381.45
02.0170.1760.5966	CITY OF EL MONTE-FINANCE DEPT.	12780	08/21/2023	APR'23 CNG FUEL #28	114.62
02.0170.1760.5966	CITY OF EL MONTE-FINANCE DEPT.	12780	08/21/2023	MAY'23 CNG FUEL #28	69.25

01.0000.0000.4508	DAVID MAI	12781	08/21/2023	SUMMER CAMP WEEK 3 REIMB/ ETHAN	40.00
01.0000.0000.4508	DAVID MAI	12781	08/21/2023	SUMMER CAMP WEEK 3 REIMB/ ADAN	50.00
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	12782	08/21/2023	FOOD SUPPLIES FOR CI & CII PRGM	204.82
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	12782	08/21/2023	FOOD SUPPLIES FOR CI & CII PRGM	22.75
01.0170.1720.5520	ECOLAB PEST ELIM. DIVISION	12783	08/21/2023	JULY'23 PEST CONTROL/ YARD	152.79
01.0160.1610.5520	ECOLAB PEST ELIM. DIVISION	12783	08/21/2023	JULY'23 PEST CONTROL/ CCTR	74.02
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	12783	08/21/2023	JULY'23 PEST CONTROL./ CHALL	208.00
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	12783	08/21/2023	JULY'23 PEST CONTROL/ SCTR	312.30
01.0151.1542.5952	EDUARDO MONJARAS	12784	08/21/2023	4TH OF JULY BOXING SHOW STAFF MEALS	270.00
01.0000.0000.4554	EDUARDO PONCE	12785	08/21/2023	DAMAGE DEPOSIT REFUND 07/27/23/ MVD	50.00
01.0100.1040.5922	EL MONTE PRINTING	12786	08/21/2023	COMMUNITY PROMOTION CERTIFICATE PAPER	137.81
01.0130.1310.5406	EL MONTE PRINTING	12786	08/21/2023	FY 23-24 BUDGET BOOK	239.79
01.0140.1430.5406	EL MONTE PRINTING	12786	08/21/2023	BUSINESS CARDS- G. ARREOLA	49.61
01.0140.7020.5406	EL MONTE PRINTING	12786	08/21/2023	BUSINESS CARDS- C. ALVAREZ	55.13
01.0151.1544.5430	EL MONTE UNION HIGH SCHOOL DISTRICT	12787	08/21/2023	DISTRICT STAFF FEE CUSTODIAN/ FIREWORK SHOW	540.00
01.0000.0000.4554	ESTEFANIA HERNANDEZ	12788	08/21/2023	DAMAGE DEPOSIT REFUND/ MVD 08/05/23	50.00
01.0160.1650.5520	EWING IRRIGATION	12789	08/21/2023	IRRIGATION REPAIRS/ NTP	186.96
01.0160.1650.5520	EWING IRRIGATION	12789	08/21/2023	IRRIGATION REPAIRS/ NTP	332.19
01.0170.1710.5520	EWING IRRIGATION	12789	08/21/2023	IRRIGATION REPAIRS/ CHALL	141.31
01.0160.1650.5520	EWING IRRIGATION	12789	08/21/2023	IRRIGATION REPAIRS/ NTP	421.56
01.0160.1650.5520	EWING IRRIGATION	12789	08/21/2023	IRRIGATION REPAIRS/ NTP	75.53
01.0160.1670.5520	EWING IRRIGATION	12789	08/21/2023	IRRIGATION REPAIRS/ MVD	89.34
01.0160.1660.5520	EWING IRRIGATION	12789	08/21/2023	IRRIGATION REPAIRS. SHIVELY	294.79
01.0170.1750.5520	EWING IRRIGATION	12789	08/21/2023	PU,P & STAKING FLAGS	93.31
01.0170.1770.5525	FORD OF MONTEBELLO	12790	08/21/2023	#32 REPLACED WHEELS LOCKS	24.74
01.0000.0000.4554	GABRIELA CHACON	12791	08/21/2023	DAMAGE DEPOSIT REFUND 7/9/23/ AQUA CTR	500.00
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	12792	08/21/2023	7/5-7/13/23 MUNI TEMP/ HR MANAGER	7,500.00
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	12792	08/21/2023	7/17-7/27/23 MUNI TEMP/ HR MANAGER	10,375.00
01.0160.1660.5520	GRANT'S TRUE VALUE HARDWARE	12793	08/21/2023	ZIN UTILITY PULL/ SHIVELY	8.02
01.0160.1660.5520	GRANT'S TRUE VALUE HARDWARE	12793	08/21/2023	KEY CYLINDER LOCKS/ SHIVELY	48.36
01.0170.1720.5520	GRANT'S TRUE VALUE HARDWARE	12793	08/21/2023	OFFICE DESK REPAIR SUPPLIES	11.51
01.0160.1640.5520	GRANT'S TRUE VALUE HARDWARE	12793	08/21/2023	TUBING/ POOL REPAIR	53.55
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	12793	08/21/2023	DRILL BIT & SCREW EXTRACTER	12.73
01.0160.1660.5520	GRANT'S TRUE VALUE HARDWARE	12793	08/21/2023	6 NEW KEYS/ SHIVELY	13.20
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	12793	08/21/2023	11 KEYS & KIEY RINGS/ SCTR	33.65
01.0151.1544.5430	GRANT'S TRUE VALUE HARDWARE	12793	08/21/2023	AIR ACCESS KIT/ 4TH OF JULY	32.99
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	12793	08/21/2023	HOLE COVERS & FAUCET HOSE/ CCTR	43.49
02.0170.1760.5540	GRANT'S TRUE VALUE HARDWARE	12793	08/21/2023	HUMBERT SIDEWALK REPAIR	30.45
01.0160.1640.5425	HASA INC.	12794	08/21/2023	7/17 CHEMICAL DELIVERY	816.64
01.0130.1310.5903	HDL COREN & CONE	12795	08/21/2023	JULY-SEP'23 PROPERTY TAX	2,175.00
06.0300.3010.5215	HUNTINGTON CULINARY	12796	08/21/2023	7/17-7/22 CI & CII NUTRITION PRGM	4,598.75
06.0300.3020.5215	HUNTINGTON CULINARY	12796	08/21/2023	7/17-7/22 CI & CII NUTRITION PRGM	393.25
06.0300.3010.5215	HUNTINGTON CULINARY	12796	08/21/2023	7/1/23 CI NUTRITION PRGM	723.33
01.0170.1770.5525	HYDRAULICS & GASKETS	12797	08/21/2023	P.W #2- DAMAGE HOSE REPAIR	38.59
01.0170.1710.5520	INDUSTRIAL PIPE & STEEL	12798	08/21/2023	CLEANING SUPPLIES/ FLAGPOLE	8.42
01.0160.1640.5520	INDUSTRIAL PIPE & STEEL	12798	08/21/2023	ROUND TUBE-PLATE/ LIFE GUARD STAND	43.47
02.0170.1760.5540	INDUSTRIAL PIPE & STEEL	12798	08/21/2023	SIDEWALK DRAIN PARTS/ 2655 HUMBERT	16.37
01.0160.1630.5520	INDUSTRIAL PIPE & STEEL	12798	08/21/2023	COVER PIPE SUPPLIES/ MCTR	99.24
01.0160.1610.5520	INDUSTRIAL PIPE & STEEL	12798	08/21/2023	FLOORPLATE/ HAND TRUCK LOT POLES	54.90
01.0160.1660.5520	INDUSTRIAL PIPE & STEEL	12798	08/21/2023	14' BOLT CUTTERS	52.40
01.0170.1710.5520	INNER-COOL CORP	12799	08/21/2023	PREVENTATIVE MTNC/ CHALL	680.00
01.0160.1610.5520	INNER-COOL CORP	12799	08/21/2023	AC#1 MOTOR REPLACE/ CCTR	1,169.05
45.0660.6610.5977	JCL TRAFFIC SERVICES	12801	08/21/2023	MISC STREET SIGNS/ ST&RD MTNC PRGM	715.52
01.0160.1630.5520	JCL TRAFFIC SERVICES	12801	08/21/2023	PLAYGROUND RULES SIGNS	90.96
01.0160.1650.5520	JCL TRAFFIC SERVICES	12801	08/21/2023	PLAYGROUND RULES SIGNS	90.95
01.0160.1670.5520	JCL TRAFFIC SERVICES	12801	08/21/2023	PLAYGROUND RULES SIGNS	90.96
02.0170.1760.5537	L.A. COUNTY DEPT OF PUBLIC WORKS	12802	08/21/2023	FY23-24 1ST QUARTER- COUNTY LIGHT MTNC	63,250.00
01.0100.1010.5406	LAB1419	12803	08/21/2023	CITY COUNCIL SUPPLIES	390.01
01.0160.1620.5520	LBC LIGHTING	12804	08/21/2023	LED EMERGENCY EXIT/ SCTR	114.22
01.0160.1620.5520	LBC LIGHTING	12804	08/21/2023	EXIT SIGN/ SCTR	55.01
01.0160.1640.5520	LESLIE'S POOL SUPPLIES INC.	12805	08/21/2023	POOL SUPPLIES	435.51
01.0160.1640.5520	LESLIE'S POOL SUPPLIES INC.	12805	08/21/2023	POOL SUPPLIES	40.56
01.0000.0000.4554	LISA RAMOS	12806	08/21/2023	DAMAGE DEPOSIT REFUND 7/29/23/ MVD	50.00
01.0000.0000.4554	LUZ BENAVIDEZ	12807	08/21/2023	DAMAGE DEPOSIT REFUND/ MVD 7/8/23	50.00
01.0100.1030.5215	MANDELL MUNICIPAL COUNSELING	12808	08/21/2023	JUNE'23 LEGAL SVCS	660.00

01.0000.0000.4560	MARIA ELSA VILLA-SOTO	12809	08/21/2023	SWIM LESSONS REFUND/ DOMINIC	15.00
01.0000.0000.4560	MARIA ELSA VILLA-SOTO	12809	08/21/2023	SWIM LESSONS REFUND/ SHARLENE	20.00
01.0000.0000.4554	MARIE T. DORANTES	12810	08/21/2023	DAMAGE DEPOSIT REFUND 07/28/23/ MVD	50.00
01.0170.1770.5525	MODERN TRAILER SUPPLY CO.	12811	08/21/2023	#11 INSTALL SLEEVE & HITCH REDUCER	43.96
01.0160.1650.5520	MODERN TRAILER SUPPLY CO.	12811	08/21/2023	REFLECTOR- NEW PARKING LOT/ NTP	81.68
01.0170.1770.5525	MODERN TRAILER SUPPLY CO.	12811	08/21/2023	#33 HITCH BALL & MOUNT	143.94
01.0170.1020.5956	NEW SIGN SOLUTION, INC.	12812	08/21/2023	SAFETY STICKERS- HARD HATS	165.37
01.0170.1020.5956	NEW SIGN SOLUTION, INC.	12812	08/21/2023	SAFETY STICKERS- HARD HATS	165.37
01.0151.1545.5430	NEW SIGN SOLUTION, INC.	12812	08/21/2023	VINYLE CHANGE CONCERT DATES	264.60
01.0151.1544.5210	NEW SIGN SOLUTION, INC.	12812	08/21/2023	4TH OF JULY ADVERTISEMENT BANNERS	1,233.39
44.0800.8020.5215	PACIFIC COAST SIGHTSEEING TOURS & CHARTERS INC	12813	08/21/2023	7/24/23 SENIOR EXCURSION TO REDONDO BEACH	1,177.50
01.0000.0000.4560	PANTALEON GARCIA	12814	08/21/2023	SWIMMING LESSONS REIMB/ ISABELLA	30.00
01.0151.1545.5430	PARTY PRONTO	12815	08/21/2023	7/13 SUMMER CONCERT EQUIPMENT RENTAL	1,397.00
01.0151.1545.5210	PARTY PRONTO	12815	08/21/2023	7/27 SUMMER CONCERT EQUIPMENT RENTAL	1,397.00
01.0160.1610.5520	POST ALARM SYSTEMS	12816	08/21/2023	AUG'23 MONTHLY SVCS/ CCTR	45.33
01.0160.1620.5520	POST ALARM SYSTEMS	12816	08/21/2023	AUG'23 MONTHLY SVCS/ SCTR	45.33
01.0160.1630.5520	POST ALARM SYSTEMS	12816	08/21/2023	AUG'23 MONTHLY SVCS/ MCTR	45.33
01.0160.1640.5520	POST ALARM SYSTEMS	12816	08/21/2023	AUG'23 MONTHLY SVCS/ AQUATIC CTR	45.33
01.0160.1650.5520	POST ALARM SYSTEMS	12816	08/21/2023	AUG'23 MONTHLY SVCS/ NTP	94.33
01.0160.1670.5520	POST ALARM SYSTEMS	12816	08/21/2023	AUG'23 MONTHLY SVCS/ MVD	94.33
01.0170.1710.5520	POST ALARM SYSTEMS	12816	08/21/2023	AUG'23 MONTHLY SVCS/ CHALL	121.00
01.0170.1720.5520	POST ALARM SYSTEMS	12816	08/21/2023	AUG'23 MONTHLY SVCS/ YARD	126.00
01.0160.1620.5520	QUENCH USA, INC.	12817	08/21/2023	AUG'23 WATER FILTER/ SCTR	59.96
01.0170.1760.5540	SAKAIDA NURSERY	12818	08/21/2023	STREET TREES/ STREET BEAUTIFICATION	599.76
01.0170.1020.5956	SHOETERIA	12819	08/21/2023	BOOT ALLOWANCE 2023/ W. CAYCO	187.40
01.0170.1020.5956	SHOETERIA	12819	08/21/2023	BOOT ALLOWANCE 2023/ A. MADERA	200.00
01.0170.1020.5956	SHOETERIA	12819	08/21/2023	BOOT ALLOWANCE 2023/ T. REYES	200.00
01.0170.1020.5956	SHOETERIA	12819	08/21/2023	BOOT ALLOWANCE 2023/ A. ULLOA	200.00
01.0170.1020.5956	SHOETERIA	12819	08/21/2023	BOOT ALLOWANCE 2023/ A. APODACA	200.00
01.0170.1020.5956	SHOETERIA	12819	08/21/2023	BOOT ALLOWANCE 2023/ A. AGUILA	196.79
01.0170.1020.5956	SHOETERIA	12819	08/21/2023	BOOT ALLOWANCE 2023/ Y. CORONA	200.00
01.0170.1020.5956	SHOETERIA	12819	08/21/2023	BOOT ALLOWANCE 2023/ A. GONZALEZ	187.40
01.0170.1020.5956	SHOETERIA	12819	08/21/2023	BOOT ALLOWANCE 2023/ C. REYES	168.66
01.0170.1020.5956	SHOETERIA	12819	08/21/2023	BOOT ALLOWANCE 2023/ A. MIRELLA	200.00
01.0170.1020.5956	SHOETERIA	12819	08/21/2023	BOOT ALLOWANCE 2023/ E. VASQUEZ	192.10
01.0170.1020.5956	SHOETERIA	12819	08/21/2023	BOOT ALLOWANCE 2023/ B. SOTO	145.23
01.0170.1020.5956	SHOETERIA	12819	08/21/2023	BOOT ALLOWANCE 2023/ M. HERRERA	150.00
01.0170.1020.5956	SHOETERIA	12819	08/21/2023	BOOT ALLOWANCE 2023/ S. SAAVEDRA	150.00
01.0170.1020.5956	SHOETERIA	12819	08/21/2023	BOOT ALLOWANCE 2023/ D. BARON	182.72
01.0170.1020.5956	SHOETERIA	12819	08/21/2023	BOOT ALLOWANCE 2023/ J. ULTRERAS	192.10
01.0170.1020.5956	SHOETERIA	12819	08/21/2023	RAINBOOTS/ PW	1,279.10
01.0170.1020.5956	SHOETERIA	12819	08/21/2023	2023 BOOT ALLOWANCE/ J. VALLE	200.00
01.0160.1640.5520	SMARDAN SUPPLY	12820	08/21/2023	HOSE VALVE/ POOL	163.25
01.0160.1640.5520	SMARDAN SUPPLY	12820	08/21/2023	WATER HOSE FAWCETT/ POOL	163.25
01.0160.1640.5520	SMARDAN SUPPLY	12820	08/21/2023	SINGLE WATER INLET/ POOL	185.21
01.0151.1545.5210	SOTO ENTERTAINMENT GROUP	12821	08/21/2023	8/24/23 SUMMER CONCERT PERFORMANCE	2,000.00
02.0170.1760.5962	SOUTHEAST CONSTRUCTION PRODUCTS,INC	12822	08/21/2023	SALT ROLLER & BLUE FRESNO HANDLE	179.93
01.0160.1630.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	12822	08/21/2023	KNEE BOARD/ MCTR	201.65
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	12822	08/21/2023	PLASTER SAND/ CHICO AVE OIL SPILL	80.00
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	12822	08/21/2023	PLASTER SAND/ CHICO AVE OIL SPILL	80.00
01.0160.1670.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	12822	08/21/2023	PREMIX & LUMBER	89.37
01.0160.1670.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	12822	08/21/2023	TEMP ASPHALT PATCHES/ MVD	652.22
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	12822	08/21/2023	SAND/ ST WORK LOMA & CHICO	45.15
01.0170.1770.5525	SOUTHERN TIRE MART LLC	12823	08/21/2023	E-1 4 NEW TIRE REPLACEMENTS	399.36
01.0170.1770.5525	SOUTHERN TIRE MART LLC	12823	08/21/2023	TRACTOR TIRE REPAIR	52.76
01.0170.1770.5525	SRS AUTOMOTIVE	12824	08/21/2023	#11 CAR PART REPLACEMENTS	1,586.17
01.0151.1543.5952	SUPERIOR WAREHOUSE GROCERS	12825	08/21/2023	BIKE RIDE FOOD SUPPLIES	3.78
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	12825	08/21/2023	MULTI BREAD/ CI & CII NUTRITION PRGM	30.14
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	12825	08/21/2023	MULTI BREAD/ CI & CII NUTRITION PRGM	3.34
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	12825	08/21/2023	BREAD & TOSTADAS/ CI & CII NUTRITION PRGM	68.13
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	12825	08/21/2023	BREAD & TOSTADAS/ CI & CII NUTRITION PRGM	7.57
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	12825	08/21/2023	TOSTADAS. CI NUTRITION PRGM	23.19
01.0151.1543.5952	SUPERIOR WAREHOUSE GROCERS	12825	08/21/2023	BIKE RIDE FOOD SUPPLIES	6.38
01.0100.1040.5921	THE SAUCE CREATIVE SERVICES CORP.	12826	08/21/2023	AUGUST'23 NEWSLETTER	6,299.41
01.0100.1020.5215	TOWNSEND PUBLIC AFFAIRS	12827	08/21/2023	AUG'23 CONSULTING SVCS	6,750.00

01.0170.1770.5525	TRUE AUTO WERX	12828	08/21/2023	#18 TINT 2 FRONT WINDOWS	90.00
01.0130.1310.5215	TRUSAIC	12829	08/21/2023	AUG'23 ACA MONTHLY	1,040.40
92.0000.0000.6125	U.S. BANK	12830	08/21/2023	7/1/23-6/30/24 REFUNDING BOND ADMIN FEE	2,010.00
02.0170.1760.5540	ULINE	12831	08/21/2023	OIL-DRI BAGS/ STREET SPILLS	1,498.63
01.0170.1710.5520	WATER CHEMISTS,DIV. OF CCI CHEMICAL	12832	08/21/2023	MAR'23 H2O TREATMENT	200.00
01.0170.1710.5520	WATER CHEMISTS,DIV. OF CCI CHEMICAL	12832	08/21/2023	APR'23 H2O TREATMENT	200.00
01.0170.1710.5520	WATER CHEMISTS,DIV. OF CCI CHEMICAL	12832	08/21/2023	MAY'23 H2O TREATMENT	200.00
01.0170.1710.5520	WATER CHEMISTS,DIV. OF CCI CHEMICAL	12832	08/21/2023	JULY'23 H2O TREATMENT	200.00
02.0170.1760.5215	WEST COAST ARBORISTS, INC	12833	08/21/2023	6/16-6/30/23 STREET TREE TRIMMING	66,427.75
45.0660.6610.5977	WHITTIER FERTILIZER	12834	08/21/2023	GORILLA HAIR DURFEE MEDIAN/ ST&RD PRGM	952.56
45.0660.6610.5977	WHITTIER FERTILIZER	12834	08/21/2023	GORILLA HAIR DURFEE MEDIAN/ ST&RD PRGM	476.28
01.0160.1650.5520	WHITTIER FERTILIZER	12834	08/21/2023	4TH OF JULY TURF SUPREME/ NTP	506.71
01.0160.1650.5520	WHITTIER FERTILIZER	12834	08/21/2023	STEER MULCH/ NTP INFIELDS	11.58
01.0160.1650.5520	WHITTIER FERTILIZER	12834	08/21/2023	STEER MULCH/ NTP INFIELDS	19.89
01.0160.1650.5520	WHITTIER FERTILIZER	12834	08/21/2023	4TH OF JULY/ NTP PLANTERS	238.14
01.0160.1650.5520	WHITTIER FERTILIZER	12834	08/21/2023	TOP SOIL- FENCE REMOVAL/ NTP	61.74
01.0160.1670.5520	WHITTIER FERTILIZER	12834	08/21/2023	GORILA HAIR/ MVD	555.66
01.0160.1670.5520	WHITTIER FERTILIZER	12834	08/21/2023	GORILLA HAIR/ MVD	635.04
01.0150.1530.5952	WINNER INTERNATIONAL INC.	12835	08/21/2023	BALLOON DECORATIONS/ SEM BDAY LUNCHEON	25.23
01.0170.1760.5540	WINZER	12836	08/21/2023	GRAFFITI BUSTER	503.30
01.0170.1760.5540	WINZER	12836	08/21/2023	GRAFFITI BUSTER	503.30
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	12837	08/29/2023	PPE 08/19/23	5,155.00
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	12838	08/29/2023	A.R GARNISHMENT 08/19/23	8.15
01.0000.0000.2240	VONS CREDIT UNION	12839	08/29/2023	PPE 08/05/23	43.50
01.0000.0000.2240	VONS CREDIT UNION	12839	08/29/2023	PPE 08/19/23	43.50
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	12840	09/05/2023	AUG'23 ADMIN	1,218.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	12840	09/05/2023	G. ARREOLA REMOVAL	(50.00)
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	12840	09/05/2023	AUG'23 MISC	600.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	12840	09/05/2023	A. CRUZ REMOVAL	(50.00)
01.0000.0000.2260	DELTA DENTAL OF CALIFORNIA	12841	09/05/2023	SEPT'23 DENTAL INSURANCE	5,284.85
01.0151.1543.5952	ESPERANZA FLORES FOLKLORICO DANCE GROUP INC	12842	09/05/2023	9/7/23 NIGHT MARKET/ DANCE PERFORMANCE	400.00
01.0151.1543.5952	RAYMOND RIVERA	12843	09/05/2023	9/7/23 NIGHT MARKET EVENT/ CONCERT PERFORMANCE	800.00
01.0151.1543.5952	ROYAL LUXURY RESTROOMS	12844	09/05/2023	NIGHT MARKET EVENT/ PORTABLE RESTROOM RENTAL	1,000.00
01.0000.0000.2225	STANDARD INSURANCE	12845	09/05/2023	SEPT'23 LIFE & AD&D	7,169.55
01.0000.0000.2224	STANDARD INSURANCE	12846	09/05/2023	SEPT'23 LIFE AD&D & SUPPLEMENTAL	419.45
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	12847	09/06/2023	AUG'23 MANAGED SVCS	13,952.25
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	12847	09/06/2023	AUG'23 CLOUD SVCS	750.00
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	12847	09/06/2023	AUG'23 OFFICE 365	5,221.34
01.0130.1330.6015	ADVANCED MICROCOMPUTING CONCEPTS,INC	12847	09/06/2023	NEW SURFACE PRO/ G. ARREOLA	2,193.06
01.0170.1020.5956	AIRGAS USA, LLC	12848	09/06/2023	SAFETY GLASSES	54.65
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	12849	09/06/2023	JULY'23 GENERAL	15,440.53
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	12849	09/06/2023	JULY'23 SPECIAL PROJECTS	2,928.30
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	12849	09/06/2023	JULY'23 LITIGATION	2,388.91
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	12849	09/06/2023	JULY'23 PERSONNEL	6,707.40
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	12849	09/06/2023	JULY'23 FINANCE	1,725.20
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	12849	09/06/2023	JULY'23 POLICE	136.20
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	12849	09/06/2023	JULY'23 CODE ENFORCEMENT	1,634.40
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	12849	09/06/2023	JULY'23 HOUSING	1,456.00
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	12849	09/06/2023	JULY'23 REFUSE	1,456.00
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	12849	09/06/2023	JULY'23 ADDITIONAL SVCS	7,348.96
02.0170.1760.6020	AM CONSTRUCTION SUPPLY, INC.	12850	09/06/2023	DIAMOND GRINDER CUTTER	143.31
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	12851	09/06/2023	PHONE CASES & SCREEN COVERS	119.00
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	12851	09/06/2023	SUMMER CAMP SUPPLIES	66.04
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	12851	09/06/2023	ANNUAL EVENT PROPS & DECORATIONS	236.36
01.0110.1170.5956	AMAZON CAPITAL SERVICES, INC	12851	09/06/2023	CROSSING GUARD RAIN GEAR	36.57
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	12851	09/06/2023	YARD OFFICE SUPPLIES	61.57
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	12851	09/06/2023	AFTER SCHOOL PRGM SUPPLIES	220.26
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	12851	09/06/2023	PROM EVENT DECORATIONS	270.91
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	12851	09/06/2023	YARD DEPT SUPPLIES	223.55
01.0170.1750.5962	AMAZON CAPITAL SERVICES, INC	12851	09/06/2023	TRIPOD VICE & TRASH CAN	175.24
06.0300.3010.5430	AMAZON CAPITAL SERVICES, INC	12851	09/06/2023	BUG ZAPPER/ DINING ROOM	39.86
01.0150.1540.5406	AMAZON CAPITAL SERVICES, INC	12851	09/06/2023	RECREATION DEPT SUPPLIES	230.95
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	12851	09/06/2023	SUMMER CAMP SUPPLIES	127.29
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	12851	09/06/2023	SUMMER CAMP SUPPLIES	104.42
01.0110.1170.5956	AMAZON CAPITAL SERVICES, INC	12851	09/06/2023	CROSSING GUARD SAFETY GEAR	100.93

01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	12851	09/06/2023	CITY PHONE PROTECTION SUPP	74.18
01.0151.1542.5499	AMAZON CAPITAL SERVICES, INC	12851	09/06/2023	AFTER SCHOOL PRGM SUPPLIES	2,679.05
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	12851	09/06/2023	PROGRAM SUPPLIES/ NTP	181.06
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	12851	09/06/2023	KEY TRACKERS	154.32
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	12851	09/06/2023	YARD DEPT SUPPLIES	88.01
01.0150.1540.5406	AMAZON CAPITAL SERVICES, INC	12851	09/06/2023	RECREATION DEPT SUPPLIES	38.53
01.0110.1170.5956	AMAZON CAPITAL SERVICES, INC	12851	09/06/2023	CROSSING GUARD GEAR	119.94
01.0000.0000.4769	AMBER GARCIA	12852	09/06/2023	AUG'23 MCTR AFTER SCHOOL REIMB/ D. GARCIA	27.50
01.0000.0000.4769	AMBER GARCIA	12852	09/06/2023	AUG'23 MCTR AFTER SCHOOL REIMB/ D. GARCIA	30.00
01.0150.1540.5431	AQUA PURE DRINKING WATER	12853	09/06/2023	AUG'23 WATER WATER SVCS/ CCTR	52.87
01.0170.1770.5525	AUTOZONE	12854	09/06/2023	#13 PARTS RETURN	(40.78)
01.0170.1770.5525	AUTOZONE	12854	09/06/2023	#18 OIL FILTER	7.93
01.0170.1770.5525	AUTOZONE	12854	09/06/2023	BATTERY TEMINALS	15.19
01.0170.1770.5525	AUTOZONE	12854	09/06/2023	E-CART REPLACED BATTERY TERMINAL	5.72
44.0800.8010.5525	AUTOZONE	12854	09/06/2023	#21 ENGINE OIL FILTER & FRESHNER	54.64
01.0170.1770.5525	AUTOZONE	12854	09/06/2023	#13 IGNITION RPLCMT & COIL CYLINDER #4	29.76
01.0170.1770.5525	AUTOZONE	12854	09/06/2023	CREDIT/ BATTERIES RETURN	(15.19)
01.0170.1770.5525	AUTOZONE	12854	09/06/2023	#31 ENGINE OIL-FILTER & AIR FILTER	62.83
01.0150.1530.5952	BALTAZAR ESTRADA	12855	09/06/2023	9/13/23 LIVE ENTERTAINMENT/ PROM	400.00
01.0140.1430.5215	BLACK KNIGHT DATA & ANALYTICS, LLC	12856	09/06/2023	8/8-9/7/23 DATABASE MNTHLY SUBCRPTION	150.00
01.0170.1740.5962	BSN SPORTS LLC	12857	09/06/2023	FIELD DRAGGING NAILS	480.96
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	12858	09/06/2023	JULY'23 BLD'G SVCS INSPECTIONS	8,898.89
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	12858	09/06/2023	JULY'23 BLD'G OFFICIAL SVCS	775.00
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	12858	09/06/2023	JULY'23 BUSINESS LICENSE INSPECTIONS	550.00
01.0160.1620.5520	BUTLER CHEMICALS, INC.	12859	09/06/2023	KITCHEN SUPPLIES/ DISH WASHER	355.13
01.0130.1330.5215	CALIFORNIA COMMUNICATION	12860	09/06/2023	8/1-9/1/23 WIRELESS BRIDGE MVD// YARD/ SFT CTR/NTP	680.00
02.0170.1760.5966	CITY OF EL MONTE-FINANCE DEPT.	12861	09/06/2023	JUNE'23 CNG FUEL #28	151.77
01.0100.1050.5936	CONCENTRA	12862	09/06/2023	AUG'23 NEW HIRE PHYSICALS	235.00
68.0900.9000.5974	COUNCIL FOR WATERSHED HEALTH	12863	09/06/2023	1/1-/31/23 BID PACKAGE/ MERCED GREENWAY PJT #407	1,040.00
68.0900.9000.5974	COUNCIL FOR WATERSHED HEALTH	12863	09/06/2023	10% RETENTION	(104.00)
68.0900.9000.5974	COUNCIL FOR WATERSHED HEALTH	12863	09/06/2023	TETRA TECH CON BID PACKAGE PJT#0407	9,827.85
68.0900.9000.5974	COUNCIL FOR WATERSHED HEALTH	12863	09/06/2023	BID PACKAGE MERCED AVE GREENWAY PJT #407	9,039.65
68.0900.9000.5974	COUNCIL FOR WATERSHED HEALTH	12863	09/06/2023	10% RETENTION	(1,886.75)
01.0100.1050.5934	DANIEL HERNANDEZ	12864	09/06/2023	8/3/23 LIVESCAN REIMB	25.00
01.0100.1050.5934	DEPT. OF JUSTICE-ACCOUNTING OFFICE	12865	09/06/2023	JULY'23 FINGERPRINT APP	96.00
01.0000.0000.4508	DOREEN ESPARZA	12866	09/06/2023	TENNIS CLASS REIMB/ S. ESPARZA	99.00
01.0000.0000.4508	DOREEN ESPARZA	12866	09/06/2023	TENNIS CLASS REIMB/ K. ESPARZA	99.00
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	12867	09/06/2023	6/23 FOOD SUPPLIES REPLACEMENT	246.01
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	12867	09/06/2023	MILK/ CI & CII NUTRITION PRGM	213.54
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	12867	09/06/2023	MILK/ CI & CII NUTRITION PRGM	23.72
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	12867	09/06/2023	MILK/ CI & CII NUTRITION PRGM	87.92
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	12867	09/06/2023	MILK/ CI & CII NUTRITION PRGM	9.76
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	12867	09/06/2023	MILK/ CI & CII NUTRITION PRGM	175.83
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	12867	09/06/2023	MILK/ CI & CII NUTRITION PRGM	19.53
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	12867	09/06/2023	MILK/ CI & CII NUTRITION PRGM	281.33
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	12867	09/06/2023	MILK/ CI & CII NUTRITION PRGM	31.25
01.0140.1430.5215	DUDEK	12868	09/06/2023	JULY'23 HOUSING ELEMENT CONSULTING SVCS	6,833.75
01.0160.1610.5520	ECOLAB PEST ELIM. DIVISION	12869	09/06/2023	AUG'23 PEST CONTROL/ CCTR	74.02
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	12869	09/06/2023	AUG'23 PEST CONTROL/ CHALL	208.00
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	12869	09/06/2023	AUG'23 PEST CONTROL/ SCTR	312.30
01.0170.1770.5525	EL MONTE ORNAMENTAL SUPPLY, INC.	12870	09/06/2023	YARD GATE REMOTES	142.22
01.0170.1770.5525	EL MONTE ORNAMENTAL SUPPLY, INC.	12870	09/06/2023	2 YARD GATE REMOTES	31.42
01.0170.1710.5520	EL MONTE PRINTING	12871	09/06/2023	GUEST PARKING PERMITS/ LORIN ST	219.40
01.0151.1543.5952	ENRIQUE VASQUEZ	12872	09/06/2023	9/7/23 DJ DANCE PERFORMANCE/ NIGHT MARKET	350.00
01.0151.1542.5952	FRANCISCO SALVADOR	12873	09/06/2023	6/23-6/25 BOXING TOURNAMENT HOTEL REIMB	685.86
01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	12874	09/06/2023	HONDA GENERATOR & SMALL TOOLS	2,975.65
01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	12874	09/06/2023	HONDA CAR PARTS	427.50
01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	12874	09/06/2023	NEW LANDSCAPING EQUIPMENT	4,666.88
01.0170.1770.5525	GOT PROPANE INC	12875	09/06/2023	8/25 PROPANE/ FORKLIFT	68.54
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	12876	09/06/2023	7/31-8/10/23 MUNI TEMP SVCS/ HR MANAGER	10,000.00
01.0130.1310.5215	GOVINVEST INC.	12877	09/06/2023	FY23 GASB ACCT VALUATION FEE	1,800.00
02.0170.1760.5540	GRANT'S TRUE VALUE HARDWARE	12878	09/06/2023	25 MPH SCHOOL ZONE SIGN/ LOMA AVE	17.58
01.0151.1543.5952	GRANT'S TRUE VALUE HARDWARE	12878	09/06/2023	HARDWARE/ FARMERS MARKET BANNER	34.75
01.0160.1640.5520	HASA INC.	12879	09/06/2023	8/1/23 CHEMICAL DELIVERY	388.32
01.0160.1640.5425	HASA INC.	12879	09/06/2023	POOL CHEMICAL SUPPLIES	601.93

01.0130.1310.5903	HDL COREN & CONE	12880	09/06/2023	22-23 ACFR STAT PACKAGE & DOL REPORT	1,095.00
01.0151.1543.5952	HOLLIDAY ROCK CO INC	12881	09/06/2023	CONCRETE REPAIRS/ KRUSE REPAIRS	713.31
01.0170.1750.5520	HONEYCOTT, INC	12882	09/06/2023	COGSWELL TREE/ BEE HIVE REMOVAL	140.00
01.0150.1530.5952	HORTENCIA VASQUEZ	12883	09/06/2023	9/15/23 DJ SVCS/ INDEPENDENCE DAY LUNCHEON	300.00
06.0300.3010.5215	HUNTINGTON CULINARY	12884	09/06/2023	7/24-7/29/23 CI & CII NUTR PRGM	5,513.00
06.0300.3020.5215	HUNTINGTON CULINARY	12884	09/06/2023	7/24-7/29/23 CI & CII NUTR PRGM	387.20
06.0300.3010.5215	HUNTINGTON CULINARY	12884	09/06/2023	7/31-8/5/23 CI & CII NUTRITION PRGM	4,771.25
06.0300.3020.5215	HUNTINGTON CULINARY	12884	09/06/2023	7/31-8/5/23 CI & CII NUTRITION PRGM	393.25
06.0300.3010.5215	HUNTINGTON CULINARY	12884	09/06/2023	8/7-8/12/23 CI & CII NUTRITION PRGM	4,978.25
06.0300.3020.5215	HUNTINGTON CULINARY	12884	09/06/2023	8/7-8/12/23 CI & CII NUTRITION PRGM	393.25
01.0170.1770.5525	HYDRAULICS & GASKETS	12885	09/06/2023	PW#2 DAMAGE HOSE REPLCMNT	195.53
01.0170.1770.5525	INDUSTRIAL CLEANING SYSTEMS, INC.	12886	09/06/2023	PW#2 DISK & FUEL FILTER REPLCMNT	169.74
01.0140.1410.5204	JEFFREY MICHAEL ORTIZ	12887	09/06/2023	AUG'23 PC MEETING	150.00
01.0140.1410.5204	KENNETH EUEKHEANG TANG	12888	09/06/2023	AUG'23 PC MEETING	150.00
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	12889	09/06/2023	JULY'23 GRANT SPL ASSIGN DEPUTY	18,883.78
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	12889	09/06/2023	JULY'23 LIABILITY INSURANCE	55,178.42
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	12889	09/06/2023	JULY'23 B/W PATROL FORD EXPLR	17,640.16
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	12889	09/06/2023	JULY'23 LAW ENFORCEMENT SVCS	332,863.76
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	12889	09/06/2023	JULY'23 SPL ASSIGN DEPUTY	108,072.64
01.0110.1110.5635	L.A. COUNTY SHERIFF'S DEPT.	12889	09/06/2023	7/18/23 SATURATION PATROL	1,346.19
01.0110.1110.5633	L.A. COUNTY SHERIFF'S DEPT.	12889	09/06/2023	JULY'23 FIREWORK SUPPRESSION	13,257.78
01.0151.1543.5952	LAB1419	12890	09/06/2023	DOMESTIC VIOLENCE WALK SHIRTS	2,012.06
01.0140.1410.5204	LARRY RODRIGUEZ	12891	09/06/2023	AUG'23 PC MEETING	150.00
01.0140.1410.5204	LEONEL A. BARRERA JR	12892	09/06/2023	AUG'23 PC MEETING	150.00
01.0170.1710.5520	MISSION FENCE & PATIO BUILDERS	12893	09/06/2023	EYETOPS/STRUCTURAL POLES- KRUSE FEED	601.33
01.0150.1530.5406	NEW SIGN SOLUTION, INC.	12894	09/06/2023	CITY LOGO STICKERS/ GIVEAWAY	165.37
01.0150.1530.5406	OFFICE DEPOT	12895	09/06/2023	COPY PAPER & SUPPLIES/ SENIOR SVCS	212.28
01.0150.1530.5406	OFFICE DEPOT	12895	09/06/2023	CORRECTION TAPE/ SENIOR SVCS	32.51
01.0151.1545.5210	PARTY PRONTO	12896	09/06/2023	SUMMER CONCERT/ EQUIP RENTAL	1,397.00
01.0140.7020.5215	PHOENIX GROUP INFORMATION SYSTEMS	12897	09/06/2023	JULY'23 CITE PROCESSING SVCS	185.42
01.0140.1100.5215	PHOENIX GROUP INFORMATION SYSTEMS	12897	09/06/2023	JULY'23 CITE PROCESSING SVCS	2,710.31
01.0160.1610.5520	POST ALARM SYSTEMS	12898	09/06/2023	SETP'23 ALARM SVCS/ CCTR	45.33
01.0160.1620.5520	POST ALARM SYSTEMS	12898	09/06/2023	9/1-9/30 Alarm Svcs SCTR	45.33
01.0160.1630.5520	POST ALARM SYSTEMS	12898	09/06/2023	SETP'23 ALARM SVCS/ MCTR	45.33
01.0160.1640.5520	POST ALARM SYSTEMS	12898	09/06/2023	SETP'23 ALARM SVCS/ POOL	45.33
01.0160.1650.5520	POST ALARM SYSTEMS	12898	09/06/2023	9/1-9/30 Alarm Svcs NTP	94.33
01.0160.1670.5520	POST ALARM SYSTEMS	12898	09/06/2023	SETP'23 ALARM SVCS/ MVD	94.33
01.0170.1710.5520	POST ALARM SYSTEMS	12898	09/06/2023	SETP'23 ALARM SVCS/ CHALL	121.00
01.0170.1720.5520	POST ALARM SYSTEMS	12898	09/06/2023	SETP'23 ALARM SVCS/ YARD	126.00
01.0170.1710.5960	QUADIENT LEASING USA, INC.	12899	09/06/2023	SEPT-DEC'23 QUARTERLY LEASE	438.62
01.0150.1530.5956	RED DOT UNIFORMS	12900	09/06/2023	RECREATION STAFF UNIFORMS	176.88
44.0800.8010.5956	RED DOT UNIFORMS	12900	09/06/2023	TRANSPORTATION STAFF UNIFORMS	286.97
44.0800.8010.5982	REGIONAL TAP SERVICE CENTER	12901	09/06/2023	JULY'23 BUS PASSES	112.96
01.0140.1410.5204	ROBERTO SANCHEZ	12902	09/06/2023	AUG'23 PC MEETING	150.00
01.0151.1543.5952	SAN GABRIEL BREWING, LLC	12903	09/06/2023	WOODEN BARREL DECORATIONS	500.00
01.0000.0000.4250	SEBASTIAN CURIEL	12904	09/06/2023	RES-DEM-23-024 REFUND PLAN CHECK	250.00
01.0130.1310.5280	SECTRAN SECURITY INC.	12905	09/06/2023	AUG'23 ARMORED SVCS	182.98
01.0151.1543.5952	SMITTY'S SIGNWORKS, INC	12906	09/06/2023	BANNERS/ NIGHT MARKET	2,310.00
44.0800.8010.5525	SRS AUTOMOTIVE	12907	09/06/2023	#16 LEFT FRONT WINDOW REGULATOR	296.85
02.0170.1760.5540	SUNBELT RENTALS, INC.	12908	09/06/2023	CONCRETE- RUSH/DURFEE SIDEWALK REPAIR	905.88
01.0150.1530.5430	SUPERIOR WAREHOUSE GROCERS	12909	09/06/2023	CRACKERS/ SENIORS	9.00
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	12909	09/06/2023	TORTILLAS C1 NUTR PRGM	15.16
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	12909	09/06/2023	BREAD & TORTILLAS/ CI & CII NUTR PRGM	79.55
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	12909	09/06/2023	BREAD & TORTILLAS/ CI & CII NUTR PRGM	8.83
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	12909	09/06/2023	BREAD & TORTILLAS/ CI & CII NUTR PRGM	103.18
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	12909	09/06/2023	BREAD & TORTILLAS/ CI & CII NUTR PRGM	11.46
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	12909	09/06/2023	BREAD & TORTILLAS/ C1 & CII NUTR PRGM	68.37
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	12909	09/06/2023	BREAD & TORTILLAS/ C1 & CII NUTR PRGM	7.59
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	12909	09/06/2023	DINNER ROLLS/ CI NUTRITION PRGM	13.52
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	12909	09/06/2023	BREAD/ CI & CII NUTRITION PRGM	55.25
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	12909	09/06/2023	BREAD/ CI & CII NUTRITION PRGM	6.13
44.0800.8010.5525	SUPERKLEEN CARWASH, INC.	12910	09/06/2023	JULY'23 TRANS VEHICLE WASHES	162.00
01.0000.0000.4508	SUSANA RAMIREZ	12911	09/06/2023	SUMMER CAMP WEEK 4 REIMB/ M. RAMIREZ	10.00
01.0100.1050.5936	TAG/AMS, INC.	12912	09/06/2023	MAR'23 DOT DRUG TEST	180.00
01.0150.1540.6015	TYLER TECHNOLOGIES, INC	12913	09/06/2023	08/03/23 PARKS & REC CASHIERING SVCS	520.00

01.0130.1310.5906	VASQUEZ & COMPANY LLP	12914	09/06/2023	AUDIT WORKPAPERS	5,000.00
01.0160.1640.5520	WATER CHEMISTS,DIV. OF CCI CHEMICAL	12915	09/06/2023	8/21/23 H2O TREATMENT	200.00
68.0900.9000.5969	WEST & ASSOCIATES ENGINEERING, INC.	12916	09/06/2023	7/23-8/4/23 ENG SVCS #110	18,000.00
01.0160.1660.5520	WHITTIER FERTILIZER	12917	09/06/2023	SHIVELY FIELD REHAB	520.38
01.0150.1530.5952	WINNER INTERNATIONAL INC.	12918	09/06/2023	TABLE CLOTHES/ PROM EVENT	52.92
01.0000.0000.4554	XEBEC BUILDING COMPANY	12919	09/06/2023	8/2/23 DAMAGE DEPOSIT REFUND	600.00
01.0130.1330.5950	XEROX CORPORATION	12920	09/06/2023	7/30-8/29/23 COPIER LEASE	1,547.99
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0000881	07/21/2023	PPE 07/22/23 FEDERAL	29.66
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000881	07/21/2023	PPE 07/22/23 MEDICARE	24.04
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000881	07/21/2023	PPE 07/22/23 FICA	102.82
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000882	07/21/2023	PPE 07/22/23 TNG WTHD'G	0.83
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000882	07/21/2023	PPE 07/22/23 UI TAX WTHD'G	16.59
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000882	07/21/2023	PPE 07/22/23 STATE WTHD'G	9.57
01.0151.1543.5952	HOME DEPOT CREDIT SERVICES	DFT0000883	07/26/2023	SPECIAL EVENT SUPPLIES	143.90
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0000883	07/26/2023	WIRE/ INSTALL NEW OUTLETS-CCTR	106.16
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0000883	07/26/2023	ELECTRICAL SUPPLIES/ CCTR	198.89
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0000883	07/26/2023	EXTERNAL LIGHTS/ CCTR	103.21
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0000883	07/26/2023	PAINT SPRAYER/ SCTR PATIO	328.55
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0000883	07/26/2023	PAINT SUPPLIES/ WOOD DAMAGE- SCTR	156.58
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0000883	07/26/2023	JOINT COMPOUND	18.60
01.0160.1650.5520	HOME DEPOT CREDIT SERVICES	DFT0000883	07/26/2023	PAINT SUPPLIES/ NTP	119.36
01.0160.1650.5520	HOME DEPOT CREDIT SERVICES	DFT0000883	07/26/2023	PAINT/ NTP	543.80
01.0160.1650.5520	HOME DEPOT CREDIT SERVICES	DFT0000883	07/26/2023	ELECTRICAL SUPPLIES/ CCTR	56.28
01.0160.1670.5520	HOME DEPOT CREDIT SERVICES	DFT0000883	07/26/2023	PAINT & CLEANING SUPP/ MVD	265.58
01.0170.1720.5520	HOME DEPOT CREDIT SERVICES	DFT0000883	07/26/2023	LOCK BOX/ YARD	49.59
01.0170.1740.5435	HOME DEPOT CREDIT SERVICES	DFT0000883	07/26/2023	JANITORIAL SUPPLIES	44.78
01.0170.1740.5435	HOME DEPOT CREDIT SERVICES	DFT0000883	07/26/2023	JANITORIAL SUPPLIES	136.25
01.0170.1750.5505	HOME DEPOT CREDIT SERVICES	DFT0000883	07/26/2023	REPLACEMENT TOOLS	155.12
01.0170.1760.5540	HOME DEPOT CREDIT SERVICES	DFT0000883	07/26/2023	WOOD STUDS	21.97
01.0170.1760.5540	HOME DEPOT CREDIT SERVICES	DFT0000883	07/26/2023	PINE SOLES/ ST. FLAGS	276.60
01.0170.1760.5962	HOME DEPOT CREDIT SERVICES	DFT0000883	07/26/2023	TOOL BAG ORGANIZER	26.42
45.0660.6610.5977	HOME DEPOT CREDIT SERVICES	DFT0000883	07/26/2023	TOOLS- STREET DEPT	81.52
45.0660.6610.5977	HOME DEPOT CREDIT SERVICES	DFT0000883	07/26/2023	PAINT SUPPLIES	1,030.46
45.0660.6610.5977	HOME DEPOT CREDIT SERVICES	DFT0000883	07/26/2023	PAINT SUPPLIES CREDIT	(198.40)
45.0660.6610.5977	HOME DEPOT CREDIT SERVICES	DFT0000883	07/26/2023	MASKING PAPER/ STREETS	110.62
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000884	07/26/2023	6/8-7/10/23 1628 IRRIG DURFEE	236.60
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000885	07/26/2023	6/8-7/10/23 FARDON-PECK	68.40
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000886	07/26/2023	6/8-7/10/23 1222 IRRIG PECK	298.56
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000887	07/26/2023	6/8-7/10/23 1660 IRRIG DURFEE	136.78
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000888	07/26/2023	6/8-7/12/23 1502 IRRIG PECK	276.43
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000889	07/26/2023	6/8-7/10/23 THIENES/ PARKWAY	27.36
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000890	07/26/2023	6/8-7/10/23 1710 IRRIG DURFEE	236.60
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000891	07/26/2023	6/8-7/10/23 1508 IRRIG PECK	241.03
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000892	07/26/2023	6/8-7/10/23 1109 IRRIG PECK	218.90
01.0170.1730.5705	SO CAL GAS	DFT0000893	07/25/2023	6/15-7/17/23 1500 CENTRAL AVE	2,108.74
01.0170.1730.5705	SO CAL GAS	DFT0000894	07/25/2023	6/15-7/17/23 1556 CENTRAL AVE	246.01
01.0170.1730.5705	SO CAL GAS	DFT0000895	07/25/2023	6/15-7/17/23 1900 CENTRAL AVE	43.73
01.0170.1730.5705	SO CAL GAS	DFT0000896	07/25/2023	6/15-7/17/23 1450 LIDCOMBE AVE	137.48
01.0170.1730.5705	SO CAL GAS	DFT0000897	07/25/2023	6/15-7/17/23 1824 CENTRAL AVE	86.49
01.0170.1730.5705	SO CAL GAS	DFT0000898	07/25/2023	6/15-7/17/23 1530 CENTRAL AVE	140.76
02.0170.1760.5966	US BANK VOYAGER FLEET SYS	DFT0000899	07/25/2023	5/24-6/24/23 FUEL-CITY TRANSPORTATION	5,987.23
01.0000.0000.2225	AFLAC WORLDWIDE HEADQUARTERS	DFT0000900	07/27/2023	JULY'23 INSURANCE	1,349.10
01.0000.0000.2250	CALPERS	DFT0000901	07/26/2023	AUG'23 ACTIVE EMPLOYEE PREMIUM	76,452.07
01.0100.1050.5941	CALPERS	DFT0000901	07/26/2023	AUG'23 ADMIN FEE/ ACTIVE	244.65
01.0100.1050.5941	CALPERS	DFT0000901	07/26/2023	AUG'23 ADMIN FEE/ RETIRED	28.71
01.0100.1050.5945	CALPERS	DFT0000901	07/26/2023	AUG'23 EMPLOYER SHARE OF RETIRED PREMIUM	1,359.00
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000902	07/27/2023	JULY'23 RATE PLAN 27216	349.64
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000903	07/27/2023	PPE 07/22/23 RATE PLAN 23047	1,829.25
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000903	07/27/2023	PPE 07/22/23 RATE PLAN 27216	9,991.25
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000903	07/27/2023	PPE 07/22/23 RATE PLAN 27216	12,971.34
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0000904	07/27/2023	PPE 07/22/23 FEDERAL	17,683.18
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000904	07/27/2023	PPE 07/22/23 FICA	26,033.02
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000904	07/27/2023	PPE 07/22/23 MEDICARE	6,088.38
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000905	07/27/2023	PPE 07/22/23 TNG WTHD'G	35.35
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000905	07/27/2023	PPE 07/22/23 UI TAX WTHD'G	706.95

01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000905	07/27/2023	PPE 07/22/23 STATE WTHD'G	5,516.15
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000906	07/20/2023	CASE 200000002135289	780.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000906	07/20/2023	CASE 1457313	402.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000906	07/20/2023	CASE 200000002163990	359.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000906	07/20/2023	CASE 0980438	150.00
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000907	07/26/2023	6/9-7/11/23 1926 IRRIG DURFEE	272.00
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000908	07/27/2023	6/23-7/12/23 1675 IRRIG DURFEE	163.33
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000909	07/26/2023	6/9-7/11/23 2018 DURFEE	227.75
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000910	07/27/2023	6/23-7/12/23 1450 LIDCOME	369.76
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000911	07/26/2023	6/9-7/11/23 11016 GOMEZ PALACIO	27.36
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000912	07/26/2023	6/9-7/11/23 1903 IRRIG DURFEE	136.78
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000913	07/31/2023	6/13-7/13/23 N LERMA/ MILLET	227.75
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000914	07/31/2023	6/13-7/13/23 1819 N CENTRAL	280.85
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000915	07/31/2023	6/13-7/13/23 MERCED N/W SANTA ANITA	63.16
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000916	07/31/2023	6/13-7/13/23 1707 N MERCED	76.04
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000917	07/31/2023	6/13-7/13/23 2000 IRRIG SANTA ANITA	72.83
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000918	07/31/2023	6/13-7/13/23 1500 N CENTRAL	1,227.92
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000919	07/31/2023	6/13-7/13/23 1824 N CENTRAL	431.32
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000920	07/31/2023	6/13-7/13/23 1900 N CENTRAL	165.76
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000921	07/31/2023	6/13-7/13/23 1530 N CENTRAL	263.15
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000922	07/31/2023	6/13-7/13/23 1819 N MERCED	232.15
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000923	07/31/2023	6/13-7/13/23 N/E MERCED SANTA ANITA	229.71
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000924	07/31/2023	6/3-7/13/23 1415 N SANTA ANITA	329.54
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000925	07/31/2023	6/13-7/13/23 10452 E RUSH	94.96
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000926	07/31/2023	6/13-7/13/23 1652 IRRIG TYLER	282.82
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000927	07/31/2023	6/13-7/13/23 2022 N CENTRAL	81.68
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000928	07/31/2023	6/13-7/13/23 1556 N CENTRAL	378.22
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000929	07/31/2023	6/14-7/16/23 1415 SANTA ANITA AVE	1,870.55
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000930	07/31/2023	6/14-7/16/23 1556 CENTRAL AVE	3,229.33
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000931	07/31/2023	6/14-7/16/23 1530 CENTRAL AVE	3,181.57
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000932	07/31/2023	6/14-7/16/23 1824 CENTRAL AVE	424.75
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000933	08/03/2023	PPE 08/05/23 MEDICARE	1.80
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000933	08/03/2023	PPE 08/05/23 FICA	7.68
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000934	08/03/2023	PPE 08/05/23 UI TAX WTHD'G	1.24
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000934	08/03/2023	PPE 08/05/23 UI TNG WTHD'G	0.06
01.0000.0000.2223	HARTFORD INSURANCE	DFT0000935	08/03/2023	AUG'23 LT DISABILITY	7,703.16
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000936	08/01/2023	6/14-7/17/23 2004 IRRIG ROSEMEAD	27.36
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000937	08/01/2023	6/14-7/17/23 2218 ROSEMEAD	136.78
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000938	08/02/2023	6/15-7/18/23 2620 ROSEMEAD	176.61
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000939	08/02/2023	6/15-7/18/23 2464 ROSEMEAD	150.05
01.0140.1100.5406	SPARKLETTS	DFT0000940	08/01/2023	JUNE'23 WATER SVCS	23.98
01.0140.7020.5406	SPARKLETTS	DFT0000940	08/01/2023	JUNE'23 WATER SVCS	23.98
01.0000.0000.2260	STANDARD INSURANCE D2	DFT0000941	08/03/2023	AUG'23 DENTAL	5,078.80
01.0000.0000.2224	WASHINGTON NATIONAL INSURANCE CO	DFT0000942	08/02/2023	AUG'23 SUPPLEMENTAL LIFE INSURANCE	1,050.61
01.0100.1020.5932	ELAN FINANCIAL SERVICES	DFT0000943	08/10/2023	7/14-8/13 ZOOM SUBSCRIPTION	15.99
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000943	08/10/2023	FACEBOOK ADVERTISING/ FARMERS MARKET	18.16
01.0110.1110.5220	ELAN FINANCIAL SERVICES	DFT0000943	08/10/2023	EQUIPMENT/ SHERIFFS DEPT	3,208.70
01.0100.1010.5914	ELAN FINANCIAL SERVICES	DFT0000943	08/10/2023	ICSC YEARLY MEMBERSHIP	125.00
01.0100.1010.5914	ELAN FINANCIAL SERVICES	DFT0000943	08/10/2023	RE-OCCURRING PHONE CHARGES	6.99
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0000943	08/10/2023	RE-OCCURRING HOT SPOT CHARGE	55.00
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000943	08/10/2023	POSTERWALL MONTHLY SUBSCRIPTION	9.95
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000944	08/09/2023	6/19-6/22 FB ADVERTISEMENT/ SUMMER CONCERT PROMO	20.00
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0000944	08/09/2023	CITY COUNCIL HOT SPOTS	220.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO 40TH ANNUAL CONF NYC- HOTEL CHARGES #622	1,592.96
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO 40TH ANNUAL CONF NYC- MEALS #622	98.33
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO 40TH ANNUAL CONF NYC- MEALS #622	80.77
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO 40TH ANNUAL CONF NYC- MEALS #622	80.77
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO 40TH ANNUAL CONF NYC- MEALS #622	52.16
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	7/11-7/13 NALEO 40TH ANNUAL CONF NYC- MEALS #622	72.16
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	40TH ANNUAL CONF NYC- LUGGAGE FEE #622	35.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO 40TH ANNUAL CONF NYC- LUGGAGE FEE #622	15.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO 40TH ANNUAL CONF NYC- MEALS #622	12.17
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO 40TH ANNUAL CONF NYC- LUGGAGE FEE #622	35.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	7/27-7/30 ICA CITIES CONF- CONRADO CA #622	1,100.00
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	COUNCIL BACKPACK GIVEAWAY SUPPLIES	2,020.93

01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	SUMMER PROGRAM SUPPLIES	154.93
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	SPECIAL EVENT SUPPLIES	230.97
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	SUMMER PROGRAM SUPPLIES	157.15
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	SPECIAL EVENT SUPPLIES	90.00
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	SPECIAL EVENT SUPPLIES	295.27
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	SPECIAL EVENT SUPPLIES	216.37
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	4TH OF JULY SUPPLIES	448.78
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	4TH OF JULY SUPPLIES	224.37
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	4TH OF JULY SUPPLIES	469.80
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	SUMMER PARTNERSHIP PRGM SNACKS	80.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	SUMMER PARTNERSHIP PRGM SUPPLIES	391.64
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	SUMMER PARTNERSHIP PRGM SUPPLIES	140.66
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	SUMMER PARTNERSHIP PRGM SNACKS	408.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	SUMMER PARTNERSHIP PRGM SUPPLIES	101.13
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	SUMMER PARTNERSHIP PRGM SUPPLIES	96.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	SUMMER PARTNERSHIP PRGM SUPPLIES	78.67
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	SUMMER PARTNERSHIP PRGM SUPPLIES	71.70
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	SUMMER PARTNERSHIP PRGM SUPPLIES	63.12
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	SUMMER PARTNERSHIP PRGM SUPPLIES	177.38
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	SUMMER PARTNERSHIP PRGM SUPPLIES	45.85
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	SUMMER CAMP WEEK 2 SUPPLIES	4.02
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	SUMMER CAMP WEEK 2 SUPPLIES	32.69
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	SUMMER PARTNERSHIP PRGM SUPPLIES	8.41
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	SUMMER PARTNERSHIP PRGM SUPPLIES	14.89
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	SUMMER PARTNERSHIP PRGM SUPPLIES	32.19
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	SUMMER PARTNERSHIP PRGM SUPPLIES	51.73
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	7/20 MOVIE- FOOD	399.52
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	CITY 65TH BDAY CAKE DECOR	26.24
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	WATER/ SUMMER CONCERT BAND	37.92
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	4TH OF JULY STAFF SNACKS	87.27
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	4TH OF JULY EVENT/ STAFF BFAS	305.39
01.0151.1544.5440	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	4TH OF JULY/ FOOD	1,034.89
01.0151.1544.5440	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	4TH OF JULY/ FOOD	458.85
01.0151.1545.5210	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	GENERATOR/ SUMMER CONCERT	178.48
01.0140.7020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	SMART SIGN- PARKING PERMITS/ LORIN AVE	261.57
01.0160.1630.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	CONCRETE PUMP TRUNK RENTAL/ MCTR	482.31
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	9/20-9/22 LEAGUE OF CA CITIES- REGISTRATION #622	650.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO ANNUAL CONF NYC- TRANSPORTATION CHARGES #622	14.98
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO ANNUAL CONF NYC- HOTEL CHARGES #622	238.73
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO ANNUAL CONF NYC- HOTEL CHARGES #622	1,306.79
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO ANNUAL CONF NYC- PARKING CHARGES #622	199.52
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO ANNUAL CONF NYC- TRANSPORTATIONCHARGES #622	116.65
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO ANNUAL CONF NYC- TRANSPORTATION CHARGES #622	104.82
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	LEAGUE OF CA CITIES- FLIGHT CHARGES #622	344.96
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO ANNUAL CONF NYC- TRANSPORTATION CHARGES #622	102.79
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO ANNUAL CONF NYC- TRANSPORTATION CHARGES #622	55.99
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO ANNUAL CONF NYC- TRANSPORTATION CHARGES #622	43.96
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO ANNUAL CONF NYC- TRANSPORTATION CHARGES #622	31.93
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO ANNUAL CONF NYC- BAG FEE #622	30.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	7/11-7/11 NALEO ANNUAL CONF NYC- BAG FEE #622	30.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO ANNUAL CONF NYC- TRANSPORTATION CHARGES #622	96.60
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO ANNUAL CONF NYC- TRANSPORTATION CHARGES #622	18.95
01.0130.1310.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	EXPRESS OVERNIGHT POSTAGE- CAMP	28.75
01.0120.1210.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	9/27-9/29/23 MMCA SEMIRA REGISTRATION	1,332.38
01.0120.1210.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	FY23-24 CCAC MEMBERSHIP FEE	250.00
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	SUPPLIES/ SUMMER SOCIAL	7.70
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	6/4-7/3/23 DIRECT TV MONTHLY SUBSCRIPTION	45.99
06.0300.3020.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	HAMBURGER BUNS/ CII NUTRITION PRGM	14.97
06.0300.3020.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	SUPPLIES/ CII NUTRITION PRGM	262.17
01.0150.1540.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	STAFF SWIM SUITS	559.45
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NNO DECORATIONS	181.88
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	BIKE/ BIKE RIDE RAFFLE	183.96
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	TABLE COVER CLEANING	80.00
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	BIKE RIDE SUPPLIES	111.30
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	4TH OF JULY GAME BOOTH SUPPLIES	493.43

01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	4TH OF JULY EVENT STAFF SNACKS	55.47
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	4TH OF JULY EVENT SUPPLIES	480.15
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	4TH OF JULY EVENT- GAME BOOTH SUPPLIES	141.44
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	4TH OF JULY EVENT SUPPLIES	215.67
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	4TH OF JULY EVENT SUPPLIES	450.44
01.0151.1545.5210	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	GENERATOR RENTAL DIESEL	82.80
01.0151.1545.5210	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	EQUIPMENT GENERATOR RENTAL	155.68
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	6/27/22 CITY COUNCIL MEETING DINNER	324.43
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	LUNCH EVENT- AFFORDABLE HOUSING/ REGISTRATION	15.89
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	SGV TRIBUNE SUBSCRIPTION	26.00
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	7/6 REVIEW OF CITY COUNCIL AGENDA	27.04
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	INCLUSIVE AFFORDABLE HOUSNG BUS TOUR- REGISTRATION	26.38
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	6/27/22 REVIEW OF CITY COUNCIL AGENDA MEETING	62.51
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	LA TIMES MONTHLY SUBSCRIPTION	15.96
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	6/23-7/22 ZOOM MONTHLY SUBSCRIPTION	319.90
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	INCLUSIVE AFFORDABLE HOUSNG BUS TOUR- REGISTRATION	26.37
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	FB PROMOTE/ SUMMER CONCERTS	75.00
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	FB PROMOTE/ CITY EVENTS	16.81
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	FB PROMOTE/ CITY EVENTS	83.66
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	FB PROMOTE/ CITY EVENTS	125.00
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	7/3-8/2 ADOBE SUBSCRIPTION	9.99
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	LUNCH EVENT- AFFORDABLE HOUSING/ REGISTRATION	15.88
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	SUMMER CONCERT ICE CHEST/ SNACKS	174.10
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	DIGITAL BUSINESS CARDS/ CITY COUNCIL	154.36
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	CITY COUNCIL MEETING DINNER	266.68
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	CITY COUNCIL MEETING DINNER	293.90
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	CHALL SUPPLIES	300.90
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	DIGITAL BUSINESS CARDS/ C.M	154.36
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	CHALL CLEANING SUPPLIES	16.54
01.0100.1050.5940	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	EMPLOYEE RECOGNINTION SUPPLIES	76.89
01.0100.1050.5940	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	EMPLOYEE RECOGNITION- CHEESECAKE	16.99
01.0100.1050.5940	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	EMPLOYEE RECOGNITION SUPPLIES	12.48
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	ICE CREAMN SOCIAL- 1ST DAY OF SUMMER	97.76
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	ADDITIONAL CHAIRS/ SPECIAL EVENTS	1,074.57
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	COPY PAPER/ CHALL	43.86
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	6/14-6/30/23 STAMPLI MONTHLY CHARGE	825.59
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	JULY'23 INTERNET SVCS	336.85
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	6/7-7/6/23 CABLE & INTERNET SVCS/ YARD	152.97
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	6/16-7/15/23 CABLE & INTERNET SVCS	325.09
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	5/3-6/2/23 CITY CELL SVCS	4,441.25
44.0800.8015.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	5/3-6/2/23 TRAN CELL SVCS #414	84.94
44.0800.8015.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	5/3-6/2/23 TRAN DATA SVCS #414	50.30
68.0900.9000.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	5/3-6/2/23 TRAN CELL SVCS #414	254.81
68.0900.9000.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	5/3-6/2/23 TRAN DATA SVCS #414	150.90
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO ANNUAL CONF NYC- TRANSPORTATION CHARGES #622	10.94
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO ANNUAL CONF NYC- TRANSPORTATION CHARGES #622	18.93
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO ANNUAL CONF NYC- TRANSPORTATION CHARGES #622	75.59
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO ANNUAL CONF NYC- TRANSPORTATION CHARGES #622	26.76
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO ANNUAL CONF NYC- TRANSPORTATION CHARGES #622	50.28
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	7/11-7/13 NALEO 40TH ANNUAL CONF NYC- SNACKS #622	74.99
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO 40TH ANNUAL CONF NYC- BAG FEE #622	80.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO ANNUAL CONF NYC- TRANSPORTATION CHARGES #622	25.99
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO ANNUAL CONF NYC- HOTEL CHARGES#622	1,248.68
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO ANNUAL CONF NYC- SNACKS #622	14.38
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO ANNUAL MEMBERSHIP #622	100.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO ANNUAL CONF NYC- TRANSPORTATION CHARGES #622	104.05
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0000945	08/04/2023	NALEO ANNUAL CONF NYC- TRANSPORTATION CHARGES #622	8.37
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0000946	08/04/2023	PPE 08/05/23 FEDERAL	43.87
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000946	08/04/2023	PPE 08/05/23 MEDICARE	28.10
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000946	08/04/2023	PPE 08/05/23 FICA	120.12
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000947	08/07/2023	PPE 08/05/23 UI TAX WTHD'G	19.38
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000947	08/07/2023	PPE 08/05/23 TNG WTHD'G	0.97
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000947	08/07/2023	PPE 08/05/23 STATE WTHD'G	12.64
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000948	08/09/2023	6/23-7/25/23 1341 ISLAND/ SANTA ANITA	50.12
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000949	08/09/2023	6/23-7/25/23 1450 LIDCOMBE	6,183.07

01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000950	08/09/2023	6/23-7/25/23 1402 IRR LERMA	2,893.89
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000951	08/09/2023	6/23-7/25/23 1415 IRRG SANTA ANITA	731.13
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000952	08/09/2023	6/23-7/25/23 1530 IRRG CENTRAL	420.00
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000953	08/09/2023	6/23-7/25/23 1450 LIDCOMBE	356.09
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000954	08/09/2023	6/23-7/25/23 1819 CENTRAL	932.23
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000955	08/09/2023	6/23-7/25/23 1556 IRRG CENTRAL	397.23
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000956	08/09/2023	6/23-7/25/23 1500 CENTRAL	700.78
01.0170.1730.5705	SO CAL GAS	DFT0000957	08/08/2023	6/29-7/30/23 1415 SANTA ANITA AVE	549.65
02.0170.1760.5966	US BANK VOYAGER FLEET SYS	DFT0000958	08/10/2023	6/25-7/24/23 FUEL-CITY TRANSPORTATION	5,862.78
01.0130.1310.5215	CALPERS RETIREMENT	DFT0000959	08/11/2023	GASB-68 REPORTS 23047	350.00
01.0130.1310.5215	CALPERS RETIREMENT	DFT0000959	08/11/2023	GASB-68 REPORTS 685	350.00
01.0130.1310.5215	CALPERS RETIREMENT	DFT0000959	08/11/2023	GASB-68 REPORTS 27216	350.00
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000960	08/11/2023	PPE 08/05/23 RATE PLAN 23047	1,829.25
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000960	08/11/2023	PPE 08/05/23 RATE PLAN 685	9,953.95
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000960	08/11/2023	PPE 08/05/23 RATE PLAN 27216	12,866.54
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000961	08/14/2023	PPE 08/05/2 UI TAX WTHD'G	681.92
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000961	08/14/2023	PPE 08/05/2 TNG WTHD'G	34.07
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000961	08/14/2023	PPE 08/05/2 STATE WTHD'G	7,227.48
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000962	08/11/2023	CASE 200000002135289	780.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000962	08/11/2023	CASE 0980438	150.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000962	08/11/2023	CASE 200000002163990	359.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000962	08/11/2023	CASE 1457313	402.50
02.0170.1760.5550	ATHENS SERVICES	DFT0000963	08/16/2023	AUGUST'23 SWEEPER SVCS	6,140.00
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0000964	08/17/2023	PPE 08/19/23 FEDERAL	134.65
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000964	08/17/2023	PPE 08/19/23 FICA	427.28
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000964	08/17/2023	PPE 08/19/23 MEDICARE	99.92
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0000965	08/11/2023	PPE 08/05/23 FEDERAL	22,803.94
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000965	08/11/2023	PPE 08/05/23 FICA	29,688.74
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000965	08/11/2023	PPE 08/05/23 MEDICARE	6,943.36
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000966	08/17/2023	PPE 08/19/23 UI TAX WTHD'G	68.91
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000966	08/17/2023	PPE 08/19/23 TNG WTHD'G	3.45
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000966	08/17/2023	PPE 08/19/23 STATE WTHD'G	41.12
01.0170.1770.5950	JCB FINANCE, PROG. BANK OF THE WEST	DFT0000967	08/16/2023	AUG'23 TRACTOR LEASE	1,694.67
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000968	08/15/2023	8/1-9/1/23 1900 N CENTRAL	108.44
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000969	08/15/2023	8/1-9/1/23 1415 N SANTA ANITA	72.29
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0000970	08/14/2023	7/1-7/31/23 STREET LIGHTS	5,300.17
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0000971	08/14/2023	7/1-7/31/23 STREET LIGHTS	3,753.75
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0000972	08/16/2023	7/1-7/31/23 STREET LIGHTS	2,167.47
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000973	08/14/2023	7/1-7/31/23 2028 CENTRAL AVE	293.98
01.0000.0000.2250	CALPERS	DFT0000974	08/23/2023	SEPT'23 ACTIVE EMPLOYEE PREMIUM	71,619.99
01.0100.1050.5941	CALPERS	DFT0000974	08/23/2023	SEPT'23 ADMIN FEE/ ACTIVE	229.18
01.0100.1050.5941	CALPERS	DFT0000974	08/23/2023	SEPT'23 ADMIN FEE/ RETIRED	21.18
01.0100.1050.5945	CALPERS	DFT0000974	08/23/2023	SEPT'23 EMPLOYER SHARE OF RETIRED PREMIUM	1,057.00
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000975	08/24/2023	PPE 08/19/23 RATE PLAN 27216	12,647.84
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000975	08/24/2023	PPE 08/19/23 RATE PLAN 23047	1,829.25
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000975	08/24/2023	PPE 08/19/23 RATE PLAN 685	10,000.57
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000976	08/23/2023	AUG'23 RATE PLAN 27216	349.64
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0000977	08/24/2023	PPE 08/19/23 FEDERAL	17,145.45
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000977	08/24/2023	PPE 08/19/23 MEDICARE	5,798.18
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000977	08/24/2023	PPE 08/19/23 FICA	24,792.54
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000978	08/24/2023	PPE 08/19/23 TNG WTHD'G	24.25
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000978	08/24/2023	PPE 08/19/23 UI TAX WTHD'G	484.60
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000978	08/24/2023	PPE 08/19/23 STATE WTHD'G	5,351.08
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000979	08/24/2023	CASE 0980438	150.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000979	08/24/2023	CASE 200000002163990	359.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000979	08/24/2023	CASE 1457313	402.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000979	08/24/2023	CASE 200000002135289	780.50
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000980	08/24/2023	7/12-8/9/23 1675 IRRIG DURFEE	159.09
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000981	08/22/2023	7/10-8/7/23 THIENES/PARKWAY	27.36
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000982	08/22/2023	7/10-8/7/23 1109 IRRIG PECK	218.90
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000983	08/23/2023	7/11-8/8/23 11016 GOMEZ PALACIO	27.36

01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000984	08/22/2023	7/10-8/7/23 1222 IRRIG PECK	299.06
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000985	08/24/2023	7/12-08/09/23 1450 LIDCOMBE AVE	218.90
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000986	08/22/2023	7/10-8/7/23 1628 IRRIG DURFEE	267.89
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000987	08/22/2023	7/10-8/7/23 1508 IRRG PECK	272.34
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000988	08/22/2023	7/11-8/8/23 1926 IRR DURFEE	272.40
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000989	08/22/2023	7/10-8/7/23 1710 IRRIG DURFEE	245.62
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000990	08/22/2023	7/11-8/8/23 2018 DURFEE	227.81
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000991	08/22/2023	7/10-8/7/23 FARDON-PECK	77.31
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000992	08/22/2023	7/10-8/7/23 1502 IRRIG PECK	290.16
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000993	08/22/2023	7/10-8/7/23 1660 IRRIG DURFEE	136.78
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000994	08/23/2023	7/11-8/8/23 1903 IRRIG DURFEE	136.78
01.0000.0000.2225	AFLAC WORLDWIDE HEADQUARTERS	DFT0000995	08/30/2023	AUG'23 INSURANCE	1,349.10
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000996	08/25/2023	PPE 09/02/23 MEDICARE	18.72
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000996	08/25/2023	PPE 09/02/23 FICA	80.04
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0000997	08/29/2023	PPE 09/02/23 FEDERAL	24.35
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000997	08/29/2023	PPE 09/02/23 MEDICARE	22.50
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000997	08/29/2023	PPE 09/02/23 FICA	96.24
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0000998	08/31/2023	PPE 09/02/23 FEDERAL	99.12
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000998	08/31/2023	PPE 09/02/23 FICA	211.02
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000998	08/31/2023	PPE 09/02/23 MEDICARE	49.34
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000999	09/01/2023	PPE 09/02/23 STATE WTHD'G	20.09
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001000	08/28/2023	PPE 09/02/23 TNG WTHD'G	0.65
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001000	08/28/2023	PPE 09/02/23 UI TAX WTHD'G	12.91
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001001	08/30/2023	PPE 09/02/23 TNG WTHD'G	0.78
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001001	08/30/2023	PPE 09/02/23 UI TAX WTHD'G	15.52
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001001	08/30/2023	PPE 09/02/23 STATE WTHD'G	8.40
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001002	08/28/2023	7/13-8/10/23 1824 N CENTRAL	442.28
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001003	08/28/2023	7/13-8/10/23 10452 E RUSH	95.21
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001004	08/29/2023	7/17-8/14/23 2004 IRRIG RSMD	27.36
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001005	08/28/2023	7/13-8/10/23 N/E MERCED SANTA ANITA	261.87
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001006	08/28/2023	7/13-8/10/23 1500 N CENTRAL	1,340.29
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001007	08/28/2023	7/13-8/10/23 N LERMA/ MILLET	250.17
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001008	08/30/2023	7/18-8/15/23 2620 ROSEMEAD	163.72
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001009	08/28/2023	7/13-8/10/23 1819 N CENTRAL	254.64
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001010	08/28/2023	7/13-8/10/23 MERCED N/W SANTA ANITA	63.37
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001011	08/30/2023	7/18-8/15/23 2464 ROSEMEAD	150.25
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001012	08/29/2023	7/17-8/14/23 2218 ROSEMEAD	136.78
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001013	08/28/2023	7/13-8/10/23 2022 N CENTRAL	99.68
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001014	08/28/2023	7/13-8/10/23 1530 N CENTRAL	276.98
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001015	08/28/2023	7/13-8/10/23 1819 N MERCED	202.43
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001016	08/28/2023	7/13-8/10/23 1556 N CENTRAL	393.14
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001017	08/28/2023	07/13-8/10/23 1652 IRRIG TYLER	266.34
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001018	08/28/2023	7/13-8/10/23 2000 IRRIG SANTA ANITA	72.87
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001019	08/28/2023	7/13-8/10/23 1900 N CENTRAL	157.76
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001020	08/28/2023	7/13-8/10/23 1707 N MERCED	67.57
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001021	08/28/2023	07/13-8/10/23 1415 N SANTA ANITA	348.46
01.0170.1730.5705	SO CAL GAS	DFT0001022	08/24/2023	7/17-8/15/23 1900 CENTRAL AVE	38.63
01.0170.1730.5705	SO CAL GAS	DFT0001023	08/24/2023	7/17-8/15/23 1450 LIDCOMBE AVE	87.29
01.0170.1730.5705	SO CAL GAS	DFT0001024	08/24/2023	7/17-8/15/23 1500 CENTRAL AVE	1,164.74
01.0170.1730.5705	SO CAL GAS	DFT0001025	08/24/2023	7/17-8/15/23 1824 CENTRAL AVE	82.09
01.0170.1730.5705	SO CAL GAS	DFT0001026	08/24/2023	7/17-8/15/23 1556 CENTRAL AVE	382.76
01.0170.1730.5705	SO CAL GAS	DFT0001027	08/24/2023	7/17-8/15/23 1530 CENTRAL AVE	134.22
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001028	08/29/2023	7/17-8/14/23 1415 SANTA ANITA AVE	2,372.24
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001029	08/29/2023	7/17-8/14/23 1556 CENTRAL AVE	3,535.32
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001030	08/29/2023	7/17-8/14/23 1530 CENTRAL AVE	4,411.59
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001031	08/29/2023	7/17-8/14/23 1824 CENTRAL AVE	1,417.61
01.0140.1100.5406	SPARKLETTS	DFT0001032	08/29/2023	JULY'23 WATER SVCS	4.50
01.0140.7020.5406	SPARKLETTS	DFT0001032	08/29/2023	JULY'23 WATER SVCS	4.49

Grand Total 2,354,452.31

Authorization Signatures

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

Rene Salas, City Manager



City Council Agenda Report

Agenda Item No. 7.c.

DATE: September 12, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Ariana De La Cruz, Director of Community Services

SUBJECT: CONSIDERATION AND APPROVAL OF THE 2023 "CHRISTMAS WISH TOY GIVEAWAY" EVENT DONATION LETTER, AUTHORIZATION TO INCLUDE THE CITY COUNCILMEMBERS' SIGNATURES, AND THE DISTRIBUTION OF DONATION LETTERS TO THE SOUTH EL MONTE BUSINESS COMMUNITY

SUMMARY: The Parks and Recreation Division is requesting approval of the 2023 "Christmas Wish Toy Giveaway" donation letter, authorization to include the City Councilmembers' signatures, and the distribution of the donation letters to the South El Monte business community.

RECOMMENDED ACTION: Staff recommends City Council approve the 2023 "Christmas Wish Toy Giveaway" donation letter, authorization to include the City Councilmembers' signatures, and distribution of the donation letters to the South El Monte business community.

FISCAL/FINANCIAL IMPACT: The "Christmas Wish Toy Giveaway" donation letter has been budgeted in the Fiscal Year 2023/2024 General Fund Budget. The estimated cost to produce and distribute the donation letters is in the approximate amount of \$1,857.00. Please find a chart below detailing the estimated cost.

Cost Associated with the Donation Letters

Item	Description and Units	Amount
Letter Supplies	Paper, Envelops, Labels	\$1,000.00
Postage	\$0.51 x 1680 Businesses	\$857.00
Total Cost		\$1,857.00

DISCUSSION: The City of South El Monte strives to provide families with the most entertaining and memorable holiday experience at the annual "Christmas Wish Toy Giveaway" event. The goal is to enhance morale for the upcoming holiday season by rewarding needy families with joyful activities, a snow play area, and wrapped gifts for all the children in attendance. Contributions from local businesses will be utilized to

purchase toys for registered children between the ages of two and thirteen and a warm meal for all in attendance.

The 2023 Christmas Wish Toy Giveaway event will be held on Saturday, December 16, 2023, from 12:00 p.m. to 6:00 p.m. at the South El Monte Community Center.

Staff report prepared by Jayson Perez, Recreation Supervisor.

ATTACHMENT(S):

- A. 2023 Christmas Wish Toy Giveaway Donation Form
- B. 2023 Christmas Wish Toy Giveaway Donation Letter



City of South El Monte Community Services Department



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

“Christmas Wish Toy Giveaway”

Bringing joy to underprivileged families in our community.

Please accept my donation in the amount of:

\$75.00 _____ \$100.00 _____ \$200.00 _____

\$350.00 _____ \$500.00 _____ Other \$ _____

Company Name/Person Name: _____

Address: _____

Phone: _____

Email: _____

Please Make Checks Payable to:
CITY OF SOUTH EL MONTE

Attention:
South El Monte Christmas Wish Toy Giveaway
1415 Santa Anita Ave.
South El Monte, CA 91733

Please mail back check and form in a different envelope than the one received in. Thank you.





CITY OF SOUTH EL MONTE

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



September 12, 2023

Dear Community Partners:

The City of South El Monte strives to provide families with the most entertaining and memorable holiday experience at our annual "Christmas Wish Toy Giveaway" event. Our goal is to enhance morale for the upcoming holiday season by rewarding needy families with joyful activities and gifts for all the children in attendance.

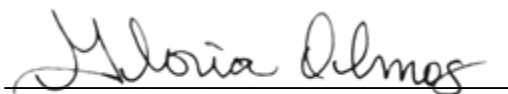
As the holiday season approaches, expectations in the children's hearts begin to rise. The City of South El Monte is seeking assistance from our business community to help spread a bit of holiday cheer to these needy families. Any monetary donation will be appreciated and used to purchase gifts for underprivileged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

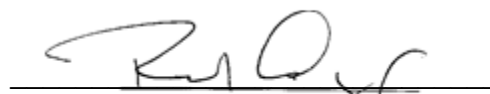
Please save the date of **Saturday, December 16, 2023, from 12:00 p.m. to 6:00 p.m.** for our annual Christmas Wish Toy Giveaway event. We invite you to come see the joy and happiness your donation brings to our families at the South El Monte Community Center.

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

Thank you for your consideration, and we look forward to meeting you at the event.

Sincerely,


Mayor, Gloria Olmos


Mayor Pro Tem, Richard Angel


Councilmember
Manuel Acosta


Councilmember
Hector Delgado


Councilmember
Rudy Bojorquez



City Council Agenda Report

Agenda Item No. 7.d.

DATE: September 12, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: CONSIDERATION FOR AUTHORIZATION TO SOLICIT REQUEST FOR PROPOSALS (RFP) FOR TREE MAINTENANCE SERVICES

SUMMARY: Staff seeks City Council approval to publish a Request for Proposals (RFP) for Citywide Tree Maintenance Services for the City of South El Monte.

RECOMMENDED ACTION: Staff recommends City Council approve the RFP to solicit proposals from qualified consultants to provide Citywide Tree Maintenance Services.

FISCAL/FINANCIAL IMPACT: There is no immediate fiscal impact associated with this action. Staff will prepare a report with findings and recommendations for consideration and approval by City Council. The report will include a fiscal impact analysis and provide recommendations for award of a Professional Tree Maintenance Services Contract. Funding for these services was included in the FY 2023/24 budget.

DISCUSSION: The purpose of the Request for Proposals for Tree Maintenance Services is to provide the City of South El Monte residents, City Council, City Staff and visitors with the best tree care to maintain the City at a level expected by community. A well-maintained community forest brings forth substantial social, neighborhood, environmental, and economic advantages to the community. Trees hold a pivotal role in shaping safer and more pleasant neighborhoods, shaping the community's identity, enhancing air quality, and augmenting property values.

The City's tree maintenance services are primarily performed by a consultant, and it is supplemented by Public Works Staff. The selected consultant will work closely with Public Works staff to ensure that the proper maintenance, preservation methods and best practices are being applied. These services are essential to the continued health of the City's trees and the general safety of the public.

The City's current contract for tree maintenance services expired on June 30, 2023. In order to ensure that there is no disruption in the continuation of services, staff is requesting authorization from the City Council to publish a Request for Proposals (RFP)

for Professional Tree Maintenance Services. The RFP will seek proposals from qualified firms that can provide annual pruning of trees in the City; the development of a City-wide tree trimming schedule that incorporates pruning trees based on species/ needs in the City on an annual basis; the updating and maintenance of the City' s tree inventory database of all City Trees; and availability to provide emergency tree trimming and tree removal services when needed.

Subsequent to the RFP process, Staff will prepare a staff report with findings and recommendations to present to the City Council for consideration and approval. The report will include a fiscal impact analysis and make recommendations for award of a Professional Services Agreement (PSA) for tree maintenance services. Funding earmarked for these services has been allocated within the approved FY 2023/24 budget by the City Council.

The RFP for Tree Maintenance Services will be released on September 14, 2023 and responses to the RFP will be due by no later than October 16, 2023 at 4:00 p.m. The bidders list and a recommended consultant will be brought to the November 14, 2023 City Council meeting for approval.

Staff report prepared by Andrés González, Senior Public Works Analyst.

ATTACHMENT(S):

A. Tree Maintenance Services RFP (Final)

**REQUEST FOR PROPOSALS
(RFP) TO PROVIDE TREE
MAINTENANCE SERVICES IN
THE CITY OF SOUTH EL
MONTE, CALIFORNIA**

September 14, 2023



DELIVERY ADDRESS

City of South El Monte
1415 Santa Anita Ave.
South El Monte, CA 91733
Attn: Donna Schwartz
City Clerk

REQUIRED NUMBER OF PROPOSALS

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

CONTACT INFORMATION FOR INQUIRIES

contact via e-mail only, no telephone calls

Andrés González
Senior Public Works Analyst
agonzalez@soelmonte.org

PRE-PROPOSAL MEETING

None

PROPOSAL DUE DATE

October 16, 2023; 4:00 PM

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Attachments:

Attachment A – Scope of Work – Implementation of Tree Maintenance Services

Attachment B – Schedule of Compensation

Attachment C – Affidavit of Non-Collusion

Attachment D – Claims History

Attachment E – Special Requirements

Attachment F – Sample Professional Services Agreement

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE TREE MAINTENANCE
SERVICES 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 citywide tree maintenance services. **The City is releasing this Request for Proposals (RFP) for the trimming and maintaining of an urban forest, consisting of approximately 2,000 trees distributed across a 2.3 square mile area within the city's boundaries.**

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 4:00 PM, October 16, 2023, to:

Donna Schwartz
City Clerk
1415 Santa Anita Ave.
South El Monte, CA 91733

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

Andrés González
Senior Public Works Analyst
agonzalez@soelmonte.org

Late proposals will not be accepted.

Sincerely,

Rene Salas
City Manager
City of South El Monte

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE TREE MAINTENANCE
SERVICES IN THE CITY OF SOUTH
EL MONTE, CALIFORNIA**

September 14, 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 professional firm **to provide citywide tree maintenance services.**

2. PROJECT DESCRIPTION

The City of South El Monte is seeking proposals from qualified firms that are interested in providing the City with citywide tree maintenance services. The City is issuing this Request for Proposal (RFP) for the trimming and maintaining of an urban forest consisting of approximately 2,000 trees spread across 2.3 square mile area within the city boundaries. After a careful review of each submitted proposal, the City will conduct an evaluation leading to the selection of a consultant and the award of a Services Agreement. The objective of this RFP solicitation is to identify the most qualified, responsive, and responsible firm to provide tree maintenance services over the course of a proposed three (3) year contract period, renewable thereafter up to two (2) one-year optional terms, based on the contractor performance, for a maximum five-year contract period. The City will award no more than one contract on a not-to-exceed basis.

The Tree Maintenance Services includes, but is not limited to, the annual pruning of trees

in the City; the development of a City-wide tree trimming schedule that incorporates pruning trees based on species/needs in the City on an annual basis; the updating and maintenance of the City's tree inventory database of all City Trees; and availability to provide emergency tree trimming and tree removal services when needed.

The Consultant shall prepare final tree maintenance services bid documents (e.g., descriptions of services, fee and rate schedule, bid proposal) and provide tree maintenance services for the City based on the scope of services and outlined tasks listed below.

3. RFP SCHEDULE

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

Request for Proposals Posted and Issued	September 14, 2023
Questions Submittal Deadline	September 21, 2023, 12:00 PM
Provide Responses to Questions	September 28, 2023
Evaluation of proposals	October 2023
Deadline for Receipt of Proposals (RFP Due Date)	October 16, 2023, 4:00 PM
Final Consultant Selection	October/November 2023
Contract Awarded by City Council	October/November 2023
Contract Execution	October/November 2023
Notice to Proceed	October/November 2023

4. SCOPE OF SERVICES

Please see Attachment A.

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 Professional Services Agreement as Attachment F. 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 F.

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.

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.

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 October 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 F. 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 C - Affidavit of Non-Collusion
- Attachment D - 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:

Andrés González
Senior Public Works Analyst
agonzalez@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 citywide tree trimming and maintenance for the urban forest within the City, compromising of approximately 2,000 trees.

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

FEE PROPOSAL

Tree Maintenance Services includes, but is not limited to, the annual pruning of trees in the City; the development of a City-wide tree trimming schedule that incorporates pruning trees based on species/needs in the City on an annual basis; the updating and maintenance of the City's tree inventory database of all City Trees; and availability to provide emergency tree trimming and tree removal services when needed.

**Proposal submittal due date is:
October 16, 2023, 4:00 pm**

Proposals shall be addressed to:

Donna Schwartz
City Clerk
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 Scope of Work – Implementation of Citywide Tree Maintenance Services
Attachment B Schedule of Compensation
Attachment C Affidavit of Non-Collusion
Attachment D Claims History
Attachment E Special Requirements
Attachment F Sample Professional Services Agreement

ATTACHMENT A

SCOPE OF WORK

I. Consultant will perform the following Tree Maintenance Services:

- a. Develop City-wide Tree Trimming Schedule: The consultant shall develop a City-wide tree trimming schedule that ensures trees within the City are maintained on an annual basis; schedule should consider species of trees and may recommend that certain trees are trimmed on a bi-annual basis.
- b. Execute the City-wide Tree Trimming Schedule including complete removal and disposal services of all cut materials: Upon development of a City-wide tree trimming schedule, Consultant shall follow said schedule to ensure that trees within the City are maintained according to schedule.
- c. Update and Maintain the City's Tree Database
- d. Provide Emergency Tree Trimming and Tree Removal Services if requested by the City.

All of Consultant's performance or work shall be subject to the following requirements:

- a. The Consultant's work must be under the direction of an International Society of Arboriculture (ISA) certified arborist or a consulting arborist that is a member of the American Society of Consulting Arborists (ASCA).
- b. Work that is performed shall be to American National Standards Institute (ANSI) A300 standards.
- c. Work that impacts sidewalks of City streets shall include "Sidewalk Closed" signs at either end of the area affected by the work.
- d. Work that impacts shoulders of City streets shall include "Shoulder Work Ahead" signs and include traffic cones placed around the area affected by the work.
- e. Written traffic control plans approved by the City is required for work that impacts multiple lanes of City streets.
- f. On-call work must be authorized by the City in a written work order.

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

- a. City-wide Tree Trimming Schedule

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:

- 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:

ATTACHMENT B

SCHEDULE OF COMPENSATION

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

DESCRIPTION	UNIT	UNIT PRICE
Routine Annual Tree Trimming on Grid Basis	per tree	\$
AESTHETIC OR SERVICE REQUEST PRUNING		
0-6" dbh	per tree	\$
7-12" dbh	per tree	\$
13-18" dbh	per tree	\$
19-24" dbh	per tree	\$
25-36" dbh	per tree	\$
37" dbh & over	per tree	\$
PALM TREE TRIMMING		
Coco Palm, any size	per tree	
Washington Palm, any size	per tree	\$
Canary Island Date Palm, any size	per tree	\$
Tree Removal		
Tree and stump removal 0-24"	per diameter inch	
Tree removals over 25" dbh	per diameter inch	\$
Stump only removal	per inch	\$
<u>TREE PLANTING (Includes labor, tree and 90-day watering)</u>		
15-gallon tree	per tree	\$
24-inch box tree	per tree	\$
36-inch box tree	per tree	\$
TREE WATERING	per day	\$
CREW RENTAL		
3-man crew with equipment	per hour	\$
2-man crew with equipment	per hour	\$
1-man crew with equipment	per hour	\$
SPECIALTY EQUIPMENT	per hour	\$
EMERGENCY RESPONSE		
3-man crew with equipment (Evening, weekend, or holiday call-out)	per hour	\$
<u>TREE INVENTORY SOFTWARE</u>	annually	\$
GPS INVENTORY	per tree site	\$
<u>TREE INVENTORY UPDATES</u> (Adding new sites and/or work history)	per hour	\$

- I. 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 sub-budget 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. Expenses. These rates are inclusive of all expenses. Contractor shall bear all other out-of-pocket expenses, or any other costs related to the performance of services pursuant to this Agreement and shall not seek reimbursement of such expenses from City.
- VII. The Consultant's billing rates for all personnel are attached as Exhibit C-1

ATTACHMENT C

AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) _____ (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 D

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 E

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

The following section shall be added to ARTICLE 1. Services of Consultant

1.10 California Labor Law.

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

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

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

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

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

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

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

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

(h) **Workers' Compensation.** California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:
"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Consultant's Authorized Initials _____

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

The following sections shall be added to ARTICLE 9. Miscellaneous

9.8 Performance Bond.

(a) A Performance Bond in the amount of two months ' contract charge of the proposal shall be required prior to entering a contract. The City will permit substitution of approved securities for moneys retained on contract.

(b) A performance bond or certified check payable to the City of South El Monte, in the amount equal to two months ' base contract charge will be required of the successful proposer within five (5) business days after notification of award. These funds will be used to continue service in the event the Contractor fails to comply with the specifications, terms and conditions. If any subcontractors are to be used in the performance of this contract, the sub-contractors must furnish their own performance bonds or security checks.

9.9 Labor and Materials Bond.

A labor and materials bond in the amount of 100% of the contract price is required.

ATTACHMENT F

SAMPLE 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

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.

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.

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

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:

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;

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;

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 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 Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

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

7.10 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of South El Monte, 1415 Santa Anita Avenue, South El Monte, California 91733 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE OR TYPE OF DOCUMENT

TITLE(S)

☐

PARTNER(S) ☐ LIMITED

☐

GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE OR TYPE OF DOCUMENT

TITLE(S)

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

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

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)

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

1.10 California Labor Law.

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

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

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

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

(l) ***Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as***

specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

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

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

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

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

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

Consultant's Authorized Initials _____

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

9.8 Performance Bond.

(a) A Performance Bond in the amount of two months ' contract charge of the proposal shall be required prior to entering a contract. The City will permit substitution of approved securities for moneys retained on contract.

(b) A performance bond or certified check payable to the City of South El Monte, in the amount equal to two months ' base contract charge will be required of the successful proposer within five (5) business days after notification of award. These funds will be used to continue service in the event the Contractor fails to comply with the specifications, terms and conditions. If any subcontractors are to be used in the performance of this contract, the subcontractors must furnish their own performance bonds or security checks.

9.9. Labor and Materials Bond.

A labor and materials bond in the amount of 100% of the contract price is required.

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 1.8.

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

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

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

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

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

		<u>Days to Perform</u>	<u>Deadline Date</u>
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.**



City Council Agenda Report

Agenda Item No. 7.e.

DATE: September 12, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: CONSIDERATION FOR AUTHORIZATION TO SOLICIT REQUEST FOR PROPOSALS (RFP) FOR PROFESSIONAL CIVIL ENGINEERING SERVICES

SUMMARY: Staff seeks City Council approval to publish a Request for Proposals (RFP) for Professional Civil Engineering Services.

RECOMMENDED ACTION: Staff recommends City Council approve the RFP to solicit proposals from qualified engineering firms to provide the required civil engineering services to successfully execute capital improvement projects within the City of South El Monte.

FISCAL/FINANCIAL IMPACT: There is no immediate fiscal impact associated with this action. Staff will prepare a report outlining findings for the City Council's consideration and approval. The report will include a fiscal impact analysis and provide recommendations for award of a Professional Agreement for Professional Civil Engineering Services. Funding for these services was included in the FY 2023/24 budget.

DISCUSSION: Issuing an RFP for professional civil engineering services aligns with the City's commitment to ensuring that infrastructure projects are executed efficiently and effectively to cater to the evolving needs of the community. This approach enables the City to leverage external expertise while maintaining a strong emphasis on quality project execution. Funding earmarked for these services has been allocated within the approved FY 2023/24 budget by the City Council.

The Public Works Department is responsible for the City's Capital Improvement Program (CIP) management, overseeing contract administration, conducting public works permits and inspections, performing plan checks, engaging in map reviews, and managing various other key areas. To enhance its engineering department, the City opts to contract engineering services. Through this arrangement, the City gains access to a team of skilled engineers who provide vital management and support services. This proactive measure guarantees the delivery of efficient and effective engineering solutions to both the City's residents and local businesses.

Contracting engineering services enables the delivery of the following management and support services:

Management Support Services

The designated City Engineer is responsible for offering management and support services to the Director of Public Works as required. These responsibilities encompass, but are not restricted to, the following tasks: collaborating with the Director of Public Works to promote the goals of the City's Public Works Department; managing designated staff in order to ensure that all assigned tasks are performed and completed in a timely manner; generate weekly status reports for City Staff; monitor city projects and programs to ensure compliance; develop agenda items for presentation to City Council; and, at the direction of the Director of Public Works, attend City meetings.

Administration of the City's Capital Improvement Program

The designated engineering personnel will provide services pertaining to the management of the City's capital improvement program. These services encompass, though not limited to, preparation of a scope of work for the design phase of City Projects; obtain all necessary funding approvals for projects; participate in preconstruction meetings; coordinate bid processes with the City Clerk; provide budgetary cost estimates for various projects to be included in the budget; review designs and provide technical comments; and monitor construction schedules.

Administration of the City's Land Development Program

The designated engineering personnel are responsible for delivering services associated with the management of the City's land development program. These services encompass, though are not restricted to, orchestrating the evaluation of all land development projects; formulating development conditions for review by the planning commission or the City Council; overseeing public improvements linked to diverse private developments; maintaining close collaboration with the planning staff to assess development projects and initiatives; synchronizing and reporting all project approvals and timelines to the Public Works Director; and addressing inquiries from the public concerning various engineering prerequisites for development projects.

Transportation Engineering Services

The designated engineering personnel will provide transportation engineering services encompassing, though not confined to, overseeing transportation-related issues as they emerge; responding to inquiries regarding transportation and traffic matters; and collaborating with City staff to achieve the goals of the Public Works Department.

General Civil Engineering Services and Functions

The designated engineering staff is expected to provide comprehensive general civil engineering services and functions, encompassing a variety of tasks that include, but are not limited to: offering support to visitors at the engineering counter and addressing inquiries; granting permits for diverse approved land development projects involving work within the City's public right-of-way; evaluating plans submitted by utility companies and subsequently issuing utility permits; addressing queries from contractors, engineers, or architects and supplying the requested engineering information; offering solutions to issues raised through telephone inquiries from the general public; tending to public requests; conducting on-site visits for an array of land development projects and outlining conditions for approval; and furnishing cost estimates for various projects or off-site improvements.

The City's current contract for civil engineering services expired on June 23, 2023. To ensure that there is no disruption in the continuation of projects and services, staff is requesting authorization from the City Council to publish a Request for Proposals (RFP) for Professional Civil Engineering Services. The RFP will seek proposals from qualified engineering firms that can provide engineering services for various projects and programs on an "As-Needed" basis to ensure the City's Capital Improvement Programs are executed efficiently and effectively.

Proposals will be evaluated based on several factors, including the firm's history, expertise, proposed methodologies, capacity, and cost projections. Subsequent to the RFP process, Staff will prepare a staff report with findings and recommendations to present to the City Council for consideration and approval. The report will include a fiscal impact analysis and make recommendations for award of a Professional Services Agreement (PSA) for civil engineering services. Funding earmarked for these services has been allocated within the approved FY 2023/24 budget by the City Council.

The RFP for Professional Civil Engineering Services will be released on September 14, 2023 and responses to the RFP will be due by no later than October 16, 2023 at 4:00 p.m. The bidders list and a recommended consultant will be brought to the November 14, 2023 City Council meeting for approval.

Staff report prepared by Andrés González, Senior Public Works Analyst.

ATTACHMENT(S):

- A. Civil Engineering Services RFP

**REQUEST FOR PROPOSALS
(RFP) TO PROVIDE
PROFESSIONAL CIVIL
ENGINEERING SERVICES IN
THE CITY OF SOUTH EL
MONTE, CALIFORNIA**

September 14, 2023



DELIVERY ADDRESS

City of South El Monte
1415 Santa Anita Ave.
South El Monte, CA 91733
Attn: Donna Schwartz
City Clerk

REQUIRED NUMBER OF PROPOSALS

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

CONTACT INFORMATION FOR INQUIRIES

contact via e-mail only, no telephone calls
Andrés González
Senior Public Works Analyst
agonzalez@soelmonte.org

PRE-PROPOSAL MEETING

None

PROPOSAL DUE DATE

October 16, 2023; 4:00 PM

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Attachments:

Attachment A – Scope of Work – Civil Engineering Services

Attachment B – Affidavit of Non-Collusion

Attachment C – Claims History

Attachment D – Sample Professional Services Agreement

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE PROFESSIONAL
CIVIL ENGINEERING SERVICES 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 interested in providing engineering services for various municipal projects. **The City is releasing this Request for Proposals (RFP) for Professional Civil Engineering Services.**

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 4:00 PM, October 16, 2023, to:

Donna Schwartz
City Clerk
1415 Santa Anita Ave.
South El Monte, CA 91733

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

Andrés González
Senior Public Works Analyst
agonzalez@soelmonte.org

Late proposals will not be accepted.

Sincerely,

Rene Salas
City Manager
City of South El Monte

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE PROFESSIONAL
CIVIL ENGINEERING SERVICES IN
THE CITY OF SOUTH EL MONTE,
CALIFORNIA**

September 14, 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 of South El Monte is requesting proposals from professional engineering firms **to provide Professional Civil Engineering Services for various municipal projects**. The selected consultant will assist the City with the operation of its Engineering Department.

2. PROJECT DESCRIPTION

The City of South El Monte is seeking proposals from qualified firms that are interested in providing the City with Professional Civil Engineering Services. The objective of this RFP solicitation is to identify the most qualified, responsive, and responsible firm to provide civil engineering services over the course of a proposed three (3) year contract period, renewable thereafter up to two (2) one-year optional terms, based on the contractor performance, for a maximum five-year contract period. After a careful review of each submitted proposal, the City will conduct an evaluation leading to the selection of a consultant and the award of a Services Agreement. The City will award no more than one contract on a not-to-exceed basis

The Civil Engineering Services includes, but is not limited to, providing management support services for the Director of Public Works; administering the City's Capital Improvement Program and land development program; responding to inquiries at the City counter; and handling general support services to City departments.

The Consultant shall prepare final civil engineering services bid documents (e.g., descriptions of services, fee and rate schedule, bid proposal) and provide civil engineering services for the City based on the scope of services.

3. RFP SCHEDULE

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

Request for Proposals Posted and Issued	September 14, 2023
Questions Submittal Deadline	September 21, 2023, 12:00 PM
Provide Responses to Questions	September 28, 2023
Evaluation of proposals	October 2023
Deadline for Receipt of Proposals (RFP Due Date)	October 16, 2023, 4:00 PM
Final Consultant Selection	October/November 2023
Contract Awarded by City Council	October/November 2023
Contract Execution	October/November 2023
Notice to Proceed	October/November 2023

4. SCOPE OF SERVICES

Please see Attachment A.

5. KEY PERSONNEL

It is imperative that the key personnel providing the engineering services have the background, experience, and qualifications to provide engineering services. 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 Professional Services 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.

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.

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 October 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 resumes in outline form for the key personnel assigned and committed to these services (i.e. Principal and/or Project Manager); include the number and type of additional support personnel who will be providing services, and their availability to perform task orders. Provide an organizational chart that reflects titles of key staff and management contacts of each individual assigned to provide services under this Proposal. Included in the organizational chart, please list all sub-contracted/sub-consultant work to individuals/firms. There shall be a separate organizational chart for each category(ies) that are being proposed on.

It is the City's requirement that key personnel identified in the Organizational Chart to remain during the term of the agreement. The Proposer shall note concurrence on the restrictions to changes in key personnel. A transition plan shall be presented in this section in the event there are proposed changes in key personnel during the term of the agreement that are outside of the consulting firm's control or if the City requests such change.

After contract execution, the Consultant should not substitute key personnel (project manager and others listed by name in the cost proposal) or sub-Consultants without prior written approval from the local agency. The Consultant must request and justify the need for the substitution and obtain approval from the local agency prior to use of a different sub-Consultant on the contract. The proposed substituted person must be as qualified as the original and at the same or lower cost. For engineering types of Consultant contracts, the Consultant's project manager must be a registered engineer in the State of California

Section 4 Fee proposal: The fee proposal shall include all tasks required to perform the work with a maximum not-to-exceed fee for each task and a grand total not-to-exceed fee. Costs shall be all inclusive, including all overhead, materials, equipment, hourly labor rate, and all other miscellaneous direct and indirect costs. The scope of work provided in this RFP will be used as a guideline. It will be the selected Consultant's responsibility to identify all necessary tasks and costs associated with the services and to ensure that all Civil Engineering services are completed in full compliance as required with Federal and State labor standards and regulations. The fee will be required to identify costs associated with, but not limited to, providing civil engineering services. The Consultant shall provide its services for duration of the agreement for the approved scope of work and fee.

Section 5. Company Qualifications: Provide qualifications of prime consulting firm and sub-consultants.

Section 6. References: Provide 5 Public Agency references for similar projects.

Section 7. 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 8. 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 9. 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:

Andrés González
Senior Public Works Analyst
agonzalez@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 Civil Engineering Services.

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

FEE PROPOSAL

Engineering services desired include, but are not limited to management support services, administration of capital improvement programs, transportation engineering services, general civil engineering services and administration of land development program.

**Proposal submittal due date is
October 16, 2023, 4:00 pm**

Proposals shall be addressed to:

Donna Schwartz
City Clerk
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 Scope of Work – Civil Engineering Services
Attachment C Affidavit of Non-Collusion
Attachment D Claims History
Attachment F Sample Professional Services Agreement

ATTACHMENT A

SCOPE OF WORK

Management Support Services

The designated City Engineer is responsible for offering management and support services to the Director of Public Works as required. These responsibilities encompass, but are not restricted to, the following tasks: collaborating with the Director of Public Works to promote the goals of the City's Public Works Department; managing designated staff in order to ensure that all assigned tasks are performed and completed in a timely manner; generate weekly status reports for City Staff; monitor city projects and programs to ensure compliance; develop agenda items for presentation to City Council; and, at the direction of the Director of Public Works, attend City meetings.

Administration of the City's Capital Improvement Program

The designated engineering personnel will provide services pertaining to the management of the City's capital improvement program. These services encompass, though not to, preparation of a scope of work for the design phase of City Projects; obtain all necessary funding approvals for projects; participate in preconstruction meetings; coordinate bid processes with the City Clerk; provide budgetary cost estimate for various projects to be included in the budget; review designs and provide technical comments; and monitor construction schedules.

Administration of the City's Land Development Program

The designated engineering personnel are responsible for delivering services associated with the management of the City's land development program. These services encompass, though are not restricted to, orchestrating the evaluation of all land development projects; formulating development conditions for review by the planning commission or the City Council; overseeing public improvements linked to diverse private developments; maintaining close collaboration with the planning staff to assess development projects and initiatives; synchronizing and reporting all project approvals and timelines to the Public Works Director; and addressing inquiries from the public concerning various engineering prerequisites for development projects.

Transportation Engineering Services

The designated engineering personnel will provide transportation engineering services encompassing, though not confined to, overseeing transportation-related issues as they emerge; responding to inquiries regarding transportation and traffic matters; and collaborating with City staff to achieve the goals of the Public Works Department.

General Civil Engineering Services and Functions

The designated engineering staff is expected to provide comprehensive general civil engineering services and functions, encompassing a variety of tasks that include, but are not limited to: offering support to visitors at the engineering counter and addressing inquiries; granting permits for diverse approved land development projects involving work within the City's public right-of-way; evaluating plans submitted by utility companies and subsequently issuing utility permits;

addressing queries from contractors, engineers, or architects and supplying the requested engineering information; offering solutions to issues raised through telephone inquiries from the general public; tending to public requests; conducting on-site visits for an array of land development projects and outlining conditions for approval; and furnishing cost estimates for various projects or off-site improvements.

ATTACHMENT B

AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) _____ (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

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

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.

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.

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

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:

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;

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;

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 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 Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

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

7.10 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of South El Monte, 1415 Santa Anita Avenue, South El Monte, California 91733 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL	_____
☐ CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)	
☐ PARTNER(S) ☐ LIMITED	_____
☐ GENERAL	NUMBER OF PAGES
☐ ATTORNEY-IN-FACT	
☐ TRUSTEE(S)	_____
☐ GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
☐ OTHER _____	

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.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE OR TYPE OF DOCUMENT

TITLE(S)

☐
☐
☐
☐
☐
☐

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

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

III. Consultant will perform the following Services:

A.

B.

C.

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

A.

B.

C.

V. 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.

VI. 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.

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

A.

B.

C.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

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 1.8.

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

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

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

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

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

		<u>Days to Perform</u>	<u>Deadline Date</u>
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.



City Council Agenda Report

Agenda Item No. 7.f.

DATE: September 12, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: CONSIDERATION FOR AUTHORIZATION TO SEEK REQUEST FOR PROPOSALS (RFP) FOR ARCHITECTURAL DESIGN SERVICES FOR NEW TEMPLE PARK MULTI-PURPOSE/ COMMUNITY ROOM, SNACK BAR, AND RESTROOM REHABILITATION

SUMMARY: Staff seeks City Council approval to issue a Request for Proposals (RFP) for architectural design services for the construction of a new Community Center at New Temple Park.

RECOMMENDED ACTION: Staff recommends City Council approve the RFP to solicit proposals from qualified firms to provide architectural design services for the construction of a new Community Center at New Temple Park that will include a Multi-purpose/Community Room, Snack Bar, and Restrooms.

FISCAL/FINANCIAL IMPACT: There is no immediate fiscal impact associated with this action. Upon final contract award, staff will prepare a report with findings and recommendations for consideration and approval by City Council. The report will include a fiscal impact analysis and provide recommendations for award of a Professional Service Agreement for Design Services. The total budget for the project (design and construction) is \$680,000 consisting of \$580,000 from the CNRA fund and \$100,000 from other funds.

DISCUSSION: The project is located at New Temple Park, 1450 Lidcombe Ave, South El Monte. The design work involves construction of a new Community Center at New Temple Park that will feature a multi-purpose/community room, snack bar and ADA-compliant restrooms. The current restroom and community room will be demolished while the snack bar will remain and will be used for storage. Since the design of these improvements will need to be submitted to the Division of the State Architect's Office, regulatory code requirements such as accessibility (ADA) will need to be addressed.

Attachment B shows the project location. The primary objective of the project is to have the selected design consultant provide a complete plans, specifications and

estimates(PS&E) approved by all involved jurisdictional and regulatory agencies and is ready for construction bidding for the improvements outlined in this RFP and attached documents, including meeting all permit requirements issued by the Division of the State Architect (DSA).

Staff report prepared by Andrés González, Senior Public Works Analyst.

ATTACHMENT(S):

A. RFP Architectural Design Services

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE ARCHITECTURAL DESIGN SERVICES
FOR NEW TEMPLE PARK MULTI-PURPOSE/COMMUNITY
ROOM, SNACK BAR, AND RESTROOM REHABILITATION
IN THE CITY OF SOUTH EL MONTE, CALIFORNIA**

September 12, 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

Wednesday, September 27, 2023, 11:00 AM
at New Temple Park (Address: 1450 Lidcombe Ave, South El Monte)

PROPOSAL DUE DATE

Wednesday, October 11, 2023; 1:00 PM

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Attachments:

Attachment A - Affidavit of Non-Collusion

Attachment B - Claims History

Attachment C - Sample Professional Services Agreement

Attachment D - Project Location and Existing As-Builts

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE DESIGN SERVICES
FOR NEW TEMPLE PARK MULTI-PURPOSE/
COMMUNITY ROOM, SNACK BAR, AND
RESTROOM REHABILITATION**



To interested and qualified Consultants:

The City of South El Monte is soliciting Proposals from qualified firms **to provide Design Services for a new Community Center at New Temple Park that will include a Multi-Purpose/Community Room, Snack Bar, and Restrooms.**

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 1:00 PM, October 11, 2023, to:

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

A non-mandatory pre-proposal meeting is scheduled on-site (Address: 1450 Lidcombe Ave, South El Monte, CA 91733) on September 27, 2023, at 11:00 AM.

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

Rene Salas
City Manager
rsalas@soelmonte.org

Late proposals will not be accepted.

Sincerely,

Rene Salas
City Manager
City of South El Monte

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE ARCHITECTURAL DESIGN SERVICES
FOR NEW TEMPLE PARK MULTI-PURPOSE/COMMUNITY
ROOM, SNACK BAR, AND RESTROOM REHABILITATION
IN THE CITY OF SOUTH EL MONTE, CALIFORNIA**

September 12, 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 **Architectural Design Services for a new Community Center at New Temple Park that will include a Multi-Purpose/Community Room, Snack Bar, and Restrooms.**

2. PROJECT DESCRIPTION

The project is located at New Temple Park, 1450 Lidcombe Ave, South El Monte. This project focuses on removal of existing facilities and reconstructing new facilities for New Temple Park Multi-Purpose/Community Room, Snack Bar, and Restrooms. The design work involves construction of a new community center at New Temple Park that will feature a multi-purpose/community room, snack bar and ADA-compliant restrooms. The current restroom and community room will be demolished while the snack bar will remain and will be used for storage. Since the design of these improvements will need to be

submitted to the Division of the State Architect's Office, regulatory code requirements such as accessibility (ADA) will need to be addressed.

3. RFP SCHEDULE

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

Request for Proposals Posted and Issued	Wednesday, September 13, 2023
Non-Mandatory Pre-Proposal Meeting	Wednesday, September 27, 2023, 11:00 AM
Deadline for Receipt of Questions	Friday, September 29, 2023, 5:00 PM
Addendum (if necessary) to Respond to Questions	Wednesday, October 4, 2023
Deadline for Receipt of Proposals (RFP Due Date)	Wednesday, October 11, 2023, 1:00 PM
Evaluation of proposals	October 2023
Final Consultant Selection	October 2023
Contract Awarded by City Council	November 2023
Contract Execution	November 2023
Notice to Proceed	November 2023

4. SCOPE OF SERVICES

The primary objective of the project is to have the selected architectural consultant to provide a complete PS&E (Plans, Specifications and Estimates) approved by all involved jurisdictional and regulatory agencies and is ready for construction bidding for the improvements outlined in this RFP and attached documents. Including meeting all permit requirements to obtain permit from the Division of the State Architect (DSA).

The scope of work generally includes:

Task 1. Project Management

- a. Attend a pre-design (kick-off) meeting with City staff after the award of contract to conduct introductions, discuss scope of work, information needed from various City departments, overall schedule and the implementation process.
- b. Coordinate bi-weekly progress conference calls with City staff to update the City of the project progress, and schedule status. This is also a time for the Consultant to ask any questions to the City or bring up any design issues encountered.
- c. Coordinate meetings to review the preliminary design, 60%, 90% and 100% submittals with City staff.

- d. Provide a detailed project schedule with continuous updates, and executive summary of project status to be submitted with each monthly invoice.
- e. Maintain continuous awareness of the status of each task as it proceeds and make provisions to expedite and resolve any difficulties that may impede progress.
- f. Division of the State Architect (DSA). Coordinate with DSA to obtain the applicable permit. The Consultant will submit the design to DSA and coordinate the DSA process from submission to permit issuance. Including meeting all permit requirements to obtain a permit from the DSA. The final plans, specifications and estimates will not be approved until the required permit from DSA is obtained.

Task 2. Preliminary Engineering

- a. Review base data documents including as-built improvement plans, utility information, survey information, and other available record data.
- b. Conduct necessary field surveys to assess existing conditions of the project area.
- c. Develop preliminary design.
- d. Prepare Preliminary cost estimate (Identify special conditions that might create conflicts or change orders during construction and identify how to resolve these issues.
- e. Prepare Technical specifications.
- f. Environmental. The project is assumed to be a categorical exemption.
- g. Utility Research. The consultant shall obtain all available as-built drawings from the city and show them on project plans

Task 3. Plans, Specifications & Estimate

- a. Plans, Specifications and Estimate (PS&E) shall be provided at levels of completion of approximately 60%, 90% and 100%.
- b. The City will review and provide comments at the 60%, and 90% design phases.
- c. It is expected 100% plans will be complete and include changes based on comments and input from all stakeholders and appropriate City staff.
- d. Specifications shall be furnished using the latest edition of Microsoft Word for Windows. The Consultant shall prepare the Specifications per City requirements and utilizing the Standard Specifications for Public Works Construction ("Greenbook").
- e. Estimate shall be prepared in spreadsheet format using Microsoft Excel.
- f. The Consultant shall create a comment matrix to verify all City comments are addressed with each submittal.

Task 4. Bidding and Construction Support

- a. Respond to Requests for Information (RFIs) during the project advertisement period, and log questions and responses.
- b. Prepare project addenda.
- c. Attend the pre-construction meeting, job walk, and job-site meetings when requested by the City over the course of the construction schedule (assume 5 meetings).
- d. Provide responses to the Contractor's RFIs about the plans and specifications when requested by the City.

- e. Provide responses and approvals to the Contractor's submittals for materials and shop drawings when requested by the City.

Task 5. Prepare Record Drawings (As-Built)

- a. Prepare as-built drawings based on field red-lined as-built information provided by the City's Construction Contractor.

Submittal Format of documents prepared by the selected Design Consultant:

- a. All submittals to City shall be made via electronic submittals.
- b. All submittal shall be in pdf format.
- c. Final submittals shall be dwg (AutoCAD) for plans with wet signed mylars, specifications in MS Word, estimates in Excel, and all other documents in pdf.

The above tasks are provided as general guidance to the proposing firms. The proposers shall review the RFP and attached documents and conduct any other documents review, research and field reviews as they deem necessary, and provide a detailed scope of services as part of their proposals.

It is the consultant's responsibility to identify all necessary tasks and components, and provide all necessary services as required. Provide the City with a complete set of PS&E Bid Package approved by all regulatory and involved agencies, including meeting all permit requirements to obtain permit from the Division of State Architect.

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 PROFESSIONAL SERVICES AGREEMENT

The RFP includes a sample of City's Professional Services Agreement as Attachment C. 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 C.

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 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.

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 November 6, 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. The final PS&E shall be submitted within 4 months of City's Notice to Proceed, excluding City and DSA review times.

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 five (5) Public Agency references for similar projects.

Section 6. City's Standard Professional Services Agreement (see Attachment C. 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 A - Affidavit of Non-Collusion
- Attachment B - Claims History

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

Note: Use of the City seal is prohibited on any documents without City authorization. Consultants shall not include City seal in their proposals without authorization.

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, 3 bound copies and 1 pdf file on thumb drive.
Please indicate on the Proposal Cover:
TECHNICAL PROPOSAL
Architectural Design Services New Temple Park Multi-Purpose/

Community Room, Snack Bar, and Restroom Rehabilitation

- **Envelope 2:** Fee Proposal, 3 bound copies and 1 pdf file on thumb drive.
Please indicate on the Proposal Cover:
FEE PROPOSAL
**Architectural Design Services New Temple Park Multi-Purpose/
Community Room, Snack Bar, and Restroom Rehabilitation**

Proposal submittal due date is:
October 11, 2023, 1:00 pm

Proposals shall be addressed to:
Rene Salas
City Manager
1415 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	Affidavit of Non-Collusion
Attachment B	Claims History
Attachment C	Sample Professional Services Agreement
Attachment D	Project Location and Existing As-Builts

ATTACHMENT A

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 B

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 C

SAMPLE 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 _____, 20__ 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 1.9.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding _____ 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.

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 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 document.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, 20__ 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		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	
☐	CORPORATE OFFICER	
TITLE(S)		
☐	PARTNER(S) ☐ LIMITED	TITLE OR TYPE OF DOCUMENT
☐	GENERAL	
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	
☐	GUARDIAN/CONSERVATOR	NUMBER OF PAGES
☐	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT

_____		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.

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On _____, 20__ 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.

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☐	TRUSTEE(S)	
☐	GUARDIAN/CONSERVATOR	NUMBER OF PAGES _____
☐	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____ _____		DATE OF DOCUMENT _____
		SIGNER(S) OTHER THAN NAMED ABOVE _____

EXHIBIT “A”

SCOPE OF SERVICES

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

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

1.10 California Labor Law.

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

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

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

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

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

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

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

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

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

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

Consultant's Authorized Initials _____

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

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 D

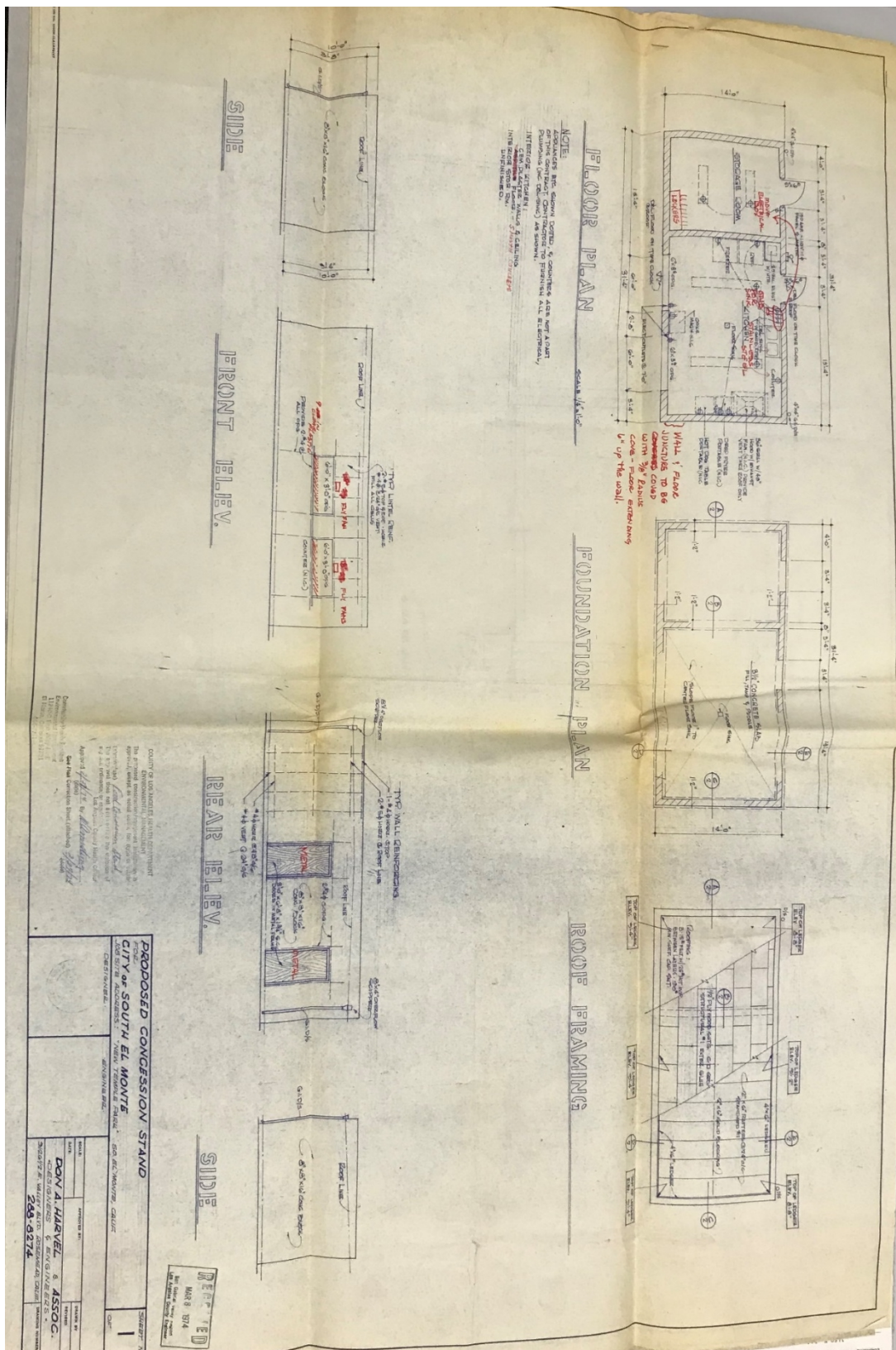
PROJECT LOCATION AND EXISTING AS-BUILTS

ATTACHMENT D: Project Location

New Temple Park, City of South El Monte



ATTACHMENT D: Existing As-Builts
Snack Bar, City of South El Monte





City Council Agenda Report

Agenda Item No. 7.g.

DATE: September 12, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: CONSIDERATION FOR AUTHORIZATION TO SEEK REQUEST FOR PROPOSALS (RFP) FOR ARCHITECTURAL DESIGN SERVICES FOR SOUTH EL MONTE CITY HALL RESTROOMS REHABILITATION

SUMMARY: Staff seeks City Council approval to issue Request for Proposals (RFP) for architectural design services for South El Monte City Hall Restrooms Rehabilitation.

RECOMMENDED ACTION: Staff recommends City Council approve an RFP for architectural design services for South El Monte City Hall Restrooms Rehabilitation and authorize staff to solicit proposals.

FISCAL/FINANCIAL IMPACT: There is no immediate fiscal impact associated with this action. Upon final contract award, staff will prepare a report with findings and recommendations for consideration and approval by City Council. The report will include a fiscal impact analysis and provide recommendations for award of a Professional Service Agreement for Design Services. The total budget for the project is \$622,000 consisting of \$184,000 from the CNRA fund, \$238,000 from the CDBG fund, and \$200,000 from the Quimby Fund.

DISCUSSION: This project focuses on renovating and modernizing seven restrooms and one shower unit located within the City of South El Monte City Hall building. The project scope includes but not limited to the replacement of flooring, new tile, wall painting, ceiling tiles and new LED lighting/controls, new exhaust fans, doors/hardware/automatic entrance door openers, new partitions, new fixtures and sinks/counters, new dispensers, new mirrors, new signs, accessibility ADA features and related mechanical/electrical/lighting revisions and improvements.

The primary objective of the requested professional services (architectural design engineering services) is to have the selected engineering consultant provide a complete PS&E (plans, specifications and estimates) / Bid Package approved by all involved jurisdictional and regulatory agencies that will be ready for construction bidding for the improvements outlined in the RFP.

Staff report prepared by Andrés González, Senior Public Works Analyst.

ATTACHMENT(S):

A. RFP for Architectural Design Services

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE ARCHITECTURAL DESIGN SERVICES
FOR SOUTH EL MONTE CITY HALL RESTROOMS REHABILITATION
IN THE CITY OF SOUTH EL MONTE, CALIFORNIA**

September 12, 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

Wednesday, September 27, 2023, 2:00 PM
at City Hall (Address: 1415 Santa Anita Ave.
South El Monte)

PROPOSAL DUE DATE

Wednesday, October 11, 2023; 2:00 PM

Table of Contents

1. General Information	1
2. Project Description	1
3. RFP Schedule	2
4. Scope of Services	2
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6. City's Standard Professional Services Agreement	4
7. Insurance Coverage Limits and Requirements	4
8. Consultant Selection Methodology	4
9. Prevailing Wage Rates	5
10. Contract Award	6
11. Required Format for Technical Proposal Submittal	6
12. Fee Estimate Proposal Submittal	8
13. Questions Regarding This RFP	8
14. Proposal Submittal Protocol	8
15. Pre-Contractual Expenses In Responding To The RFP Preparation	9

Attachments:

Attachment A - Affidavit of Non-Collusion

Attachment B - Claims History

Attachment C - Sample Professional Services Agreement

Attachment D – Existing As-Builts and Project Location

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE ARCHITECTURAL DESIGN SERVICES
FOR SOUTH EL MONTE CITY HALL RESTROOMS REHABILITATION
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 Design Services for South El Monte City Hall Restrooms Rehabilitation.**

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 2:00 PM, October 11, 2023, to:

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

A non-mandatory pre-proposal meeting is scheduled on-site (Address: 1415 Santa Anita Ave. South El Monte, CA 91733) on September 27, 2023, at 2:00 PM.

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

Rene Salas
City Manager
rsalas@soelmonte.org

Late proposals will not be accepted.

Sincerely,

Rene Salas
City Manager
City of South El Monte

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE ARCHITECTURAL DESIGN SERVICES
FOR SOUTH EL MONTE CITY HALL RESTROOMS REHABILITATION
IN THE CITY OF SOUTH EL MONTE, CALIFORNIA**

September 12, 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 **Architectural Design Services For South El Monte City Hall Restrooms Rehabilitation**.

2. PROJECT DESCRIPTION

This project focuses on renovating and modernizing seven restrooms and one shower unit located within the City of South El Monte City Hall building. The project scope includes but not limited to the replacement of flooring, new tile, wall painting, ceiling tiles and new LED lighting/controls, new exhaust fans, doors/hardware/automatic entrance door openers, new partitions, new fixtures and sinks/counters, new dispensers, new mirrors, new signs, accessibility ADA features and related mechanical/electrical/lighting revisions and improvements.

3. RFP SCHEDULE

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

Request for Proposals Posted and Issued	Wednesday, September 13, 2023
Non-Mandatory Pre-Proposal Meeting	Wednesday, September 27, 2023, 2:00 PM
Deadline for Receipt of Questions	Friday, September 29, 2023, 5:00 PM
Addendum (if necessary) to Respond to Questions	Wednesday, October 4, 2023
Deadline for Receipt of Proposals (RFP Due Date)	Wednesday, October 11, 2023, 2:00 PM
Evaluation of proposals	October 2023
Final Consultant Selection	October 2023
Contract Awarded by City Council	November 2023
Contract Execution	November 2023
Notice to Proceed	November 2023

4. SCOPE OF SERVICES

The primary objective of the project is to have the selected architectural consultant to provide a complete PS&E (plans, specifications and estimates) approved by all involved jurisdictional and regulatory agencies and is ready for construction bidding for the improvements outlined in this RFP and attached documents.

The scope of work generally includes:

Task 1. Project Management

- a. Attend a pre-design (kick-off) meeting with City staff after the award of contract to conduct introductions, discuss scope of work, information needed from various City departments, overall schedule and the implementation process.
- b. Coordinate bi-weekly progress conference calls with City staff to update the City of the project progress, and schedule status. This is also a time for the Consultant to ask any questions to the City or bring up any design issues encountered.
- c. Coordinate meetings to review the preliminary design, 60%, 90% and 100% submittals with City staff.
- d. Provide a detailed project schedule with continuous updates., and executive summary of project status to be submitted with each monthly invoice.
- e. Maintain continuous awareness of the status of each task as it proceeds and make provisions to expedite and resolve any difficulties that may impede progress.

Task 2. Preliminary Engineering

- a. Review base data documents including as-built improvement plans, utility information, survey information, and other available record data.
- b. Conduct necessary field surveys to assess existing conditions of the project area.
- c. Develop preliminary design.
- d. Prepare Preliminary cost estimate (Identify special conditions that might create conflicts or change orders during construction and identify how to resolve these issues.
- e. Prepare Technical specifications.
- f. Environmental. The project is assumed to be a categorical exemption.
- g. Utility Research. The consultant shall obtain all available as-built drawings from the city and show them on project plans

Task 3. Plans, Specifications & Estimate

- a. Plans, Specifications and Estimate (PS&E) shall be provided at levels of completion of approximately 60%, 90% and 100%.
- b. The City will provide review comments at the 60%, and 90% design phases.
- c. It is expected 100% plans will be complete and include comments and input from all stakeholders and appropriate City staff.
- d. Specifications shall be furnished using the latest edition of Microsoft Word for Windows. The Consultant shall prepare the Specifications per City requirements and utilizing the Standard Specifications for Public Works Construction ("Greenbook").
- e. Estimate shall be prepared in spreadsheet format using Microsoft Excel.
- f. The Consultant shall create a comment matrix to verify all City comments are addressed with each submittal.

Task 4. Bidding and Construction Support

- a. Respond to Requests for Information (RFIs) during the project advertisement period, and log questions and responses.
- b. Prepare project addenda.
- c. Attend the pre-construction meeting, job walk, and job-site meetings when requested by the City over the course of the construction schedule (assume 5 meetings).
- d. Provide responses to the Contractor's RFIs about the plans and specifications when requested by the City.
- e. Provide responses and approvals to the Contractor's submittals for materials and shop drawings when requested by the City.

Task 5. Prepare Record Drawings (As-Built)

- a. Prepare as-built drawings based on field red-lined as-built information provided by the City's Construction Contractor.

Submittal Format of documents prepared by the selected Design Consultant:

- a. All submittals to City shall be made via electronic submittals.
- b. All submittal shall be in pdf format.

- c. Final submittals shall be dwg (AutoCAD) for plans with wet signed mylars, specifications in MS Word, Estimates in Excel, and all other documents in pdf.

The above tasks are provided as general guidance to the proposing firms. The proposers shall review the RFP and attached documents and conduct any other documents review, research and field reviews as they deem necessary, and provide a detailed scope of services as part of their proposals.

It is the consultant's responsibility to identify all necessary tasks and components, and provide all necessary services as required. Provide the City with a complete set of PS&E Bid Package approved by all regulatory and involved agencies.

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 PROFESSIONAL SERVICES AGREEMENT

The RFP includes a sample of City's Professional Services Agreement as Attachment C. Proposers shall review the Agreement and provide a statement that they will comply with all aspects of the Agreement, or provide any comments or changes 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 C.

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.

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](http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html)
2. [DIR Wage Determination website: http://www.dir.ca.gov/oprl/DPreWageDetermination.htm](http://www.dir.ca.gov/oprl/DPreWageDetermination.htm)
3. [Caltrans Prevailing Wage Interpretive Guidance: https://ig.dot.ca.gov/resources/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 November 6, 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. The final PS&E shall be submitted within 4 months of City's Notice to Proceed, excluding City review times.

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 five (5) Public Agency references for similar projects.

Section 6. City's Standard Professional Services Agreement (see Attachment C. 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 A - Affidavit of Non-Collusion
- Attachment B - Claims History

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

Note: Use of the City seal is prohibited on any documents without City authorization.

Consultants shall not include City seal in their proposals without authorization.

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, 3 bound copies and 1 pdf file on thumb drive.
Please indicate on the Proposal Cover:
TECHNICAL PROPOSAL
Architectural Design Services for South El Monte City Hall
Restrooms Rehabilitation
- **Envelope 2:** Fee Proposal, 3 bound copies and 1 pdf file on thumb drive.
Please indicate on the Proposal Cover:
FEE PROPOSAL
Architectural Design Services for South El Monte City Hall
Restrooms Rehabilitation

Proposal submittal due date is:

October 11, 2023, 2:00 pm

Proposals shall be addressed to:

Rene Salas
City Manager
1415 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	Affidavit of Non-Collusion
Attachment B	Claims History

Attachment C
Attachment D

Sample Professional Services Agreement
Existing As-builts and Project Location

ATTACHMENT A

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 B

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 C

SAMPLE 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 _____, 20__ 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 1.9.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding _____ 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.

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 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 document.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, 20__ 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		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	
☐	CORPORATE OFFICER	
TITLE(S) _____		TITLE OR TYPE OF DOCUMENT _____
☐	PARTNER(S) ☐ LIMITED	
☐	GENERAL	
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	
☐	GUARDIAN/CONSERVATOR	NUMBER OF PAGES _____
☐	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____ _____		DATE OF DOCUMENT _____
		SIGNER(S) OTHER THAN NAMED ABOVE _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, 20__ 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.

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☐	CORPORATE OFFICER	
TITLE(S)		
☐	PARTNER(S) ☐ LIMITED	TITLE OR TYPE OF DOCUMENT
☐	GENERAL	
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	
☐	GUARDIAN/CONSERVATOR	NUMBER OF PAGES
☐	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT

_____		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

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

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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.

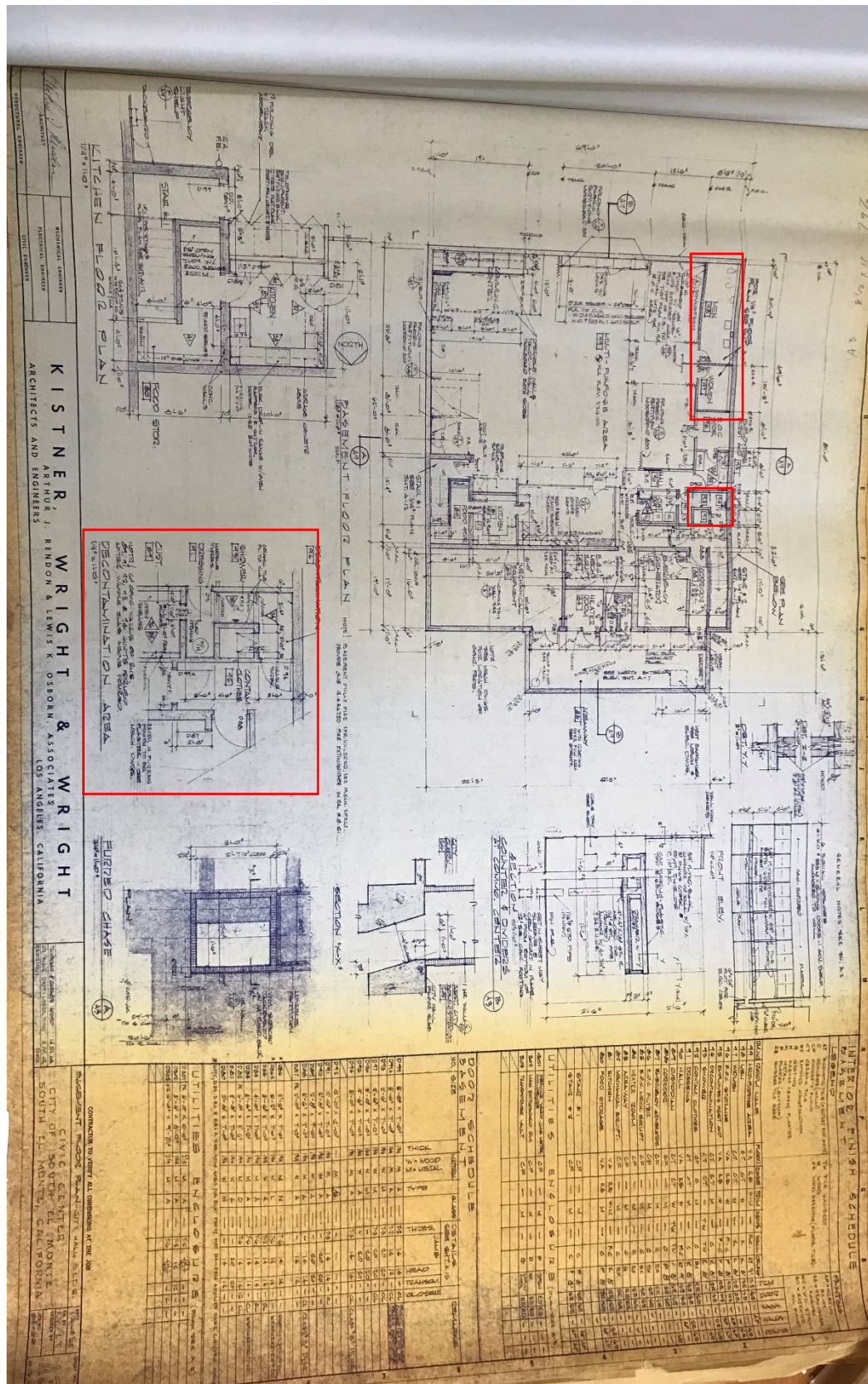
C.

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

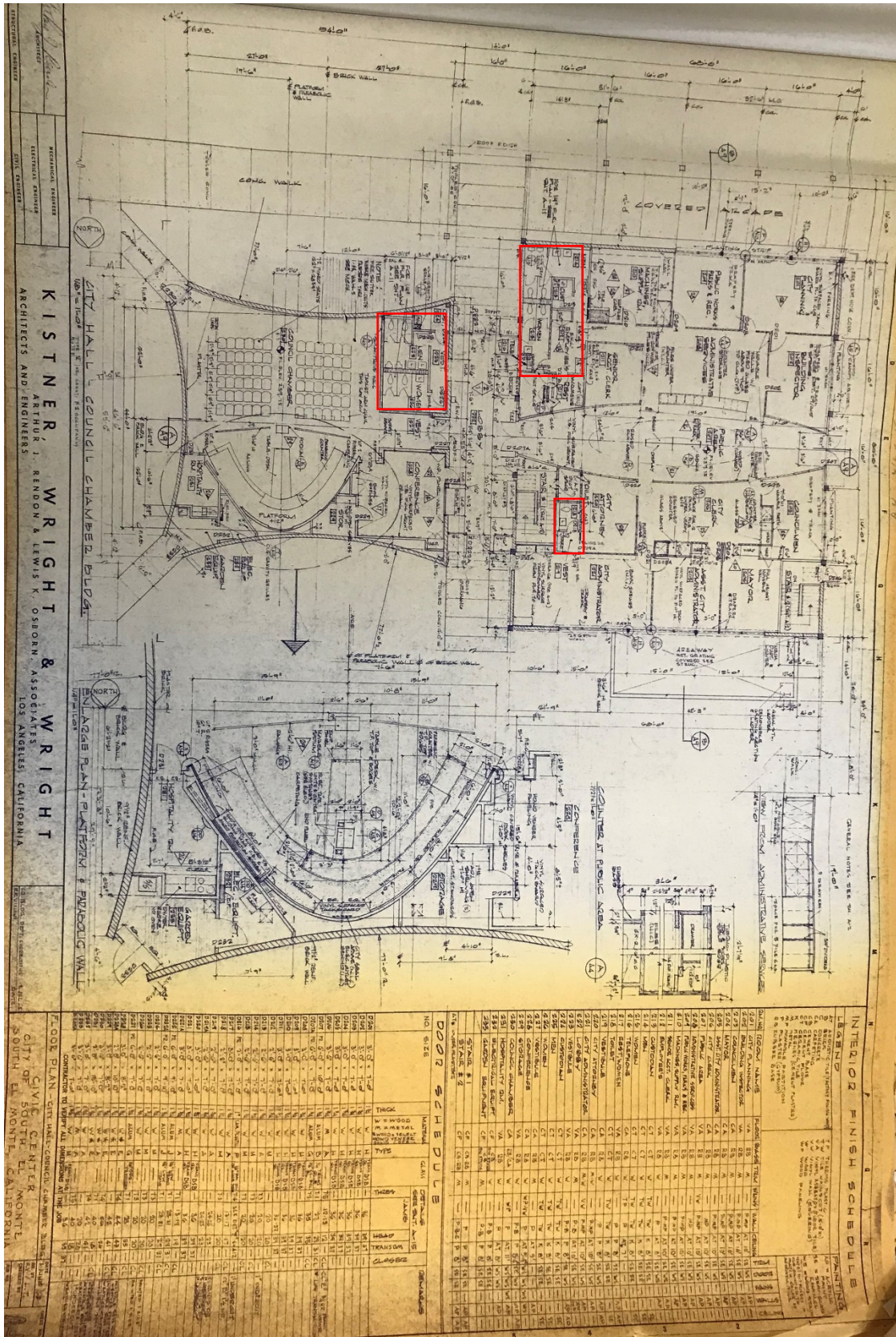
ATTACHMENT D

Existing As-Builts and Project Location

ATTACHMENT D: Existing As-BUILTs and Project Location **Basement Restrooms and Shower Unit, City of South El Monte City Hall**



ATTACHMENT D: Existing As-Builts and Project Location
First Floor, City of South El Monte City Hall





City Council Agenda Report

Agenda Item No. 9.a.

DATE: September 12, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: City Attorney

SUBJECT: CONSIDERATION AND APPROVAL OF ORDINANCE NO. 1268, AMENDING CHAPTER 5.26 OF TITLE 5 OF THE SOUTH EL MONTE MUNICIPAL CODE THEREBY AMENDING THE CITY'S CANNABIS REGULATIONS IN RELATION TO APPLICATION SELECTION CRITERIA, MAKE CLARIFICATION CHANGES, AND MAKE SUCH OTHER CHANGES IN ORDER TO IMPROVE THE ADMINISTRATION THEREOF

SUMMARY: Staff is requesting City Council consider for adoption an ordinance amending Chapter 5.26 of Title 5 of the South El Monte Municipal Code thereby amending the City's cannabis regulations in order to change application selection criteria, make clarification changes, and make such other changes in order to improve the administration thereof.

RECOMMENDED ACTION: Staff recommends City Council:

1. Waive first reading and introduce Ordinance No. 1268, amending Chapter 5.26 of Title 5 of the South El Monte Municipal Code thereby updating and amending the City's cannabis regulations in order to amend application selection criteria, make clarification changes, and make such other changes in order to improve the administration thereof; and
2. Set adoption of said ordinance at the next regular city council meeting.

FISCAL/FINANCIAL IMPACT: The City does not expect any fiscal impact from this ordinance as currently there are no permitted cannabis retailers within the City. Staff will monitor the regulatory environment as it develops, and inform City Council of any fiscal impact when it can be reasonably estimated.

DISCUSSION: At the November 2022 election, the City's voters approved Ordinance No. 1260, which added Chapter 5.26 to the South El Monte Municipal Code ("SEMMC"). In relevant part, it authorized the establishment of a limited number of cannabis retailers (medical/adult-use) in the City through the "Commercial Cannabis Operations Regulatory

Program” and, further, established a tax on retailers. Ordinance No. 1260 also contained provisions permitting the City Council to make amendments without resubmission to the voters provided that the number of permits cannot be changed. This program permits one medical/adult-use cannabis retailer with the option to add another two permits in the second year of the program and, further, provides very detailed requirements on how the program operates and regulates cannabis businesses, including application selection criteria.

Pursuant to SEMMC Section 5.26.070(D), the program provides for application selection criteria and related weighting for cannabis permit applicants, which are currently as follows:

1. Qualifications of the Applicant’s Owners and Manager (250 points)
2. Plans, Renderings, and Overall Location (50 points)
3. Business and Operations Plan (100 points)
4. Security Plan (100 points)
5. Safety Plan (100 points)
6. Neighborhood Compatibility Plan (100 points)
7. Community Benefits Plan (100 points)
8. Labor and Employment Plan (200 points)

A new development occurred after the voters of the City approved the cannabis ordinance in November 2022. There is now a state proposition (entitled as “The Taxpayer Protection and Government Accountability Act”) that if approved by the voters of the State of California in November 2024 could potentially impact the City’s tax revenues that were included in the City’s cannabis measure that the voters approved in November of 2022. If the City brought in a cannabis business this year with the expectation that the tax revenues would be paid to the City every year going forward by that cannabis business to offset costs to the City for impacts to City resources, the City could potentially end up having a cannabis business with no tax revenues to offset adverse impacts from that cannabis business if the above state proposition passes, depending on how that state ballot measure will be interpreted as applying retroactively or not by the courts if it passes.

An option for the City Council is to amend the cannabis ordinance (as allowed under Section 5.26.250 of the voter approved city ordinance) so that a Community Benefit Agreement would result in the highest scoring for a cannabis business based on if that cannabis business will voluntarily obligate itself to pay for its impacts to the City even if the tax is no longer required based on if the above state proposition passes and if courts applied it retroactively (which is unknown at this time).

The proposed ordinance would revise Criteria 7 so that the total points that can be allocated is 300 points. It would also add a sub-criteria in Criteria 7 relating to community benefit proposals. As such, SEMMC Section 5.26.070(D)(7) would read as follows (~~strike through~~ is deleted language while underline is added language):

“Community Benefits Plan—~~One Hundred Points~~ Three Hundred Fifty Points. The people of the city find that monetary donations to local non-profit organizations, financial support of city sponsored activities or organizations, in kind donations to the city or other charitable organizations, and economic incentives to the city carry out the purpose and intent of the program and are, therefore, critical for an applicant to demonstrate an effective community benefits plan. Accordingly, ~~fifty-two hundred~~ of the one three hundred fifty points awardable under this subsection shall only be awarded if the applicant pledges to voluntarily provide a public benefit to a public use (or a combination thereof), which is defined as a direct financial contribution equal to two percent of projected gross receipts of the applicant to a public school located within the city, a public park located within the city, and/or a public or nonprofit community organization serving the city or its residents. Beyond the above and as a ministerial duty, no further direct

financial contributions shall be considered as part of an applicant's community benefits plan.

The remaining ~~fifty-one hundred fifty~~ of the ~~one hundred-three hundred fifty~~ points awardable under this subsection shall be awarded, as a ministerial duty, pursuant to the following objective criteria:

a. Up to ~~twenty-five~~ fifty points—A description of a social responsibility plan to include identification of a community liaison, plans to serve as a social equity business incubator, plans to aide and participate in the work of local non-profits, community-based organizations, civic organizations, or social services organizations.

b. Up to ~~twenty-five~~ fifty points—A description of a plan to develop a public health outreach and educational program that outlines the risks of youth use of cannabis and that identifies resources available to youth related to drugs and drug addiction.

c. Up to fifty points – A proposal and description of any community benefits agreement proposed by the applicant pursuant to Section 5.26.130.

Furthermore, SEMMC 5.26.070(E), in relevant part, provides as follows:

“... In the event of a tie in the order of ranking under subsection D between one or more applicants up to the maximum number of commercial cannabis operation permits authorized in Section 5.26.060, the city council shall, as a ministerial duty, break the tie and issue commercial cannabis operation permits to the applicants with the highest scoring application component in the following order: **(1) qualifications of the applicant's owners and managers; (2) labor and employment plan; (3) security plan; (4) safety plan; (5) community benefits plan; (6) neighborhood compatibility plan; (7) business and operations plan; and (8) plans, renderings, and overall location.** ...”

The proposed ordinance would move “community benefits plan” to a higher priority by reordering the above bolded text as follows: : “... (1) qualifications of the applicant's owners and managers; (2) community benefits plan; (3) labor and employment plan; (4) security plan; (5) safety plan; (6) neighborhood compatibility plan; (7) business and operations plan; and (8) plans, renderings, and overall location. ...”

The proposed ordinance would also make the following changes:

Amends various deadlines for the adoption of program fees. The current text provides that certain fees have to be adopted within a period of time. For example, application fees currently must be established within 45 days of the ordinance's effective date. The proposed ordinance would remove this time requirement, and other similar time requirements, so that the City has sufficient time to study and adopt the related fees.

Amends various deadlines for the creation of application forms. The current text also provides that certain applications forms must be created within a specified period of time. For example, the current text provides the application form for change of location must be created within 180 days of the ordinance's effective date. Similar to the fees, the proposed ordinance removes this deadline, and other similar time requirements so that the City has sufficient time to create the forms.

Amends deadlines relating to establishing certain regulations. The current ordinance sets specific deadlines for the establishment of certain regulations. For example, the city manager is required to create regulations for transfer of ownership or control within 180 days following the ordinance's effective date. The proposed ordinance would remove this 180 day deadline.

Amends various sections for consistency. The proposed ordinance makes other changes to the current text so that it is more consistent. For example, in one part of the ordinance, it references the maximum number of cannabis retailers as being 2, but the intended limit is 1 for the first year with the option of adding 2 additional permits in subsequent years. This proposed ordinance would make those provisions consistent.

Clarifies that Council is not required to select an applicant if approval of an application

would be detrimental to the public health and safety. The current ordinance is unclear whether Council may, for example, determine that all applicants as not meeting the criteria and, therefore, desires to not issue any permits. The proposed ordinance would give Council the option to not issue any permits, provided that Council finds that issuance of any permits would be detrimental to the health and safety of the City's residents.

Provides other changes relating to efficient administration and enforcement. The proposed ordinance makes changes to the current ordinance so that it can be more efficiently administered. For example:

1. The current ordinance provides that, on the one-year anniversary of the date of issuance of a permit (and every year thereafter), the city manager is required to conduct a performance review of the permittee. If there are any areas in which the permittee is noncompliant, the city manager is required to notify the permittee and the permittee has an automatic 60 days to remedy the noncompliance. The proposed ordinance would revise this so that the City Manager has the flexibility to provide deadlines to remedy noncompliance and is further able to revise the deadlines if additional time is needed.
2. Any adopted administrative regulations will be effective upon the date of publication on the City's website or posting at the location for the city council's meeting agendas.
3. Failure to make corrections required by SEMMC Section 5.26.090 and failure to pay required fees is a basis for suspension/revocation of the permit.

ATTACHMENT(S):

- A. Ordinance No. 1268 re Cannabis Regulation
- B. Exhibit A to Ordinance No. 1268 - Cannabis Ordinance Amendment
- C. Ordinance No. 1260

ATTACHMENT A

ORDINANCE NO. 1268

AN ORDINANCE OF THE SOUTH EL MONTE CITY COUNCIL AMENDING CHAPTER 5.26 OF TITLE 5 OF THE SOUTH EL MONTE MUNICIPAL CODE THEREBY AMENDING THE CITY'S CANNABIS REGULATIONS IN RELATION TO APPLICATION SELECTION CRITERIA, MAKE CLARIFICATION CHANGES, AND MAKE SUCH OTHER CHANGES IN ORDER TO IMPROVE THE ADMINISTRATION THEREOF

WHEREAS, on November 8, 2022, the voters of the City of South El Monte adopted Ordinance No. 1260, which added Chapter 5.26 to Title 5 of the South El Monte Municipal Code ("SEMMC") and which authorized and taxes certain cannabis businesses within the City of South El Monte ("City"); and

WHEREAS, Section 14 of Ordinance No. 1260 and SEMMC Section 5.26.250 permit the City Council to amend the voter-approved cannabis regulations, provided that such amendments do not increase the adopted tax rate and, further, do not amend SEMMC Section 5.26.060; and

WHEREAS, by adoption of this Ordinance, the City Council does not intend to amend Chapter 5.26 of Title 5 of the SEMMC in manner that violates Section 14 of Ordinance No. 1260 and SEMMC Section 5.26.250; and

WHEREAS, the City Council desires to amend its cannabis business regulations provided in Chapter 5.26 of Title 5 of the SEMMC ("Chapter 5.26") so that the City is better able to administer thereof.

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

SECTION 1. Recitals. The recitals set forth above are incorporated herein by this reference.

SECTION 2. CEQA. The City Council finds that the amended ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Regulations 15060(c)(3) and 15061(b)(3). Section 15060(c)(3) of the CEQA Guidelines, excludes from CEQA review, those activities that are not "projects" within the meaning of Section 15378 of the California Code of regulations. The amendment to the ordinance does not increase the number of cannabis businesses and it does not change any building regulations or requirements that could be an environmental impact. In addition, CEQA Guidelines Section 15061(b)(3) includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The amended ordinance makes changes to the City's cannabis regulations in order to improve the administration of the City's cannabis regulations and cannabis businesses. As such, it can be seen with a certainty that there will be no impact upon the environment due to the approval of the amended ordinance. Furthermore, the adoption of the amended ordinance is exempt from CEQA because the creation of a government funding mechanism which does not involve any commitment

to any specific project is not a "project" under CEQA pursuant to Public Resources Code Section 21080 and CEQA Guideline 15378(b)(4).

SECTION 3. Amendment to Chapter 5.26. Chapter 5.26 is hereby amended in its entirety as provided in Exhibit A of this Ordinance (For the purposes of Exhibit A, ~~strikethroughs~~ represent deletions and double underline represent additions).

SECTION 4. 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 5. Certification and publication. The ordinance shall take effect on January 1, 2023 and within (5) days after its passage, the City Clerk of the City of El Monte shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and the Building Official shall cause the same to be filed with the California Building Standards Commission. And within (15) days after its passage, the City Clerk shall certify to the adoption of this ordinance and shall cause a summary of same to be published once in a newspaper of general circulation within the City of South El Monte.

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. 1268 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: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Donna G. Schwartz, City Clerk

EXHIBIT A – AMENDMENTS TO CHAPTER 5.25

PAGE 1 OF 37

Chapter 5.26 COMMERCIAL CANNABIS OPERATIONS REGULATORY PROGRAM**5.26.010 Purpose and intent.**

A. The purpose of this chapter is to establish a comprehensive set of regulations with an attendant regulatory permit applicable to the operation of certain types of commercial cannabis operations, while simultaneously establishing an express prohibition on certain other types of commercial cannabis operations.

B. The regulations for, and prohibitions on, specific types of commercial cannabis operations are enacted to preserve the public health, safety, and welfare of the residents and visitors of the city, consistent with the state's Compassionate Use Act of 1996, Medical Marijuana Program Act of 2003, Adult Use of Marijuana Act of 2016 MAUCRSA, and all applicable state laws governing commercial cannabis operations.

C. The issuance of a commercial cannabis operation permit shall constitute a revocable privilege and shall not create or establish any vested rights for the development or use of a property.

D. This chapter and any administrative regulations adopted pursuant to this chapter shall be known as the "commercial cannabis operations regulatory program" or the "program."

5.26.020 Commercial cannabis operation prohibited without city commercial cannabis operation permit.

It is unlawful to own, establish, operate, use, or permit the establishment or activity of a commercial cannabis operation, or to participate in commercial cannabis operations as an employee, contractor, agent, volunteer, or in any manner or capacity, other than as provided in this chapter and pursuant to both a current and valid city commercial cannabis operation permit, as well as the equivalent state license for such commercial cannabis operation as provided for by Section 26050 of the State Business and Professions Code, and as amended from time to time. The prohibition contained in this section shall include renting, leasing, or otherwise permitting a commercial cannabis operation to occupy or use a location, vehicle, or other mode of transportation.

5.26.030 Definitions.

As used in this chapter, the following words and phrases shall have the following meanings. Words and phrases not specifically defined below shall have the meanings ascribed to them elsewhere in this Code or shall otherwise be defined by common usage. For definitions of nouns, the singular shall also include the plural; for definitions of verbs, all verb conjugations shall be included. Any reference to state statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision.

"Adult use" (i.e., "recreational" or "non-medical") refers to activity involving cannabis or cannabis products, which is restricted to adults twenty-one years of age and older and who do not possess a physician's recommendation, in contrast to an activity involving medical cannabis or medical cannabis products.

“Alcohol or drug treatment facility” shall have the same definition as “alcoholism or drug abuse recovery or treatment facility” as defined in Section 11834.02(a) of the State Health and Safety Code, which currently defines the term as “any premises, place, or building that provides residential nonmedical services to adults who are recovering from problems related to alcohol, drug, or alcohol and drug misuse or abuse, and who need alcohol, drug, or alcohol and drug recovery treatment or detoxification services.” Further, “alcohol or drug treatment facility” shall also include such a facility that provides treatment for minors to the extent permitted by law.

“Applicant” means a person who files an application for a commercial cannabis operation permit under this chapter (and shall not include the owners or the managers of the applicant).

“Cannabis” means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

“Cannabis concentrate” means cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product’s potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this chapter. A cannabis concentrate is not considered food, as defined by Section 109935 of the Health and Safety Code, or a drug, as defined by Section 109925 of the Health and Safety Code.

“Cannabis products” means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

“City” means the city of South El Monte, state of California.

“City attorney” means the city of South El Monte city attorney, and includes his or her designee(s).

“City council” means the city council of the city of South El Monte.

“City manager” means the city of South El Monte city manager, and includes his or her designee(s).

“Code” means the city of South El Monte Municipal Code, as may be amended.

“Commercial cannabis operation” includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, or sale (including retail and wholesale, and including medical-only and adult-use sales) of cannabis and cannabis products; except, as applicable, the activities provided in Section 5.26.220(A) or as preempted by state law.

“Commercial cannabis operation permit” shall mean a city permit issued pursuant to the procedures provided for in this chapter allowing the permit holder to operate a specific type of commercial cannabis operation in the city subject to the requirements of this chapter, state law, and the specific permit.

“County” means the county of Los Angeles, state of California.

“Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

“Customer” means a natural person twenty-one years of age or over or a natural person eighteen years of age that is a qualified patient or primary caregiver.

“Day care center” means, a facility other than a family day care home, infant centers, toddler, preschool, and school age children licensed by the State Department of Social Services pursuant to Section 1596.951 of the State Health and Safety Code. Pursuant to the authority delegated by the state to the city under Section 26054(b) of the State Business and Professions Code, this definition of “day care center” under this chapter shall override the definition of “day care center” in MAUCRSA at Section 26001 of the State Business and Professions Code.

“Delivery” means the commercial transfer of cannabis or cannabis products to a customer, and includes the use of any technology platform owned and controlled by the same person making such use.

“Director” means the city of South El Monte community development director, and includes his or her designee(s).

“Distribution” means the procurement, sale, and transport of cannabis and cannabis products between entities licensed for and/or engaged in commercial cannabis operations under state law.

“Distributor” means a person engaged in distribution.

“Edible” means cannabis product that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum, but excluding products set forth in Division 15 (commencing with Section 32501) of the Food and Agricultural Code. An edible cannabis product is not considered food, as defined by Section 109935 of the State Health and Safety Code, or a drug, as defined by Section 109925 of the State Health and Safety Code.

“Employee” means any person (whether paid or unpaid) who provides regular labor or regular services for a commercial cannabis operation, including, but not limited to, at the location of a commercial cannabis operation. The term “employee” includes managers and owners as used in this chapter.

“Extraction” means the process of obtaining cannabis concentrates from cannabis plants, including, but not limited to, through the use of solvents like butane, alcohol or carbon dioxide.

“Finance director” means the city of South El Monte finance director, and includes his or her designee(s).

“Fire chief” means the Los Angeles County fire department chief, and includes his or her designee(s).

“Gross receipts” means, except as otherwise specifically provided herein, whether designated as a sales price, royalty, rent, commission, dividend, or other designation, the total amount (including all receipts, cash, credits, and property of any kind or nature) received or payable for sales of goods, wares, or merchandise without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor, or service costs, interest paid or payable, losses, or any other expense whatsoever. However, the following shall be excluded from gross receipts:

1. Cash discounts where allowed and taken on sales;
2. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;
3. Such part of the sale price of any property returned by purchasers to the seller as refunded by the seller by way of cash or credit allowances or return of refundable deposits previously included in gross receipts;
4. Receipts derived from the occasional sale of used, obsolete, or surplus trade fixtures, machinery, or other equipment used by the taxpayer in the regular course of the taxpayer’s business;
5. Cash value of sales, trades, or transactions between departments or units of the same business;
6. Whenever there are included within the gross receipts amounts which reflect sales for which credit is extended and such amount proved uncollectible in a given year, those amounts may be excluded from the gross receipts in the year they prove to be uncollectible; provided, however, if the whole or portion of such amounts excluded as uncollectible are subsequently collected, they shall be included in the amount of gross receipts for the period when they are recovered;
7. Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded when in excess of one dollar; and
8. Any proceeds resulting from a transfer or change of ownership or control in the business.

“Identification card” has the same definition as provided for in Section 11362.7(g) of the State Health and Safety Code, and as may be amended, defined as “a document issued by the [State Department of Health Services] that identifies a person authorized to engage in the medical use of cannabis and the person’s designated primary caregiver, if any.”

“Labeling” means any label or other written, printed, or graphic matter upon cannabis or a cannabis product, upon its container or wrapper, or that accompanies any cannabis or cannabis product.

“Labor peace agreement” means an agreement between a cannabis retailer and any bona fide labor

organization that, at a minimum, protects the city’s proprietary interests by prohibiting labor organizations and members from engaging in picketing, work stoppages, boycotts, and any other economic interference with a cannabis retailer. This agreement means that the cannabis retailer has agreed not to disrupt efforts by the bona fide labor organization to communicate with, and attempt to organize and represent, the cannabis retailer’s employees. The agreement shall provide a bona fide labor organization access at reasonable times to areas in which the cannabis retailer’s employees work, for the purpose of meeting with employees to discuss their right to representation, employment rights under state law, and terms and conditions of employment.

“Liquid assets” means assets that can be readily converted into cash. “Liquid assets” include, but are not limited to, the following: funds in checking or savings accounts, certificates of deposit, money market accounts, mutual fund shares, publicly traded stocks, and United States savings bonds. “Liquid assets” does not mean household items, furniture and equipment, vehicles, cannabis or cannabis products, business inventory, or real property and improvements thereto.

“Location” means any parcel of land, whether vacant or occupied by a building, group of buildings, or accessory buildings, and includes the buildings, structures, yards, open spaces, lot width, and lot area.

“Lighting” means the act of illuminating as well as the effect achieved by the arrangement of lights.

“LiveScan” means a system for inkless electronic fingerprinting and the automated background check developed by the California Department of Justice (“DOJ”) that involves digitizing fingerprints and electronically transmitting the fingerprint image data along with personal descriptor information to computers at the DOJ for completion of a criminal record check; or such other comparable inkless electronic fingerprinting and automated background check process as determined by the city council.

“Manager” means an employee responsible for management and/or supervision of a commercial cannabis operation, including, but not limited to, any: (1) manager or managing member or other officer of a limited liability company; or (2) president, chief executive officer, secretary, treasurer, chief financial officer, or other officer of a for profit corporation.

“Manufacture” or “manufacturing” means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product; includes the activities of a manufacturer.

“Manufacturer” means a person that conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container; includes the activity of manufacturing.

“Marijuana” has the same definition as provided for “cannabis” in this chapter.

“MAUCRSA” means the State Medicinal and Adult-Use Cannabis Regulation and Safety Act, codified at Section 11018 et seq., of the State Health and Safety Code, Section 26001 et seq., of

the State Business and Professions Code, Section 34010 of the State Revenue and Tax Code, and Section 81000 et seq., of the State Food and Agriculture Department Code, as may hereinafter be amended.

“Medical” refers to activity involving medical cannabis or medical cannabis products, in contrast to an activity involving adult-use cannabis or adult-use cannabis products.

“Medical cannabis” or “medical cannabis product” means cannabis or a cannabis product used in compliance with state law for medical purposes, pursuant to the Compassionate Use Act (Section 11362.5 of the State Health and Safety Code), the Medical Marijuana Program Act (Section 113262.7 et seq., of the State Health and Safety Code), and the MAUCRSA.

“Microbusiness” shall have the same definition as provided for in Section 26070 of the State Business and Professions Code, and as may be amended.

“Minor” means a person under twenty-one years of age.

“Nursery” means a person that produces only clones, immature plants, seeds, and other agricultural products used specifically for the planting, propagation, and cultivation of cannabis.

“Operations officer(s)” shall refer to the director, the fire chief, the police chief, the finance director and the city manager, individually or collectively.

“Owner” means any of the following:

1. A person owning in the aggregate equity interests representing ten percent or more of the voting power of all outstanding equity in the applicant or a commercial permittee;
2. The president, chief executive officer, secretary, treasurer, or chief financial officer of a nonprofit applicant or permittee; or
3. A member of the board of directors of a nonprofit applicant or permittee.

Notwithstanding the above, every applicant and permittee must have at least one individual person designated as an “owner” for the purpose of compliance with this chapter, including the review and evaluation of any commercial cannabis operation permit application.

“Package” means any container or receptacle used for holding cannabis or cannabis products.

“Packaging” or “packages” means an activity involved with placing cannabis or cannabis products in a package.

“Park” means public land which has been designated for park or recreational activities, including, but not limited to, a park, playground, nature trails, swimming pool, athletic field, basketball court, tennis court, pedestrian or bicycle paths, beaches, open space, or similar public land within the city or which is under the control, operation or management of the city recreation and parks department. “Park” shall not include any youth center.

“Permittee” means a person issued a commercial cannabis operation permit by the city.

“Person” means any individual, firm, co-partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit.

“Person with an identification card” has the same definition as provided for in Section 11362.7(c) of the State Health and Safety Code, and as may be amended, defined as “an individual who is a qualified patient who has applied for and received a valid identification card pursuant to this article.”

“Physician’s recommendation” means a determination from a physician that a patient’s medical cannabis use is deemed appropriate and is recommended by the physician on the basis of the physician has determined that the patient’s health would benefit from the use of cannabis in the treatment of cancer, anorexia, AIDS, chronic pain, spasticity, glaucoma, arthritis, migraine, or any other illness for which cannabis provides relief, in strict accordance with Section 11362.5 of the State Health and Safety Code.

“Police chief” means the Los Angeles County sheriff, and includes his or her designee(s).

“Police department” means the Los Angeles County sheriff’s department.

“Premises” means the designated structure or structures and land specified in a commercial cannabis operation permit application that is owned, leased, or otherwise held under the control of the applicant or permittee where commercial cannabis operation will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one permittee.

“Primary caregiver” has the same definition as provided for in Section 11362.7(d) of the State Health and Safety Code, and as may be amended, defined as “the individual, designated by a qualified patient or by a person with an identification card, who has consistently assumed responsibility for the housing, health, or safety of that patient or person.” A “primary caregiver” shall also meet the requirements of Section 11362.7(e) of the State Health and Safety Code, and as may be amended, which provide that a “primary caregiver shall be at least eighteen years of age, unless the primary caregiver is the parent of a minor child who is a qualified patient or a person with an identification card or the primary caregiver is a person otherwise entitled to make medical decisions under state law pursuant to Section 6922, 7002, 7050, or 7120 of the Family Code.”

“Qualified patient” has the same definition as provided for in Section 11362.7(f) of the State Health and Safety Code, and as may be amended, defined as “a person who is entitled to the protections of Section 11362.5, but who does not have an identification card issued pursuant to this article.”

“Religious institution” means any church, synagogue, mosque, temple, or building which is used primarily for religious worship, religious education, and related religious activities.

“Residentially zoned property” means any parcel of land located within the city zoned: R-1 (single-family residential zone), R-2 (multiple residential zone), or R-3 (multiple residential zone).

“Retailer” means a person engaged in the retail sale or delivery of cannabis or cannabis products to a customer. “Retailer” includes “retailer (medical-only)” and “retailer (medical/adult use).” “Retailer (medical-only)” refers to a retailer which is restricted by the terms of its commercial cannabis operation permit to engaging in the retail sale or delivery of medical cannabis or cannabis products as stated in Section 5.26.120(A). “Retailer (medical/adult-use)” refers to a retailer which is not so restricted by the terms of its commercial cannabis operation permit, and which accordingly may engage in the retail sale or delivery of medical or adult-use cannabis or cannabis products to a customer.

“Retail sale(s)” means any commercial cannabis operation involving the retail sale of cannabis or cannabis products from a retailer.

“Sale(s)” means any sale, exchange, or barter or other transaction for any consideration.

“School” means as evidenced by the State Department of Education school directory, a public school instructing children in grades kindergarten through grade 12, as authorized by the State Department of Education or a private school instructing children in grades kindergarten through grade 12 that has filed a verification of private school affidavit with the State Department of Education pursuant to Section 33190 of the State Education Code, excluding any private school in which education is primarily conducted in a private home. Pursuant to the authority delegated by the state to the city under Section 26054(b) of the State Business and Professions Code, this definition of “school” under this chapter shall override the definition of “school” used in MAUCRSA or Section 11362.768 of the State Health and Safety Code.

“Site” means the premises and actual physical location of a commercial cannabis operation, as well as its accessory structures and parking areas.

“State” means the state of California.

“Testing laboratory” or “testing” refers to a laboratory, facility, or entity that offers or performs tests on cannabis or cannabis products; includes the activity of laboratory testing.

“Youth center” means: (1) any public or private facility that is primarily used to host recreational or social activities for minors, such as private youth membership organizations or clubs, social service teenage club facilities; or (2) a park, playground, or recreational area specifically designed to be used by children that may have play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball or any facility located on a public or private school grounds, or on city, county, or parks. “Youth center” shall not include any private martial arts, yoga, ballet, music, or similar studio of this nature nor shall it include any private athletic training facility, pizza parlor, restaurant, video arcade, dentist office, or doctor’s office primarily serving children. Pursuant to the authority delegated by the state to the city under Section 26054(b) of the State Business and Professions Code, this definition of “youth center” under this chapter shall override the definition of “youth center” in MAUCRSA at Section 26001 of the State Business and Professions Code.

5.26.040 Prohibited commercial cannabis operations.

A. Commercial cannabis operations (including non-profit operations) within the city that involve the activities of non-storefront retailer (whether medical-only or medical/adult-use), cultivation, manufacturer, testing, distribution, or microbusiness are prohibited, including, but not limited to, commercial cannabis operations licensed by the state in the license classifications listed below as provided in Section 26050 of the State Business and Professions Code:

1. Type 1 = Cultivation; Specialty Outdoor; Small.
2. Type 1A = Cultivation; Specialty Indoor; Small.
3. Type 1B = Cultivation; Specialty Mixed Light; Small.
4. Type 1C = Cultivation; Specialty Cottage; Small.
5. Type 2 = Cultivation; Outdoor; Small.
6. Type 2A = Cultivation; Indoor; Small.
7. Type 2B = Cultivation; Mixed-light; Small.
8. Type 3 = Cultivation; Outdoor; Medium.
9. Type 3A = Cultivation; Indoor; Medium.
10. Type 3B = Cultivation; Mixed-Light; Medium.
11. Type 4 = Cultivation; Nursery.
12. Type 5 = Cultivation; Outdoor; Large.
13. Type 5A = Cultivation; Indoor; Large.
14. Type 5B = Cultivation; Mixed-Light; Large.
15. Type 6 = Manufacturer 1.
16. Type 7 = Manufacturer 2.
17. Type 8 = Testing.
18. Type 9 = Non-Storefront Retailer (Delivery Only).
19. Type 11 = Distributor.
20. Type 12 = Microbusiness.

B. The prohibition provided by above subsection A includes any similar activities authorized under new or revised state licenses, or any other state authorization, to allow any type, category or classification of cannabis commercial operations that involve the activities of non-storefront

retailer (Type 9, i.e., delivery only) (whether medical-only or medical/adult-use), cultivation, manufacturer, testing, distribution, microbusiness, or similar operations (including non-profit, collective or cooperative operations).

5.26.050 Permitted commercial cannabis operations.

A. Commercial cannabis operations (including non-profit operations) within the city which involve the activity of retailer (Type 10: medical-only and medical/adult-use) are allowed subject to issuance and maintenance of a valid and current city commercial cannabis operation permit, continuing adherence to this entire chapter and all applicable city and state regulations and laws, and issuance and maintenance of a valid and current equivalent state license type listed below, as provided for in Section 26050 of the State Business and Professions Code:

1. Type 10 = Retailer (Medical-Only; Medical/Adult-Use).

B. The requirements provided by above subsection A apply to any similar activities authorized under new or revised state licenses, or any other state authorization, to allow any type, category or classification of cannabis commercial operations that involve the activity of retailer (medical-only and medical/adult-use) or similar operations (including non-profit, collective or cooperative operations).

5.26.060 Maximum number of commercial cannabis operation permits.

A. The number of commercial cannabis operation permits for retailer (medical/adult-use) commercial cannabis operations based within the city shall be no more than one.

B. Notwithstanding subsection A of this section, if the city council opts, in its sole discretion, to reinstitute the application procedure after the first year following the operative date of this chapter pursuant to Section 5.26.070(H), then two additional retailer (medical/adult-use) commercial cannabis operation permits may be issued such that the maximum number of commercial cannabis operation permits for retailer (medical/adult-use) commercial cannabis operations based within the city shall be increased to no more than three retailers (medical/adult-use).

C. The number of commercial cannabis operation permits for non-storefront retailer (delivery only) (whether medical-only or medical/adult-use) (including retailers or microbusinesses engaged in delivery) commercial cannabis operations based outside the city to engage in delivery within the city shall be zero. However, should a court of competent jurisdiction, as a judicial remedy, order the city council to increase the maximum number of commercial cannabis operation permits for non-storefront retailer (delivery only) (including retailers or microbusinesses engaged in delivery) commercial cannabis operations based outside the city to engage in delivery within the city, the number of commercial cannabis operation permits for non-storefront retailer (delivery only) (including retailers or microbusinesses engaged in delivery) commercial cannabis operations based outside the city to engage in delivery within the city shall be no more than two.

D. The maximum number of commercial cannabis operation permits issued for retailer

(including medical-only and medical/adult use retailer, individually and collectively) commercial cannabis operations based within the city or non-storefront retailer (delivery only) (including retailers or microbusinesses engaged in delivery) based outside the city may not be amended by the city council or regulations promulgated by the city manager pursuant to this chapter. However, the city council may and shall increase the maximum number of commercial cannabis operation permits issued for retailer commercial cannabis operations based within the city or non-storefront retailer (delivery only) (including retailers or microbusinesses engaged in delivery) based outside the city: (1) if ordered to do so by a court of competent jurisdiction as a judicial remedy; or (2) by a vote of the people of the city.

5.26.070 Commercial cannabis operation permit application procedure.

A. Following the effective date of this chapter, the city manager, pursuant to Section 5.26.140, shall, as a ministerial duty, make available the necessary forms, adopt any necessary application rules for the submission, intake, review, and approval of applications for retailer (medical-only and medical/adult-use) commercial cannabis operations up to the maximum number of commercial cannabis operation permits authorized in Section 5.26.060.

B. The city manager shall, as a ministerial duty, cease acceptance of commercial cannabis operation permit applications for retailer (medical-only and medical/adult-use) commercial cannabis operations thirty days after making available the necessary forms and adopting any necessary application rules for the submission, intake, review, and approval of commercial cannabis operation permit applications for retailer (medical-only and medical/adult-use) commercial cannabis operations.

C. Within thirty days of ceasing the acceptance of commercial cannabis operation permit applications for retailer (medical-only and medical/adult-use) commercial cannabis operations, the city manager shall, as a ministerial duty, review timely submitted commercial cannabis operation permit applications for retailer (medical-only and medical/adult-use) commercial cannabis operations for the following minimum requirements:

1. Payment of an application fee established by resolution of the city council ~~within forty-five days following the effective date of this chapter~~ to cover all costs incurred by the city in the application process;

2. Sufficient evidence of the legal right to use the proposed property for the proposed use, ~~to include~~ ing, without limitation, a lease, sublease, purchase agreement, assignment of purchase agreement, or lease or purchase option, in the name of the applicant, which may include nominal consideration and be contingent upon issuance of a commercial cannabis operation permit or other approvals. The city shall only consider one applicant per property address or county assessor's identification number. In the event that more than one applicant applies for a commercial cannabis operation permit application at a given property address or a given county assessor's identification number, the city manager shall, as a ministerial duty, only accept the commercial cannabis operation permit application with the earliest effective date for the evidence of the legal right to use the proposed property for the proposed use in the name of the applicant;

3. Sufficient evidence to demonstrate that the proposed property complies with the

location and zoning requirements in Section 5.26.120;

4. Proof that an owner or owners of the applicant with an aggregate ownership interest of fifty percent or more has served as an owner or owners with an aggregate ownership interest of fifty percent or more of six or more other retailer (medical-only or medical/adult-use) commercial cannabis operations by a city, county, or state since at least January 1, 2022;

5. Proof of funds showing that the applicant has access and control of over five hundred thousand dollars in liquid assets (which such liquid assets having been under possession for at least ninety days prior to the date of the application submission under this section), which may be shown via a binding legal agreement in the name of the applicant such as a promissory note so long as said legal agreement is accompanied by a proof of funds in the name of a party to the agreement that demonstrates access and control of over five hundred thousand dollars in liquid assets under possession for at least ninety days prior to the date of the application submission under this section. Applicants and permittees shall not be required to show that the applicant or permittee has access and control of over five hundred thousand dollars in liquid assets except on initial application pursuant to this Section 5.26.070, a change in location application pursuant to Section 5.26.100, or an ownership transfer application pursuant to Section 5.26.100;

6. For an applicant with two or more employees, proof of a labor peace agreement between a bona fide labor organization and the applicant (the applicant shall provide the city with a copy of the labor peace agreement that contains the signatures of the union representative and the cannabis business). For applicants with less than two employees who have not yet entered into a labor peace agreement, the applicant shall provide a notarized statement indicating that the applicant will enter into and abide by the terms of a labor peace agreement within thirty days after employing two employees;

7. A set of plans, including a site development plan, floor plan(s), building elevations (all four sides), and a conceptual landscape plan with the percentage of landscaping in the parking lot, setback areas, and tree size and species;

8. Colored interior and elevation renderings;

9. A completed background check application and receipt for each owner and manager of the applicant pursuant to Section 5.26.110(H);

10. The following application components: (a) qualifications of the applicant's owners and managers, (b) business and operations plan, (c) security plan, (d) safety plan, (e) neighborhood compatibility plan, (f) labor and employment plan, and (g) community benefits plan; and

11. Disclosure of whether the applicant is applying for a commercial cannabis operation permit as a retailer (medical-only) or retailer (medical/adult-use).

The city manager shall, as a ministerial duty, reject any commercial cannabis operation permit application that fails to meet the minimum requirements contained in this subsection C, and applicants shall not have the right to supplement or amend their commercial cannabis operation permit applications.

D. Within sixty days of completing the application review under subsection C above, the city manager shall, as a ministerial duty, review and score any complete applications pursuant to the following objective review criteria according to the following quantitative evaluation scale, with retailer (medical-only) applicants ranked only against other retailer (medical-only) applicants and retailer (medical/adult-use) applicants ranked only against other retailer (medical/adult-use) applicants unless otherwise provided by administrative regulations promulgated pursuant to Section 5.26.140:

1. Qualifications of the Applicant's Owners and Managers—Two Hundred Fifty Points. The people of the city find that a proven track-record of for retailer commercial cannabis operations that successfully generate tax revenue carries out the purpose and intent of the program and are, therefore, critical for an applicant to demonstrate the qualifications of the applicant's owners and managers. Accordingly, one hundred fifty of the two hundred fifty points awardable under this subsection shall only be awarded, as a ministerial duty, if an owner or owners of the applicant with an aggregate ownership interest of fifty percent or more is currently at the time of application submission under this section an owner or owners with an aggregate ownership interest of fifty percent or more of a single licensed and lawfully operating retailer commercial cannabis operations (excluding any non-retailer microbusiness, cultivation, manufacturing, distribution, or other non-retailer commercial cannabis operation components) that has generated at least five million dollars in gross receipts in a consecutive six-month period in the year immediately preceding the date of the application submission under this section, as demonstrated by tax payment receipts from, tax filings to, or tax returns filed with a city, county, or state.

The remaining one hundred of the two hundred fifty points awardable under this subsection shall be awarded, as a ministerial duty, pursuant to the following objective criteria:

a. Up to fifty points—A description of the applicant's owner and manager qualifications detailing any special business or professional qualifications or licenses of the applicant's owner and manager that would add to the quality of services that the retailer commercial cannabis operation would provide, including in areas related to cannabis, such as legal, finance, business ownership/administration, waste management, real estate development, scientific, or healthcare or wellness fields.

b. Up to fifty points—Documentation that the applicant's owners and managers have experience operating retailer commercial cannabis operations in any jurisdiction where retailer commercial cannabis operations are permitted.

2. Plans, Renderings, and Overall Location—Fifty Points. The fifty points awardable under this subsection shall be awarded, as a ministerial duty, pursuant to the following objective criteria:

a. Up to ten points—A premises diagram in accordance with Section 5006 of Division 42 of Title 16 of the State Code of Regulations.

b. Up to ten points—A site development plan that provides information on existing conditions and proposed improvements to the site and how it meets or will meet the development standards outlined in this Code. Information on existing conditions shall

include:

- i. Exterior photographs showing all sides of any existing structure(s);
 - ii. Photographs of existing parking areas, landscaping, trash enclosure, and signage;
 - iii. Information on existing use on the site, including the addresses, uses, and square footages;
 - iv. Photographs of the existing site if the site is vacant; and
 - v. Photographs of adjacent properties for context.
- c. Up to ten points—A floor plan showing information on the existing layout and proposed layout of the building interior.
- d. Up to ten points—Building elevations that provide information on existing conditions and proposed improvements.
- e. Up to five points—A conceptual landscape plan with the percentage of landscaping in the parking lot, setback areas, and tree size and species.
- f. Up to five points—Colored interior renderings and exterior elevation renderings (for both existing and/or proposed improvements).

3. Business and Operations Plan—One Hundred Points. The one hundred points awardable under this subsection shall be awarded, as a ministerial duty, pursuant to the following objective criteria:

- a. Up to ten points—A written description of the total square footage of the facility with estimated square footage of proposed uses.
- b. Up to ten points—A schedule for beginning operations, including a narrative outlining any proposed construction improvements and a timeline for completion.
- c. Up to ten points—A budget for construction, operation, maintenance, compensation of employees, equipment costs, utility costs, and other operating costs.
- d. Up to five points—A description of the sources(s) of capital and use(s) of capital.
- e. Up to ten points—Pro forma financial statements for at least three years of operation.
- f. Up to five points—A description of the type of products to be sold and the estimated quantity and value of product(s) to be sold.

- g. Up to five points—A description of marketing procedures and tactics.
 - h. Up to ten points—A description of day-to-day operations that should acknowledge both state and local laws and should be consistent with industry best practices.
 - i. Up to five points—A description of hours of operation and opening procedures.
 - j. Up to ten points—A description of cash handling procedures.
 - k. Up to ten points—A description of inventory control procedures to include identification of point-of-sale systems, and track and trace software.
 - l. Up to ten points—A description of transportation, loading and unloading, distribution, or delivery procedures.
- 4. Security Plan—One Hundred Points. The one hundred points awardable under this subsection shall be awarded, as a ministerial duty, pursuant to the following objective criteria:
 - a. Up to twenty points—The security plan shall be prepared by a professional security consultant.
 - b. Up to ten points—A premises security diagram.
 - c. Up to fifty points—A description of access control, inventory control, cash handling, and other security procedures and security equipment demonstrating compliance with the security requirements under this chapter.
 - d. Up to ten points—A description of the intrusion alarm and monitoring system including the name and contact information for the monitoring company.
 - e. Up to ten points—A description of the services of on-site security guards to include the: (i) number of security guards; (ii) hours security guards will be on site; (iii) locations where security will be positioned; and (iv) security guard responsibilities.
- 5. Safety Plan—One Hundred Points. The one hundred points awardable under this subsection shall be awarded, as a ministerial duty, pursuant to the following objective criteria:
 - a. Up to twenty points—The safety plan shall be prepared by a professional fire prevention and suppression consultant.
 - b. Up to ten points—A premises safety diagram to include: (i) a description/illustration of evacuation routes; and (ii) location of fire extinguishers and other fire suppression equipment.
 - c. Up to fifty points—A description of safety procedures, training for emergency situations, and safety equipment demonstrating compliance with the safety

requirements under this chapter.

d. Up to ten points—Identify all gases, pesticides, and chemicals to be used and their storage locations.

e. Up to ten points—A description of the firm alarm and monitoring system including the name and contact information for the monitoring company.

6. Neighborhood Compatibility Plan—One Hundred Points. The one hundred points awardable under this subsection shall be awarded, as a ministerial duty, pursuant to the following objective criteria:

a. Up to forty points—A “Good Neighbor Policy” that: (i) includes policies and measures in place to protect adjacent uses from any potential impacts (e.g., noise, light, odor, traffic, etc.) related to the proposed cannabis business; and (ii) describes how the cannabis business and its operating characteristics will be proactively managed so the business is not detrimental to the public health, safety, convenience, or welfare of persons residing, working, visiting, or recreating in the surrounding area and will not result in the creation of a nuisance.

b. Up to twenty points—A description of odor mitigation practices to include: (i) identifying potential sources of odor; (ii) a description of odor control devices and techniques employed to ensure that odors from cannabis are not detectable beyond the permitted premises; and (iii) all proposed staff odor training and system maintenance.

c. Up to twenty points—A description of a waste management plan that includes waste disposal locations within the proposed premises and the applicant’s security measures and methods of rendering waste unusable and unrecognizable.

d. Up to twenty points—A description of efforts at sustainability/environmental impact mitigation.

7. Community Benefits Plan—~~One Hundred Points~~ Three Hundred Fifty Points. The people of the city find that monetary donations to local non-profit organizations, financial support of city sponsored activities or organizations, in kind donations to the city or other charitable organizations, and economic incentives to the city carry out the purpose and intent of the program and are, therefore, critical for an applicant to demonstrate an effective community benefits plan. Accordingly, ~~fifty-two hundred~~ of the three hundred fifty ~~one hundred~~ points awardable under this subsection shall only be awarded if the applicant pledges to voluntarily provide a public benefit to a public use (or a combination thereof), which is defined as a direct financial contribution equal to two percent of projected gross receipts of the applicant to a public school located within the city, a public park located within the city, and/or a public or nonprofit community organization serving the city or its residents. Beyond the above and as a ministerial duty, no further direct financial contributions shall be considered as part of an applicant’s community benefits plan.

The remaining ~~fifty-one hundred fifty~~ of the three hundred fifty ~~one hundred~~ points awardable under this subsection shall be awarded, as a ministerial duty, pursuant to the following objective

criteria:

a. Up to ~~twenty-five~~fifty points—A description of a social responsibility plan to include identification of a community liaison, plans to serve as a social equity business incubator, plans to aide and participate in the work of local non-profits, community-based organizations, civic organizations, or social services organizations.

b. Up to ~~twenty-five~~fifty points—A description of a plan to develop a public health outreach and educational program that outlines the risks of youth use of cannabis and that identifies resources available to youth related to drugs and drug addiction.

c. Up to fifty points – A proposal and description of any community benefits agreement proposed by the applicant pursuant to Section 5.26.130.

8. Labor and Employment Plan—Two Hundred Points. The people of the city find that a proven track-record of cannabis retailer operations with high labor standards and commitment to labor peace carries out the purpose and intent of the program and are, therefore, critical for an applicant to demonstrate an effective labor and employment plan. Accordingly, one hundred of the two hundred points awardable under this subsection shall only be awarded if the applicant provides documentation that the individual or natural person owner or owners of the applicant (disregarding any intervening or intermediary entity owner or owners of the applicant) with an aggregate ownership interest of fifty percent or more have entered into collective bargaining agreements with a labor organization that currently represents cannabis workers in the United States effective since at least July 1, 2021, inclusive of renewals (and remaining effective, inclusive of renewals, on the date of the application submission under this section) and such collective bargaining agreements accrete or automatically apply to all cannabis retailers permitted or licensed in the State after July 1, 2021 (notwithstanding the fact that employees of such cannabis retailers permitted or licensed in the state after July 1, 2021 (if any), have yet to have had an opportunity to recognize the labor organization that currently represents cannabis workers in the United States), by the individual or natural person owner or owners of the applicant (disregarding any intervening or intermediary entity owner or owners of the applicant) with an aggregate ownership interest of ninety percent or more referenced above.

The remaining one hundred of the two hundred points awardable under this subsection shall be awarded, as a ministerial duty, pursuant to the following objective criteria:

a. Up to ten points—An organizational chart of showing owners, managers, and employees.

b. Up to ten points—A description of the owner's and manager's roles in day-to-day operations and decisions.

c. Up to ten points—A description of the number of employees, title/position, and their respective responsibilities.

d. Up to fifteen points—A description of compensation to employees, opportunities for continuing education, and employee training.

e. Up to fifteen points—A description of whether the cannabis business is committed to offering employees a living wage.

f. Up to fifteen points—A description of benefits provided to employees such as health care, vacation, and medical leave, to the degree they are offered as part of employment.

g. Up to fifteen points—A description of a plan to recruit employees from socially and economically disadvantaged backgrounds.

h. Up to ten points—A description of a plan to have at least fifty percent of employee positions filled and hours worked by employees residing in the city.

E. Upon timely receipt of a commercial cannabis operation permit application, the city manager shall conduct background checks in accordance with Section 5.26.110(H). Following review and scoring of applications completed pursuant to objective review criteria under subsection D, the city manager shall, as a ministerial duty, recommend that the city council issue commercial cannabis operation permits to applicants in order of their rank under subsection D up to the maximum number of commercial cannabis operation permits authorized in Section 5.26.060. The city council shall consider the city manager's recommendations, and may conduct its own independent review and scoring of applications completed pursuant to objective review criteria under subsection D and substitute such review and scoring for that of the city manager in whole or in part if it sees fit to do so, and shall thereupon, as a ministerial duty, issue commercial cannabis operation permits to applicants in order of their rank under subsection D up to the maximum number of commercial cannabis operation permits authorized in Section 5.26.060. For the initial iteration of the application process pursuant to this section, the number of commercial cannabis operation permits issued shall be no more than the maximum number of Commercial Cannabis Operation Permits authorized in Section 5.26.060(A) ~~two retailers (medical-only) and one retailer (medical/adult use) commercial cannabis operation permits~~. In the event of a tie in the order of ranking under subsection D between one or more applicants up to the maximum number of commercial cannabis operation permits authorized in Section 5.26.060, the city council shall, as a ministerial duty, break the tie and issue commercial cannabis operation permits to the applicants with the highest scoring application component in the following order: (1) qualifications of the applicant's owners and managers; (2) community benefits plan; (3) labor and employment plan; (43) security plan; (54) safety plan; ~~(5) community benefits plan~~; (6) neighborhood compatibility plan; (7) business and operations plan; and (8) plans, renderings, and overall location. In the event of a tie on all application components between one or more applicants up to the maximum number of commercial cannabis operation permits authorized in Section 5.26.060, the city manager shall ~~not hold a public lottery, but rather~~ arrange for the tied applicants to provide public presentations before the city council, after which the city council shall publicly rank the applicants pursuant to ranking sheets prepared by the city manager that achieve a forced ranking based on all of the objective review criteria and quantitative evaluation scale in subsection D, and the city council shall issue commercial cannabis operation permits to applicants in order of their rank up to the maximum number of commercial cannabis operation permits available following the city manager's/city council's original ranking and issuance of commercial cannabis operation permits and the limits contained in Section 5.26.060. However, the city council shall not issue a commercial cannabis operation permit to any applicant with an applicant, owner, or manager that:

1. Provided false or misleading information on the applicant’s commercial cannabis operation permit application;

2. Has been convicted of (or pled no contest to) “an offense that is substantially related to the qualifications, functions, or duties of the business or profession for which the application is made” as that term is defined in Section 26057(b)(4) of the State Business and Professions Code; or

3. Has been sanctioned by a licensing authority or a city, county, or state for unlicensed commercial cannabis operations or has had a license suspended or revoked under MAUCRSA in the three years immediately preceding the date the application was submitted.

F. Any decision of the city council under this Section 5.26.070 shall be a final administrative decision not subject to administrative appeal under any provisions of this chapter or any provisions of this Code but, rather, subject to judicial review and remedies.

G. In the event that: (1) the number of ~~active, operating retailer (medical-only or medical/adult-use) commercial cannabis operations and~~ issued commercial cannabis operation permits falls below the maximum number of commercial cannabis operation permits for retailer (medical-only or medical/adult-use) commercial cannabis operations authorized in Section 5.26.060; or (2) the city council is ordered to increase the maximum number of commercial cannabis operation permits issued for retailer (medical-only or medical/adult-use) commercial cannabis operations by a court of competent jurisdiction as a judicial remedy (e.g., if a court of competent jurisdiction orders the city council to make commercial cannabis operation permits available for non-storefront retailer (delivery only) (including retailers or microbusinesses engaged in delivery) commercial cannabis operations based outside the city to engage in delivery within the city), the city manager shall, as a ministerial duty, within thirty days reinstitute the application procedure under this Section 5.26.070, subject to the maximum number of commercial cannabis operation permits authorized and available ~~(not allocated to an active, lawfully operating retailer)~~ for issuance pursuant to Section 5.26.060. However, if the city council determines to not issue any permits pursuant to Section 5.26.070(I), then the city manager shall not be required to reinstitute the application procedure provided herein unless directed to do so by a majority of the city council. ~~For the purpose of this section, a retailer (medical-only or medical/adult-use) commercial cannabis operation shall be considered operating if: (1) upon initial issuance of commercial cannabis operation permit (or approval of a change in location pursuant to Section 5.26.100), the retailer commercial cannabis operation commences lawful operations within twenty four months; or (2) following initial commencement of lawful operations, the retailer commercial cannabis operation does not cease or abandon operations for one hundred eighty consecutive or cumulative days in any one year period.~~

H. Additionally, pursuant to Section 5.26.060(B), at any time after the first year following ~~during the second year from~~ the operative date of this chapter, the city council may, by resolution or minute action, reinstitute the application procedure under this section for the purpose of considering issuance of one additional retailer (medical/adult-use) commercial cannabis operation permits up to the maximum provided, ~~in which case the maximum number of commercial cannabis operation permits for retailer (adult-use/medical) commercial cannabis operations based in the city shall increase from one to two as stated~~ in Section 5.26.060(B).

I. Notwithstanding anything to the contrary in this chapter, the city council is not required or obligated to issue any commercial cannabis operation permits to any applicants pursuant to this chapter if the city council determines that the issuance of such permits would be detrimental to the public health and safety.

5.26.080 Limitations on the city's liability.

To the fullest extent permitted by law, the city shall not assume any liability whatsoever with respect to having issued a commercial cannabis operation permit pursuant to this chapter or otherwise approving any retailer commercial cannabis operation. As a condition to the approval of any commercial cannabis operation permit, the applicant shall be required to meet all of the following conditions before they can receive a commercial cannabis operation permit:

A. Execution of an agreement, in a form approved by the city attorney, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the city, and its officers, officials, employees, representatives, and agents harmless, from any and all claims, losses, damages, injuries, liabilities, or losses which arise out of or which are in any way related to the city's issuance of the commercial cannabis operation permit, the city's decision to approve the retailer commercial cannabis operation, the process used by the city in making its decision, or the alleged violation of any federal, state, or local laws by the retailer commercial cannabis operation or any of its owners, managers, officers, employees, or agents.

B. Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time by the city attorney.

C. Defend and indemnify the city, its elected and appointed officials, employees and attorneys for all costs and expenses, including, but not limited to, attorneys' fees and court costs, that the city may be required to pay as a result of any legal challenge related to the city's approval of the applicant's commercial cannabis operation permit, any matter arising from the operations of said cannabis business and/or related to the city's approval of retailer commercial cannabis operations. The city, at its sole discretion, may participate at its own expense in the defense of any such action, but such participation shall neither relieve nor increase any of the obligations imposed on the applicant hereunder.

D. Provides written authorization to the operations officers to conduct reasonable unannounced inspections of the location of the commercial cannabis operation at the reasonable discretion of the city, including, but not limited to, inspection of security, inventory, and written records and files pertaining to the commercial cannabis operation, for the purposes of ensuring compliance with this chapter and all laws of the city and the state.

5.26.090 Commercial cannabis operation permit term.

A. Subject to this section and Section 5.26.160, the term of each commercial cannabis operation permit shall be indefinite.

B. Upon the one-year anniversary of the date of issuance for each commercial cannabis operation permit and every year thereafter, the city manager shall conduct a performance review

of the permittee to assess compliance with the requirements of this chapter and state law. Within thirty days of the conclusion of the annual performance review of the permittee, the city manager shall issue a letter of compliance or noncompliance outlining all items to be corrected to ensure full compliance, which shall include deadlines for completion of such items. The city manager may revise such deadlines if he or she determines that additional time is needed to complete such items. ~~In the event of any noncompliance, the permittee shall have sixty days to remedy such noncompliance. However, in the event such noncompliance items cannot be reasonably remedied within sixty days, such noncompliance items shall not constitute a serious material violation of any law and/or any rule, regulation, and/or standard adopted pursuant to this chapter subject to suspension or revocation under Section 5.26.160 if the permittee commences correction of such noncompliance items within sixty days and thereafter diligently prosecutes correction of such noncompliance items to completion.~~

C. The permittee shall pay a fee in an amount to be set by the city council via resolution to cover the costs of conducting the performance review, together with any costs incurred by the city to administer the program created under this chapter.

5.26.100 Change in location—Transfer—Updated application information.

A. A permittee may change the business location specified in a commercial cannabis operation permit upon submission and approval of a change in location application promulgated, as a ministerial duty, by the city manager pursuant to regulations adopted under Section 5.26.140 ~~within one hundred eighty days following the effective date of this chapter.~~ The permittee shall pay an application fee established by resolution of the city council to cover all costs incurred by the city in the review and processing of change in location applications. The city manager shall process such change in location applications as a ministerial duty within thirty days of receipt.

B. An owner of a commercial cannabis operation permit shall not transfer ownership or control of such commercial cannabis operation permit to another person unless and until the permittee and transferee obtain an amendment to the commercial cannabis operation permit that is approved by the city council upon recommendation from the city manager stating that the permit may be transferred. A permittee may change the ownership specified in a commercial cannabis operation permit upon submission and approval of a change in ownership application promulgated, as a ministerial duty, by the city manager pursuant to regulations adopted under Section 5.26.140 ~~within one hundred eighty days following the effective date of this chapter.~~ The permittee shall pay an application fee established by resolution of the city council to cover all costs incurred by the city in the review and processing of change in ownership applications. The city manager shall process such change in ownership applications as a ministerial duty within thirty days once the city manager reasonably determines that the transferee passed the background check required for owners and meets all other requirements of this chapter.

C. Notwithstanding subsection B, during the first three years following the issuance of a commercial cannabis operation permit, the city manager shall not process any application to change the ownership or control of a commercial cannabis operation permit that results in the permittee altering its ownership composition in a manner that would result in the permittee not being entitled to points it was awarded when the permittee was an applicant pursuant to Section 5.26.070. For example, if a permittee received one hundred points when it was an applicant for

providing documentation that the individual or natural person owner or owners of the applicant (disregarding any intervening or intermediary entity owner or owners of the applicant) with an aggregate ownership interest of ninety percent or more have entered into a collective bargaining agreement with a labor organization that currently represents cannabis workers in the United States effective since at least July 1, 2021, inclusive of renewals (and remaining effective, inclusive of renewals, on the date of the application submission under this section), the city manager shall not process or authorize any change in ownership or control of the permittee if the change would result in the permittee being unable to continue to satisfy the aforementioned criteria subsequent to its approval.

D. Notwithstanding subsection B, no commercial cannabis operation permit may be transferred when the city manager has notified the permittee that its commercial cannabis operation permit has been or may be suspended or revoked.

E. Any attempt to transfer a commercial cannabis operation permit either directly or indirectly in violation of this section is hereby declared void, and such an unpermitted transfer shall be deemed a ground for revocation of the permit.

F. An applicant or permittee shall notify the city manager or designee(s) within fifteen calendar days of any ~~material~~ change in the information provided in the applicant or permittee's commercial cannabis operation permit application or any change in status of compliance with the provisions of this chapter, including any change in ownership or management.

5.26.110 General operating standards and restrictions.

A commercial cannabis operation shall operate in conformance with the following minimum standards, and such standards shall be deemed to be part of the conditions on the permit for a commercial cannabis operation to ensure that its operation is in compliance with state law and this Code, and to mitigate any potential adverse impacts of the commercial cannabis operation on the public health, safety or welfare.

Additional minimum standards may be adopted from time to time either by resolution or ordinance ~~from~~ of the city council, or by the city manager pursuant to Section 5.26.140.

A. State Standards. All state requirements and regulations that govern the operation of a commercial cannabis operation, including, but not limited to, ones related specifically to certain types of commercial cannabis operations, shall apply as minimum requirements and regulations and requirements for commercial cannabis operations within the city of South El Monte, in addition to the requirements and regulations of this chapter and this Code.

B. Security.

1. General. All cannabis, cannabis products and cash present or kept at the premises shall be securely stored against both unauthorized access as well as theft.

2. Security Cameras.

a. Security cameras shall be installed and maintained in good condition, with

at least ninety days of digitally recorded documentation in a format approved by the city manager and the police chief.

b. The camera and recording system must be of adequate quality, color rendition, and resolution to allow the identification of any individual present at the site of the commercial cannabis operation.

c. The cameras shall be in continuous use twenty-four hours per day, seven days per week.

d. The recording system must be capable of exporting the recorded video in standard MPEG formats to another common medium approved by the city manager, such as DVD and/or a USB drive.

e. The areas to be covered by the security cameras include, but are not limited to, the storage areas, operation areas, all doors and windows, the parking lot, all exterior sides of the property adjacent to the public rights-of-way, and any other areas as determined by the city manager and police chief.

f. Remote log-in information will be provided to the operations officers to allow them to view live and recorded security camera images remotely at any time.

3. Alarm System. The location of the commercial cannabis operation shall be alarmed with a centrally-monitored fire and burglar alarm system, and monitored by an alarm company properly licensed by the State Department of Consumer Affairs Bureau of Security and Investigative Services in accordance with Section 7590, et seq., of the State Business and Professions Code and whose agents are properly licensed and registered under applicable law.

4. Locked Entrances. All entrances into the building housing a commercial cannabis operation shall be locked from the exterior at all times with entry controlled by employees.

5. Windows. All windows on the building that houses the commercial cannabis operation shall be secured against entry from the outside.

6. No employee shall refuse, impede, obstruct or interfere with an inspection conducted pursuant to the authorizations provided by this chapter.

C. Odors.

1. A commercial cannabis operation shall have an air treatment system that ensures off-site odors shall not result from its activities.

2. This requirement at a minimum means that the commercial cannabis operation shall be designed to provide sufficient odor absorbing ventilation and exhaust systems so that any odor generated inside the location of the commercial cannabis operation is not detected outside the building, on adjacent properties or public rights-of-way, or within any other unit located within the same building as the commercial cannabis operation, if the use only occupies a portion of a building.

D. Authorizations.

1. The operations officers shall have the right to enter all areas of the commercial cannabis operation from time to time unannounced for the purpose of making reasonable inspections to observe and enforce compliance with this chapter and all laws of the city and state.

2. Recordings made by security cameras required pursuant to this chapter shall be made available to the operations officers upon verbal request; no search warrant or subpoena shall be needed to view the recorded materials.

E. Records.

1. Commercial cannabis operations shall maintain on site the following records either in paper or electronic form:

a. The full name, address, and telephone numbers of the owner and lessee of the property.

b. The name, date of birth, address, and telephone number of each employee of the commercial cannabis operation; the date each was hired; and the nature of each employee's participation in the commercial cannabis operation.

c. Copies of all required state licenses.

d. An inventory record documenting the dates and amounts of cannabis and cannabis products received at the site, the daily amounts of cannabis and cannabis products on the site, and the daily amounts of cannabis and cannabis products leaving the site for any reason, including, but not limited to, being sold, delivered, or distributed.

e. A written accounting of all expenditures, costs, revenues and profits of the commercial cannabis operation, including, but not limited to, cash and in-kind transactions.

f. A copy of all insurance policies related to the operation of the commercial cannabis operation.

g. A copy of the commercial cannabis operation's most recent year's financial statement and tax return.

h. Proof of a valid and current permit issued by the city in accordance with this chapter, and the equivalent state of California license to operate the commercial cannabis operation. Every commercial cannabis operation shall display at all times during business hours the city permit issued pursuant to the provisions of this chapter, and the equivalent state license, in a conspicuous place so that it may be readily seen by all persons entering the location of the commercial cannabis operation.

2. All records required to be maintained by the commercial cannabis operation must be maintained for no less than seven years and are subject to immediate inspection (consistent with requirements pertaining to qualified patient confidentiality pursuant to applicable state and federal

law) upon a lawful written request by an operation officer.

3. A commercial cannabis operation shall report any loss, damage, or destruction of these records to the operation officers within twenty-four hours of the loss, damage, or destruction.

F. Site Management.

1. Commercial cannabis operations shall not result in a nuisance or adversely affect the health, welfare, or safety of nearby persons by creating dust, glare, heat, noise, noxious gases, odors, smoke, traffic, vibration, or other impacts, or be hazardous due to use or storage of materials, processes, products or waste. The permittee shall promptly and diligently both prevent as well as eliminate conditions on the site of the commercial cannabis operation that constitute a nuisance.

2. A permittee shall maintain the exterior of the site, including any parking lots under the control of the permittee, free of litter, debris, and trash.

3. The commercial cannabis operation permittee shall properly store and dispose of all waste generated on the site, including chemical and organic waste, in accordance with all applicable laws and regulations.

4. Notwithstanding any provisions of this Code to the contrary, the commercial cannabis operation permittee shall remove all graffiti from the site and parking lots under the control of the commercial cannabis operation permittee within seventy-two hours of its application.

G. State Board of Equalization Seller's Permit Required.

1. Commercial cannabis operations must obtain a seller's permit from the State Board of Equalization as applicable.

2. Such permit shall be displayed in a conspicuous place so that it may be readily seen by all persons entering the location of the commercial cannabis operation.

H. Employees.

1. All employees must submit to fingerprinting and criminal background checks by the city.

a. No employee convicted within the last ten years of a felony substantially related to the qualifications, functions or duties of an employee of a commercial cannabis operation (such as a felony conviction for distribution of controlled substances, money laundering, racketeering, etc.) shall be employed by a commercial cannabis operation, unless such employee has obtained a certificate of rehabilitation (expungement of felony record) under state law or under a similar federal statute or state law where the expungement was granted.

b. At the request of the commercial cannabis operation, the city manager and police chief shall determine the applicability of this section to a potential employee within

a reasonable period of time after a written request has been made to the city manager and police chief for such determination.

2. All employees must possess a valid government issued (or equivalent) form of identification containing an identifying photograph of the employee, the name of the employee, the date of birth of the employee, and the residential address of the employee. Color copies of such identification shall be maintained at the location of the commercial cannabis operation. A valid state driver's license will satisfy this requirement.

I. Cannabis Transfer Between Permitted Operations Only. A commercial cannabis operation shall not transfer cannabis or cannabis products to or from another commercial cannabis operation, unless both operations are in possession of all required state and local licenses and permits.

J. Commercial Cannabis Operation Signage.

1. Signs on the premises shall not obstruct the entrance or the video surveillance system. The size, location, and design of any signage must conform to the sign provisions in this Code.

2. Business identification signage shall be limited to that needed for identification only, consisting of a single window sign or wall sign that shall comply with the appropriate sign requirements within the applicable zoning district.

K. Prohibited Personal Activities.

1. Cannabis Use. No person shall smoke, ingest, or otherwise consume cannabis in any form on, or within twenty feet of, the site of the commercial cannabis operation.

2. Alcohol Use. No person shall possess, consume, or store any alcoholic beverage on the site of the commercial cannabis operation.

L. No Minors. No minor shall be an employee of, or participate in, a commercial cannabis operation in any capacity, including, but not limited to, as a manager, employee, contractor, adviser, or volunteer.

M. Exterior Lighting. The exterior of the premises upon which the commercial cannabis operation is operated shall be equipped with and, at all times between sunset and sunrise, shall remain illuminated with fixtures of sufficient intensity and number to illuminate every portion of the property with an illumination level of not less than one foot-candle as measured at the ground level, including, but not limited to, landscaped areas, parking lots, driveways, walkways, entry areas, and refuse storage areas.

N. Building Design. A permittee must maintain the design of the buildings on the site in accordance with the plans that are approved by the city pursuant to this chapter and otherwise approved by the city. No permittee shall modify the buildings on the site contrary to the approved plans, without the approval of the city manager.

O. Nuisance. A permittee shall take all reasonable steps to discourage and correct conditions

that constitute a nuisance in parking areas, sidewalks, alleys and areas surrounding the premises and adjacent properties during business hours if related to the members of the subject commercial cannabis operation.

1. “Reasonable steps” shall include immediately calling the police department upon observation of the activity, and requesting that those engaging in activities that constitute a nuisance or are otherwise illegal to cease those activities, unless personal safety would be threatened in making the request.

2. “Nuisance” includes, but is not limited to, disturbances of peace, open public consumption of cannabis, alcohol or controlled substances, excessive pedestrian or vehicular traffic, including the formation of any pedestrian lines outside the building, illegal drug activity, harassment of those passing by, excessive littering, excessive loitering, illegal parking, excessive loud noises, especially late at night or early in the morning hours, lewd conduct or law enforcement detentions and arrests.

P. Upon and after receiving possession of a commercial cannabis operation permit as provided for in this chapter, a permittee shall:

1. Maintain continuing compliance with criminal background check requirements of this chapter by ensuring that:

a. Upon the hiring, association or retention of an employee by the commercial cannabis operation, the requirements of subsection H are immediately met for such employee by provision of appropriate documentation to the city manager; and

b. the city manager and police chief are immediately informed in writing of any felony conviction as described in subsection H for any current employee.

2. Maintain continuing compliance with all applicable insurance requirements, including, but not limited to, those imposed by the city and this chapter.

Q. Workforce Plan. A permittee shall implement a workforce plan that includes at least the following provisions:

1. Commitment for thirty percent of employees to be local hires; this local hiring requirement is satisfied when a permittee shows that it has either hired or made a good faith effort to hire bona fide residents of the city or persons that may establish residency after initial employment with the permittee;

2. Commitment to offer apprenticeships and/or compensation for continuing education in the field of commercial cannabis operations; and

3. Paying a living wage to employees. “Living wage” means compensation equivalent to twenty dollars per hour inclusive of benefits but excluding tips.

R. Exemption. The regulations contained in this chapter shall not apply to a commercial cannabis operation engaged in the following uses, as long as such use complies strictly with

applicable law, including this Code, regulating such use and the location of such use, including, but not limited to, Section 11362.5 of the State Health and Safety Code and Section 11362.71 et seq., of the State Health and Safety Code: A clinic licensed pursuant to Chapter 1 of Division 2 of the State Health and Safety Code; a health care facility licensed pursuant to Chapter 2 of Division 2 of the State Health and Safety Code; a residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the State Health and Safety Code; a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the State Health and Safety Code; and a residential hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the State Health and Safety Code.

5.26.120 Retailer operating standards and restrictions.

A retailer commercial cannabis operation shall operate in conformance with both Section 5.26.110, as well as the following minimum standards, and such standards shall be deemed to be part of the conditions of the commercial cannabis operation permit for a retailer commercial cannabis operation to ensure that its operation is in compliance with state law and this Code, and to mitigate any potential adverse impacts of the commercial cannabis operation on the public health, safety or welfare.

Additional minimum standards may be adopted from time to time either by resolution or ordinance from the city council, or by the city manager pursuant to Section 5.26.140.

A. City Permit and State License. No person shall engage in retailer commercial cannabis operations without both a current and valid commercial cannabis operation permit and a current and valid equivalent state license as provided for under Section 26200 of the State Business and Professions Code, and as may be amended. Retailer (medical-only) commercial cannabis operations shall only sell, dispense, or provide medical cannabis or medical cannabis products to a qualified patient with a written physician's recommendation, a person with an identification card, or a primary caregiver with written documentation attesting to lawful status as a primary caregiver.

B. State Standards. All state requirements and regulations that govern retailer commercial cannabis operations, including, but not limited to, the regulations promulgated by the State Department of Cannabis Control, and as may be amended, shall apply as minimum requirements and regulations and requirements for retailer commercial cannabis operations within the city, in addition to the requirements and regulations of this chapter and this Code.

C. Location and Design Requirements. Pursuant to the authority delegated by the state to the city under Section 26054(b) of the State Business and Professions Code and overriding the location and design requirements contained in Section 26054(b) of the State Business and Professions Code, retailer commercial cannabis operations in the city shall be subject to the following location and design requirements:

1. Retailer commercial cannabis operations shall be a permitted use subject to this chapter on property: (1) located more than one thousand feet any retailer commercial cannabis operation permitted under this chapter, alcohol or drug treatment facility, day care center, religious institution, school, or youth center; (2) located more than one thousand feet from the city's jurisdictional boundary or any park or residentially zoned property; and (3) zoned C (commercial

zone) or C-M (commercial-manufacturing zone) including any overlay zone districts covering the C (commercial zone) or C-M (commercial-manufacturing zone).

2. The distances specified in subsection C shall be the horizontal distance measured in a straight line from the parcel line of the sensitive use to the closest parcel line of the lot on which the cannabis retailer is to be located without regard to intervening structures. The one thousand foot distance specified in subsection C may be reduced to as little as nine hundred feet by administrative regulation pursuant to Section 5.26.140 if necessary to allow for issuance of the number of commercial cannabis operation permits provided by this chapter.

3. Each retailer commercial cannabis operation shall:

a. Be constructed in a manner that prevents odors to surrounding uses, and promotes quality design and construction, and consistency with the surrounding properties. Odors from the cannabis retailer shall not be detectable from outside the premises and adequate odor control technology shall be utilized;

b. Be provided with adequate electricity, sewerage, disposal, water, fire protection, and storm drainage facilities for the intended purpose; and

c. Provide and maintain a neighborhood compatibility plan so the city manager or designee(s) may find that the cannabis retailer and its operating characteristics are not detrimental to the public health, safety, convenience, or welfare of persons residing, working, visiting, or recreating in the surrounding neighborhood and will not result in the creation of a nuisance.

D. Customers.

1. Prior to dispensing medical cannabis or medical cannabis products to a qualified patient, a retailer commercial cannabis operation shall verify the age and all necessary documentation of each customer to ensure the customer is not under the age of eighteen years and obtain verification from the recommending physician that the person requesting medical cannabis or medical cannabis products is a qualified patient, and shall maintain a copy of the physician recommendation, or identification card, as described in Section 11362.71 et seq., of the State Health and Safety Code, as may be amended from time to time, on site for period of not less than seven years.

2. Prior to dispensing cannabis or cannabis products to an adult-use customer, a retailer (medical/adult-use) commercial cannabis operation shall verify the age and all necessary documentation of each customer to ensure the customer is not under the age of twenty-one years.

E. Opaque Packaging. All cannabis or cannabis products sold to a customer shall be prohibited from leaving the site unless placed in opaque packaging which conceals the nature of the product from human vision.

F. Dispensing and Storage Areas. Entrance to the retailer sales floor and any storage areas shall be locked at all times, and under the control of employees.

G. Interior Lighting. The premises within which the commercial cannabis operation is operated shall be equipped with and, at all times during which is open to the public, shall remain illuminated with overhead lighting fixtures of sufficient intensity to illuminate every place to which members of the public or portions thereof are permitted access with an illumination of not less than two foot-candles as measured at the floor level.

H. Signs. A retailer commercial cannabis operation shall notify customers (verbally or by written agreement) and by posting a notice or notices conspicuously at least fifteen-point type within permitted premises that state as follows:

1. “The sale or diversion of cannabis or cannabis products without a license issued by persons entering the site, the city of South El Monte is a violation of state law and the South El Monte Municipal Code.”

2. “Secondary sale, barter, or distribution of cannabis or cannabis products purchased from a permittee is a crime and can lead to arrest.”

3. “Customers must not loiter in or near these premises and may not consume cannabis or cannabis products in the vicinity of this business or in any place not lawfully permitted. These premises and vicinity are monitored to ensure compliance.”

4. “WARNING: The use of cannabis or cannabis products may impair a person’s ability to drive a motor vehicle or operate heavy machinery.”

5. “CALIFORNIA PROP. 65 WARNING: Smoking of cannabis and cannabis-derived products will expose you and those in your immediate vicinity to cannabis smoke. Cannabis smoke is known by the State of California to cause cancer and reproductive harm.”

I. No Recommendations On Site. A retailer commercial cannabis operation shall not have a physician or any person licensed to recommend medical cannabis for medical use at the location of the retailer commercial cannabis operation to provide a recommendation or physician’s recommendation, for the use of medical cannabis.

J. Sanitation. A permittee shall establish and implement written procedures that maintain the highest industry standards of sanitation and cleanliness for the operation so as to ensure cannabis and cannabis products sold to the public are free of harmful contaminants.

K. Training. A permittee shall establish and implement written procedures that provide for the highest industry standards of training for employees.

L. Prohibited Activities. No cannabis cultivation, testing or manufacturing shall occur within the premises of the retailer operation.

M. No Alcohol. Retailer commercial cannabis operations shall not hold or maintain a license from the State Department of Alcoholic Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages.

N. No Lounge or Café. Retailer commercial cannabis operations shall not operate as a lounge,

café or restaurant serving food or drinks for consumption on site. There shall be no seating area, tables, couches, or chairs for the gathering or congregating of members.

O. Age Restriction. Minors, except qualified patients or primary caregivers over the age of eighteen years old as verified customers, are prohibited from entering the location of the retailer cannabis operation.

P. Public Information. The permittee shall make available to customers a list of the rules and regulations governing medical cannabis use and consumption within the city and recommendations on sensible medical cannabis etiquette.

5.26.125 Delivery operating standards and restrictions.

A. Delivery shall comply with state law at all times.

B. Security plans developed pursuant to this chapter shall include provisions relating to vehicle security and the protection of employees and product during loading and in transit.

C. A commercial cannabis operation engaged in delivery shall facilitate the delivery of cannabis or cannabis products with a technology platform owned by or licensed to the delivery-only commercial cannabis operation engaged in delivery that uses point-of-sale technology to track and database technology to record and store the following information for each transaction involving the exchange of cannabis or cannabis products between the commercial cannabis operation engaged in delivery and customer:

1. The identity of the individual dispensing cannabis or cannabis products on behalf of the commercial cannabis operation engaged in delivery;

2. The identity of the customer receiving cannabis or cannabis products from the commercial cannabis operation engaged in delivery;

3. The type and quantity of cannabis or cannabis products dispensed and received;

4. The gross receipts charged by the commercial cannabis operation engaged in delivery and received by the individual dispensing cannabis or cannabis products on behalf of the commercial cannabis operation engaged in delivery for the cannabis or cannabis products dispensed and received; and

5. The location or address where the sale or retail sale took place or closed.

D. A commercial cannabis operation engaged in delivery shall maintain a database and provide a list of the individuals and vehicles authorized to conduct delivery, and a copy of the valid state driver's license issued to the driver of any such vehicle on behalf of the commercial cannabis operation engaged in delivery to the city manager.

E. Individuals making deliveries of cannabis or cannabis products on behalf of the commercial cannabis operation engaged in delivery shall maintain a physical copy of the delivery request (and invoice) and shall make it available upon the request of agents or employees of the

city requesting documentation.

F. During delivery, a copy of the commercial cannabis operation engaged in delivery's commercial cannabis operation permit and state license shall be in the vehicle at all times, and the driver shall make it available upon the request of agents or employees of the city requesting documentation.

G. A commercial cannabis operation engaged in delivery shall only permit or allow delivery of cannabis or cannabis products in a vehicle that is: (1) insured at or above the legal requirement in the state; (2) capable of securing (locking) the cannabis or cannabis products during transportation; (3) capable of being temperature controlled if perishable cannabis or cannabis products is being transported; and (4) does not display advertising or symbols visible from the exterior of the vehicle that suggest the vehicle is used for cannabis delivery or affiliated with a commercial cannabis operation engaged in delivery.

H. A commercial cannabis operation engaged in delivery shall facilitate deliveries with a technology platform owned by or licensed to the commercial cannabis operation engaged in delivery that uses global positioning system technology to track, and database technology to record and store the following information:

1. The time that the individual conducting delivery on behalf of the commercial cannabis operation engaged in delivery departed its premises.

2. The time that the individual conducting delivery on behalf of the commercial cannabis operation engaged in delivery completed delivery to the customer.

3. The time that the individual conducting delivery on behalf of the commercial cannabis operation engaged in delivery returned to its premises.

4. The route the individual conducting delivery on behalf of the commercial cannabis operation engaged in delivery traveled between departing and returning to its premises to conduct delivery.

5. For each individual delivery transaction, the identity of the individual conducting deliveries on behalf of the commercial cannabis operation engaged in delivery.

6. For each individual delivery transaction, the vehicle used to conduct delivery on behalf of the commercial cannabis operation engaged in delivery.

7. For each individual delivery transaction, the identity of the customer receiving cannabis or cannabis products from the commercial cannabis operation engaged in delivery.

8. For each individual delivery transaction, the type and quantity of cannabis or cannabis products dispensed and received.

9. For each individual delivery transaction, the gross receipts charged by the commercial cannabis operation engaged in delivery and received by the individual conducting deliveries on behalf of the commercial cannabis operation engaged in delivery for the cannabis or

cannabis products dispensed and received.

I. The individual making deliveries on behalf of the commercial cannabis operation engaged in delivery shall personally verify for each individual delivery transaction the identity of the customer receiving cannabis or cannabis products from the commercial cannabis operation engaged in delivery and: (1) for medical cannabis or medical cannabis products to a qualified patient, the age and all necessary documentation of each customer to ensure the customer is not under the age of eighteen years and obtain verification from the recommending physician that the person requesting medicinal cannabis or medicinal cannabis products is a qualified patient, and shall maintain a copy of the physician recommendation or identification card as described in Section 11362.71 et seq., of the State Health and Safety Code, as may be amended from time to time, on site for period of not less than seven years; or (2) for cannabis or cannabis products to an adult-use customer, age and all necessary documentation of each customer to ensure the customer is not under the age of twenty-one years.

5.26.130 Community benefit agreement.

The applicant may propose entering into a community benefit agreement in an amount and by terms set by city council resolution with the city setting forth the terms and conditions under which the facility will operate that is in addition to the requirements of this chapter, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety, and welfare of the city and its residents and visitors.

5.26.140 Administration.

A. Consistently with stated requirements of this chapter (and in particular not to repeal or constructively repeal this chapter), in addition to any regulations adopted under state law, the city manager is authorized to establish any additional rules, regulations, and standards governing the issuance or denial of commercial cannabis operation permits, the ongoing operation of commercial cannabis operations and the city's oversight thereof, or concerning any other subject determined to be necessary to carry out the purposes of this chapter.

B. Such regulations shall be approved by resolution of the city council published on the city's website.

C. Regulations promulgated, by the city manager, shall become effective upon date of publication [on the city's website or posting at the location for the city council's meeting agendas](#). Commercial cannabis operations shall be required to comply with all state and local laws and regulations, including, but not limited to, any rules, regulations or standards adopted by the city manager.

5.26.150 Fees.

An application fee set by resolution of the city council shall be required for formal processing of every application made under this chapter. The city council is further authorized to pass resolutions [or ordinances](#) to recover any and all fees and costs incurred by the administration and

implementation of this chapter through an appropriate fee recovery mechanism to be imposed upon commercial cannabis operations.

5.26.160 Suspension and revocation.

A. The city manager is authorized to suspend and/or revoke a commercial cannabis operation permit issued pursuant to this chapter upon the determination through written findings of a failure to ~~materially~~ comply with any provision of this chapter, any commercial cannabis operation permit condition, or any agreement or covenant required or made pursuant to this chapter.

B. Notwithstanding subsection A, the city manager may suspend or revoke a commercial cannabis operation permit if any of the following occur:

1. The equivalent state license has been suspended or revoked by the state; or
2. Operations cease for more than one hundred eighty consecutive or cumulative days in any one-year period; or
3. Ownership is changed or transferred without complying with Section 5.26.100; or
4. The commercial cannabis operation fails to maintain required security camera recordings; or
5. The commercial cannabis operation fails to allow inspection of the security recordings, the activity logs, the records, or of the site by operations officers pursuant to this chapter.

6. The commercial cannabis operation fails to timely make the corrections required pursuant to Section 5.26.090.

7. The commercial cannabis operation fails to pay any fees required by this chapter.

C. Conditions (if any) of suspension or revocation are at the reasonable discretion of the city manager and may include, but are not limited to, a prohibition on all owners, managers and employees of the suspended or revoked commercial cannabis operation from operating within the city for a period of time set forth in writing and/or a requirement (when operations may resume, if at all, pursuant to the city manager's reasonable determination) for the holder of the suspended or revoked commercial cannabis operation permit to resubmit an application for a commercial cannabis operation permit pursuant to the requirements of this chapter.

5.26.170 Appeals.

Any decision regarding the city manager's suspension or revocation of a commercial cannabis operation permit pursuant to Section 5.26.160 may be appealed to the city council by a permittee or interested party as follows:

A. If the appellant wishes to appeal a decision to the city council, the appellant must file a

written appeal with the city clerk within ten calendar days of the decision. The written appeal shall specify the person making the appeal, the decision appealed from, state the reasons for the appeal, and include any evidence in support of the appeal which the applicant seeks to be considered by the city council.

B. Notice of the time and place of an appeal hearing shall be providing to the appellant within thirty days of receipt by the city clerk of the written appeal.

C. The appeal hearing shall be held within sixty days of the filing of the written appeal with the city clerk, unless the sixty-day time limit is waived by the appellant, or unless the city council continues the appeal hearing date for good cause and upon written notification to the appellant.

D. The city council shall review the facts of the matter, written documents submitted for review, the basis for making the decision which is under appeal, and then determine whether the appealed decision should be reversed or affirmed. The determination made shall be in writing, shall set forth the reasons for the determination, and shall be final.

E. The provisions of Section 1094.6 of the Code of Civil Procedure sets forth the procedure for judicial review of any final determination. Parties seeking such judicial review shall file such action within ninety days of a determination being made final.

5.26.180 Violations and penalties—Public nuisance.

A. Any ~~material~~ violation of the provisions of this chapter is punishable as a misdemeanor or an infraction, at the discretion of the city attorney, pursuant to Chapters 1.14 and 1.16 of this Code, except for as preempted by state law and ~~material~~ any violation of the provisions of this chapter is subject to administrative citation, at the reasonable discretion of the city, pursuant to Chapters 1.14 and 1.16 of this Code.

B. Public Nuisance Abatement.

1. Any commercial cannabis operation that is conducted in ~~material~~ violation of any provision of this chapter is hereby declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation, in accordance with the procedures set forth in Chapter 8.36 of this Code.

2. All costs to abate such public nuisance, including attorneys' fees and court costs, shall be paid by the person causing the nuisance, including the commercial cannabis operation and the property owner where the nuisance is occurring.

C. The remedies described in this section are not mutually exclusive. Pursuit of any one remedy shall not preclude city from availing itself of any or all available administrative, civil, or criminal remedies, at law or equity.

D. Any ~~material~~ violation of the provisions of this chapter shall constitute a separate offense for each and every day during which such violation is committed or continued.

5.26.190 Service of notices.

Any notice required by this chapter is deemed issued and served upon the earliest date that either: the notice is deposited in the United States mail, postage pre-paid, addressed to the most recent mailing address provided to the city pursuant to the requirements of this chapter; or, the date upon which personal service of the notice is provided to a responsible party.

5.26.200 Prohibitions.

A. Any commercial cannabis operation in violation of this chapter, or any other applicable state law is expressly prohibited.

B. It is unlawful for any commercial cannabis operation in the city, or any agent, employee or representative of such commercial cannabis operation, to permit any breach of peace or any disturbance of public order or decorum by any tumultuous, riotous or disorderly conduct at the site of the commercial cannabis operation.

5.26.210 Nonconforming use.

No use which purports to have engaged in commercial cannabis operations of any nature prior to the enactment of this chapter shall be deemed to have been a legally established use under the provisions of this Code, or any other city ordinance, rule or regulation, and such use shall not be entitled to claim legal nonconforming status.

5.26.220 Exceptions.

A. To the extent that the following activities are permitted by state law, nothing in this chapter shall prohibit a person twenty-one years of age or older from:

1. Possessing, processing, purchasing, transporting, obtaining or giving away to persons twenty-one years of age or older, without compensation whatsoever, not more than twenty-eight and one-half grams of cannabis not in the form of concentrated cannabis;
2. Possessing, processing, purchasing, transporting, obtaining or giving away to persons twenty-one years of age or older, without compensation whatsoever, up to eight grams of cannabis in the form of concentrated cannabis;
3. Possessing, transporting, purchasing, obtaining, using, manufacturing, or giving away cannabis accessories to persons twenty-one years of age or older without compensation whatsoever; or
4. Engaging in the indoor cultivation of six or fewer live cannabis plants within a single private residence or inside an accessory structure located upon the grounds of a private residence that is fully enclosed and secured, to the extent such cultivation is authorized by Sections 11362.1 and 11362.2, of the State Health and Safety Code, as may be amended from time to time.

B. This chapter shall also not prohibit any commercial cannabis operations that the city is required by law to permit within its jurisdiction pursuant to state law.

5.26.230 Operative date.

This chapter shall be operative ten days after the date that the city council declares that a majority of the city's voters voting at the November 8, 2022, election have voted in favor of this chapter at such election.

5.26.240 Severability.

If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this chapter is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter. The people of the city of South El Monte hereby declare that they would have adopted this chapter and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

5.26.250 City council authority to amend.

The city council has the right and authority to amend this chapter, with the exception of Section 5.26.060 (which may only be amended: (i) if ordered to do so by a court of competent jurisdiction as a judicial remedy; or (ii) by a vote of the people of the city), to further its purposes and intent (including, but not limited to, amendment for more efficient administration as determined by the city council), in any manner that does not increase a tax rate, or otherwise constitute a tax increase for which voter approval is required by Article XIII C of the California Constitution, pursuant to Elections Code Section 9217.

5.26.260 City councilmember conflicts of interest.

Notwithstanding any other provision of this chapter, prior to participating in any decision relating to a cannabis business, each city councilmember shall do all of the following

- A. Disclose on the record any financial interest in the cannabis business that is subject to the decision.
- B. Disclose on the record any campaign contributions and benefits or gifts received from the cannabis business that is subject to the decision.
- C. Disclose on the record any ex parte communications that the city councilmember may have had with a cannabis business that is the subject of the decision.
- D. Each city councilmember shall warrant and represent, on the record and in a form approved by the city council, that they have complied with these requirements and all applicable law.

If it is later determined that a city councilmember has not complied with the above requirements or if it is determined that a city councilmember has violated applicable law, then the city councilmember is disqualified from all decisions relating to the cannabis business subject to the decision. The requirements of this Section 5.26.260 shall be in addition to any applicable law, including, without limitation, the California Political Reform Act and the related regulations of the Fair Political Practices Commission.

ATTACHMENT C

ORDINANCE NO. 1260

AN ORDINANCE (“ORDINANCE”) OF THE PEOPLE OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, AMENDING CHAPTER 5.26 (CANNABIS ACTIVITIES) OF TITLE 5 OF THE SOUTH EL MONTE MUNICIPAL CODE TO ONLY PERMIT CANNABIS COMMERCIAL OPERATIONS THAT INVOLVE THE ACTIVITY OF RETAILER (MEDICAL/ADULT USE); REPEALING CHAPTER 17.31 OF TITLE 17 OF THE SOUTH EL MONTE MUNICIPAL CODE, RELATING TO CANNABIS ACTIVITY PROHIBITIONS; AMENDING SOUTH EL MONTE MUNICIPAL CODE SECTIONS 17.14.030, 17.16.030, AND 17.18.030(O), RELATING TO PERMITTED USES IN THE COMMERCIAL (C), COMMERCIAL-MANUFACTURING (C-M), AND MANUFACTURING (M) ZONES; ADDING SECTION 9.08.045 TO CHAPTER 9.08 OF TITLE 9 OF THE SOUTH EL MONTE MUNICIPAL CODE; AMENDING SOUTH EL MONTE MUNICIPAL CODE SECTION 5.04.045, RELATING TO BUSINESS LICENSE REQUIREMENTS FOR COMMERCIAL CANNABIS RETAILERS; AND APPROVING A GENERAL CANNABIS BUSINESS TAX BY ADDING CHAPTER 3.40 (CANNABIS BUSINESS TAX) TO TITLE 3 OF THE SOUTH EL MONTE MUNICIPAL CODE

WHEREAS, in 1996 State of California (“State”) voters approved Proposition 215, the Compassionate Use Act of 1996 (“CUA”), codified as Section 11362.5 of the State Health and Safety Code, to exempt certain patients and their primary caregivers from criminal liability under state law for the possession and cultivation of cannabis for medical purposes; and

WHEREAS, in 2003 the State legislature enacted Senate Bill 420, the Medical Marijuana Program Act (“MMPA”), codified as Sections 11362.7, *et seq.*, of the State Health and Safety Code, and as later amended, to clarify the scope of the CUA relating to the possession and cultivation of cannabis for medical purpose, and to authorize local governing bodies to adopt and enforce laws consistent with its provisions; and

WHEREAS, in October 2015, the State legislature adopted AB 266, AB 243, and SB 643, collectively referred to as the Medical Cannabis Regulation and Safety Act (“MCRSA”), which established a comprehensive regulatory and licensing scheme for commercial medical cannabis operations; and

WHEREAS, at the November 8, 2016 general election, the Control, Regulate and Tax Adult Use of Marijuana Act (“AUMA”) was approved by State voters as Proposition 64, which established a comprehensive regulatory and licensing scheme for commercial adult-use (recreational) cannabis operations, and which also legalized limited personal recreational cannabis use, possession, and cultivation; and

WHEREAS, on June 27, 2017 Governor Brown signed Senate Bill 94, the Medicinal and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”), which merged the regulatory regimes of MCRSA and AUMA; and

WHEREAS, under MAUCRSA the State began issuing licenses in 2018 for both medical and adult-use (recreational) cannabis businesses in twenty (20) different categories, which are found

in Section 26050 of the State Business & Professions Code, to include licensing categories cannabis cultivators, manufacturers, testers, retailers, distributors, and microbusinesses; and

WHEREAS, the MAUCRSA, through Section 26200(a)(1) of the State Business and Professions Code, provides local jurisdictions the right to completely prohibit the establishment or operation of any or all of the twenty (20) different categories of medical and recreational business operations to be licensed by the State under Section 26050 of the State Business and Professions Code; and

WHEREAS, the MAUCRSA, through Section 26055(d) of the State Business & Professions Code, provides that a State commercial cannabis license may not be issued to an applicant whose operations would violate the provisions of any local ordinance or regulation; and

WHEREAS, the MAUCRSA, through Section 26200(a)(1) of the State Business & Professions Code, provides local jurisdictions the right to adopt and enforce local ordinances to regulate any or all of the twenty (20) different categories of medical and adult-use business operations to be licensed by the State under Section 26050 of the State Business and Professions Code, including, but not limited to, local zoning and land use requirements; and

WHEREAS, the MAUCRSA, Section 26201 of the State Business and Professions Code, provides that any standards, requirements, and regulations regarding health and safety, environmental protection, testing, security, food safety, and worker protections established by the state for the twenty (20) different categories of medical and adult-use business operations to be licensed by the State under Section 26050 of the State Business and Professions Code shall be the minimum standards, and a local jurisdiction may establish additional standards, requirements, and regulations; and

WHEREAS, pursuant to the above-described express statutory authority and its police power, the City of South El Monte (the "City") now desires to amend Chapter 5.26 (Cannabis Activities) of Title 5 of the City Municipal Code to permit certain commercial adult-use cannabis uses (retail (medical / adult-use / non-medical) sales); and

WHEREAS, pursuant to the above-described express statutory authority and its police power, the City now desires to amend Chapter 5.26 (Cannabis Activities) of Title 5 of the City Municipal Code so as to expressly authorize the City Manager to issue administrative rules and regulations governing commercial cannabis uses within the City; and

WHEREAS, as part of this Ordinance, the City desires to impose a tax upon commercial cannabis operations, to be known as the "Cannabis Business Tax," pursuant to voter approval, so that every person engaged in conducting a commercial cannabis operation shall pay a cannabis business tax, regardless of whether such operation has a valid permit pursuant to the South El Monte Municipal Code; and

WHEREAS, pursuant to subdivision (b) of Section 2 of Article XIII C of the California Constitution and Section 53720 *et seq.* of the Government Code, the City Council is authorized to impose a general tax upon submission of such general tax to the voters of the City and approval by a

majority of the voters voting on the issue, at an election consolidated with a regularly scheduled general election for members of the City Council; and

WHEREAS, presently the City has no specific local tax on cannabis commercial operations; and

WHEREAS, MAUCRSA and AUMA do not preempt local taxation of commercial cannabis operations; and

WHEREAS, pursuant to Government Code Section 9222 and Government Code Sections 53720 *et seq.*, on August 2, 2022, the City Council approved this Ordinance for submittal to the voters of the City, and called a General Municipal Election for that purpose to be held on November 8, 2022, and consolidated with the Statewide General Election that will be held on the same date; and

WHEREAS, although the City does not desire nor intend by this Ordinance to allow any commercial cannabis uses in the City other than the medical cannabis retailers that may be permitted pursuant to Chapter 5.26 of the City's Municipal Code, the City does desire to seek voter approval for a broad cannabis tax that is applicable to permitted commercial cannabis uses, any unlawful or unpermitted commercial cannabis uses which may be in operation at any time, and any potential commercial cannabis uses that may be allowed in the future; and

WHEREAS, if this Ordinance is approved by a majority of voters, then this Ordinance will, among other amendments, amend the South El Monte Municipal Code to add a new Chapter 3.40 ("Cannabis Business Tax") to Title 3 (Revenue and Finance) of the South El Monte Municipal Code to enact the Cannabis Business Tax, which includes a "commercial cannabis tax" and a "commercial cannabis cultivation tax," as such terms are used in said Chapter 3.40; and

WHEREAS, the City desires and intends that revenue generated from said cannabis taxes can be spent for unrestricted general revenue purposes; and

WHEREAS, the City finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to both the exemption provided by Section 26055(h) of the State Business and Professions Code as well as Sections 15060(c)(3) and 15061(b)(3) of the CEQA Guidelines; and

WHEREAS, nothing in this Ordinance shall be construed to allow any person to engage in conduct that endangers others or causes a public nuisance;

NOW, THEREFORE, THE PEOPLE OF THE CITY OF SOUTH EL MONTE, CALIFORNIA FIND AND ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS. The people of the City of South El Monte hereby make the following findings:

- A. The recitals set forth above are all true and correct and are incorporated herein as findings of fact.
- B. The regulation of commercial cannabis activities established by this Ordinance amendment are to protect and promote the public health, safety and welfare, and are enacted pursuant to the authority granted to the City by State law.

- C. Tax revenue from commercial cannabis operations can provide funds for additional City services to promote and protect the general health and welfare of the citizens of the City.

SECTION 2. NEW CANNABIS REGULATIONS. Chapter 5.26 (Cannabis Activities) of Title 5 (Business Taxes, Licenses, and Regulations) of the City Municipal Code is hereby retitled and amended in its entirety to read as follows:

“CHAPTER 5.26 - COMMERCIAL CANNABIS OPERATIONS REGULATORY PROGRAM

Sec. 5.26.010 - Purpose and intent.

Sec. 5.26.020 - Commercial cannabis operation prohibited without City Commercial Cannabis Operation Permit.

Sec. 5.26.030 - Definitions.

Sec. 5.26.040 - Prohibited commercial cannabis operations.

Sec. 5.26.050 – Permitted commercial cannabis operations.

Sec. 5.26.060 - Maximum number of Commercial Cannabis Operation Permits.

Sec. 5.26.070 - Commercial Cannabis Operation Permit application procedure.

Sec. 5.26.080 - Limitations on the City’s liability.

Sec. 5.26.090 - Commercial Cannabis Operation Permit term.

Sec. 5.26.100 - Change in location; transfer; updated application information.

Sec. 5.26.110 - General operating standards and restrictions.

Sec. 5.26.120 - Retailer operating standards and restrictions.

Sec. 5.26.120.5 - Delivery operating standards and restrictions.

Sec. 5.26.130 – Community benefits agreement.

Sec. 5.26.140 - Administration.

Sec. 5.26.150 - Fees.

Sec. 5.26.160 - Suspension and revocation.

Sec. 5.26.170 – Appeals.

Sec. 5.26.180 – Violations and penalties; public nuisance.

Sec. 5.26.190 - Service of notices.

Sec. 5.26.200 - Prohibitions.

Sec. 5.26.210 - Nonconforming use.

Sec. 5.26.220 – Exceptions.

Sec. 5.26.230 – Operative date.

Sec. 5.26.240 – Severability.

Sec. 5.26.250 – City Council Authority to Amend.

Sec. 5.26.260 – City Councilmember Conflicts of Interest.

Sec. 5.26.010 - Purpose and intent.

- A. The purpose of this chapter is to establish a comprehensive set of regulations with an attendant regulatory permit applicable to the operation of certain types of commercial cannabis operations, while simultaneously establishing an express prohibition on certain other types of commercial cannabis operations.
- B. The regulations for, and prohibitions on, specific types of commercial cannabis operations are enacted to preserve the public health, safety, and welfare of the residents and visitors of the City, consistent with the State's Compassionate Use Act of 1996, Medical Marijuana Program Act of 2003, Adult Use of Marijuana Act of 2016 MAUCRSA, and all applicable State laws governing commercial cannabis operations.
- C. The issuance of a Commercial Cannabis Operation Permit shall constitute a revocable privilege and shall not create or establish any vested rights for the development or use of a property.
- D. This chapter and any administrative regulations adopted pursuant to this chapter shall be known as the "Commercial Cannabis Operations Regulatory Program" or the "Program".

Sec. 5.26.020 - Commercial cannabis operation prohibited without City Commercial Cannabis Operation Permit.

It shall be unlawful to own, establish, operate, use, or permit the establishment or activity of a commercial cannabis operation, or to participate in commercial cannabis operations as an employee, contractor, agent, volunteer, or in any manner or capacity, other than as provided in this chapter and pursuant to both a current and valid City Commercial Cannabis Operation Permit, as well as the equivalent State license for such commercial cannabis operation as provided for by Section 26050 of the State Business & Professions Code, and as amended from time to time. The prohibition contained in this section shall include renting, leasing, or otherwise permitting a commercial cannabis operation to occupy or use a location, vehicle, or other mode of transportation.

Sec. 5.26.030 - Definitions.

As used in this chapter, the following words and phrases shall have the following meanings. Words and phrases not specifically defined below shall have the meanings ascribed to them elsewhere in this Code or shall otherwise be defined by common usage. For definitions of nouns, the singular shall also include the plural; for definitions of verbs, all verb conjugations shall be included. Any reference to State statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision.

- A. "Adult use" (i.e., "recreational" or "non-medical") refers to activity involving cannabis or cannabis products, which is restricted to adults 21 years of age and older and who do not possess a physician's recommendation, in contrast to an activity involving medical cannabis or medical cannabis products.
- B. "Alcohol or drug treatment facility" shall have the same definition as "alcoholism or drug abuse recovery or treatment facility" as defined in Section 11834.02(a) of the State Health and Safety Code, which currently defines the term as "any premises, place, or building that provides residential nonmedical services to adults who are

recovering from problems related to alcohol, drug, or alcohol and drug misuse or abuse, and who need alcohol, drug, or alcohol and drug recovery treatment or detoxification services.” Further, “alcohol or drug treatment facility” shall also include such a facility that provides treatment for minors to the extent permitted by law.

- C. “Applicant” means a person who files an application for a Commercial Cannabis Operation Permit under this chapter. (and shall not include the owners or the managers of the applicant).
- D. “Cannabis” means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.
- E. “Cannabis concentrate” means cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product’s potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this division. A cannabis concentrate is not considered food, as defined by Section 109935 of the Health and Safety Code, or a drug, as defined by Section 109925 of the Health and Safety Code.
- F. “Cannabis products” means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.
- G. “City” means the City of South El Monte, State of California.
- H. “City Attorney” means the City of South El Monte City Attorney, and includes his/her designee(s).
- I. “City Council” means the City Council of the City of City of South El Monte.
- J. “City Manager” means the City of South El Monte City Manager, and includes his/her designee(s).
- K. “Code” means the City of South El Monte Municipal Code, and may be amended.
- L. “Commercial cannabis operation” includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, or sale (including retail and wholesale, and including medical-only and adult-use sales) of cannabis and cannabis products; except, as applicable, the activities provided in Section 5.26.220(A) or as preempted by State law.
- M. “Commercial Cannabis Operation Permit” shall mean a City permit issued pursuant to the procedures provided for in this chapter allows the permit holder to operate a specific type of commercial cannabis operation in the City subject to the requirements of this chapter, State law, and the specific permit.

- N. "County" means the County of Los Angeles, State of California.
- O. "Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.
- P. "Customer" means a natural person twenty-one (21) years of age or over or a natural person eighteen (18) years of age that is a qualified patient or primary caregiver.
- Q. "Day care center" means, a facility other than a family day care home, infant centers, toddler, preschool, and school age children licensed by the State Department of Social Services pursuant to Section 1596.951 of the State Health and Safety Code. Pursuant to the authority delegated by the State to the City under Section 26054(b) of the State Business and Professions Code, this definition of "day care center" under this chapter shall override the definition of "day care center" in MAUCRSA at Section 26001 of the State Business and Professions Code.
- R. "Delivery" means the commercial transfer of cannabis or cannabis products to a customer, and includes the use of any technology platform owned and controlled by the same person making such use.
- S. "Director" means the City of South El Monte Community Development Director, and includes his/her designee(s).
- T. "Distribution" means the procurement, sale, and transport of cannabis and cannabis products between entities licensed for and/or engaged in commercial cannabis operations under State law.
- U. "Distributor" means a person engaged in distribution.
- V. "Edible" means cannabis product that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum, but excluding products set forth in Division 15 (commencing with Section 32501) of the Food and Agricultural Code. An edible cannabis product is not considered food, as defined by Section 109935 of the State Health and Safety Code, or a drug, as defined by Section 109925 of the State Health and Safety Code.
- W. "Employee" means any person (whether paid or unpaid) who provides regular labor or regular services for a commercial cannabis operation, including, but not limited to, at the location of a commercial cannabis operation. The term "employee" includes managers and owners as used in this chapter.
- X. "Extraction" means the process of obtaining cannabis concentrates from cannabis plants, including but not limited to through the use of solvents like butane, alcohol or carbon dioxide.
- Y. "Finance Director" means the City of South El Monte Finance Director, and includes his/her designee(s).
- Z. "Fire Chief" means the City of Los Angeles County Fire Department Chief, and includes his/her designee(s).
- AA. "Gross receipts" means, except as otherwise specifically provided herein, whether designated as a sales price, royalty, rent, commission, dividend, or other designation, the total amount (including all receipts, cash, credits, and property of any kind or nature) received or payable for sales of goods, wares, or merchandise without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor, or service costs, interest paid or payable, losses, or any other expense

whatsoever. However, the following shall be excluded from gross receipts:

1. Cash discounts where allowed and taken on sales;
 2. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser
 3. Such part of the sale price of any property returned by purchasers to the seller as refunded by the seller by way of cash or credit allowances or return of refundable deposits previously included in gross receipts;
 4. Receipts derived from the occasional sale of used, obsolete, or surplus trade fixtures, machinery, or other equipment used by the taxpayer in the regular course of the taxpayer's business
 5. Cash value of sales, trades, or transactions between departments or units of the same business
 6. Whenever there are included within the gross receipts amounts which reflect sales for which credit is extended and such amount proved uncollectible in a given year, those amounts may be excluded from the gross receipts in the year they prove to be uncollectible; provided, however, if the whole or portion of such amounts excluded as uncollectible are subsequently collected, they shall be included in the amount of gross receipts for the period when they are recovered
 7. Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded when in excess of one dollar; and
 8. Any proceeds resulting from a transfer or change of ownership or control in the business.
- BB. "Identification card" has the same definition as provided for in Section 11362.7(g) of the State Health and Safety Code , and as may be amended, defined as "a document issued by the [State Department of Health Services] that identifies a person authorized to engage in the medical use of cannabis and the person's designated primary caregiver, if any."
- CC. "Labeling" means any label or other written, printed, or graphic matter upon cannabis or a cannabis product, upon its container or wrapper, or that accompanies any cannabis or cannabis product.
- DD. "Labor peace agreement" means an agreement between a cannabis retailer and any bona fide labor organization that, at a minimum, protects the City's proprietary interests by prohibiting labor organizations and members from engaging in picketing, work stoppages, boycotts, and any other economic interference with a cannabis retailer. This agreement means that the cannabis retailer has agreed not to disrupt efforts by the bona fide labor organization to communicate with, and attempt to organize and represent, the cannabis retailer's employees. The agreement shall provide a bona fide labor organization access at reasonable times to areas in which the cannabis retailer's employees work, for the purpose of meeting with employees to

discuss their right to representation, employment rights under State law, and terms and conditions of employment.

- EE. “Liquid Assets” means assets that can be readily converted into cash. “Liquid assets” include, but are not limited to, the following: funds in checking or savings accounts, certificates of deposit, money market accounts, mutual fund shares, publicly traded stocks, and United States savings bonds. “Liquid assets” does not mean household items, furniture and equipment, vehicles, cannabis or cannabis products, business inventory, or real property and improvements thereto.
- FF. “Location” means any parcel of land, whether vacant or occupied by a building, group of buildings, or accessory buildings, and includes the buildings, structures, yards, open spaces, lot width, and lot area.
- GG. “Lighting” means the act of illuminating as well as the effect achieved by the arrangement of lights.
- HH. “Live scan” means a system for inkless electronic fingerprinting and the automated background check developed by the California Department of Justice (“DOJ”) that involves digitizing fingerprints and electronically transmitting the fingerprint image data along with personal descriptor information to computers at the DOJ for completion of a criminal record check; or such other comparable inkless electronic fingerprinting and automated background check process as determined by the City Council.
- II. “Manager” means an employee responsible for management and/or supervision of a commercial cannabis operation including but not limited to, any (i) manager or managing member or other officer of a limited liability company or (ii) president, chief executive officer, secretary, treasurer, chief financial officer, or other officer of a for profit corporation.
- JJ. “Manufacture” or “manufacturing” means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product; includes the activities of a manufacturer.
- KK. “Manufacturer” means a person that conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container; includes the activity of manufacturing.
- LL. “Marijuana” has the same definition as provided for “cannabis” in this chapter.
- MM. “MAUCRSA” means the State Medicinal and Adult-Use Cannabis Regulation and Safety Act, codified at Sections 11018 *et seq.* of the State Health and Safety Code, Sections 26001 *et seq.* of the State Business and Professions Code, Section 34010 of the State Revenue and Tax Code, and Sections 81000 *et seq.* of the State Food and Agriculture Department Code, as may hereinafter be amended.
- NN. “Medical” refers to activity involving medical cannabis or medical cannabis products, in contrast to an activity involving adult-use cannabis or adult-use cannabis products.
- OO. “Medical cannabis” or “medical cannabis product” means cannabis or a cannabis product used in compliance with state law for medical purposes, pursuant to the

Compassionate Use Act (Section 11362.5 of the State Health and Safety Code §), the Medical Marijuana Program Act (Sections 113262.7, *et seq.* of the State Health and Safety Code), and the MAUCRSA.

PP. “Minor” means a person under twenty-one (21) years of age.

QQ. “Owner” means any of the following:

1. A person owning in the aggregate equity interests representing ten (10) percent or more of the voting power of all outstanding equity in the applicant or a commercial permittee.
2. The president, chief executive officer, secretary, treasurer, or chief financial officer of a nonprofit applicant or permittee; or
3. A member of the board of directors of a nonprofit applicant or permittee.

Notwithstanding the above, every applicant and permittee must have at least one individual person designated as an “owner” for the purpose of compliance with this chapter, including the review and evaluation of any Commercial Cannabis Operation Permit application.

RR. “Microbusiness” shall have the same definition as provided for in Section 26070 of the State Business and Professions Code, and as may be amended.

SS. “Nursery” means a person that produces only clones, immature plants, seeds, and other agricultural products used specifically for the planting, propagation, and cultivation of cannabis.

TT. “Operations Officer(s)” shall refer to the Director, the Fire Chief, the Police Chief, the Finance Director and the City Manager, individually or collectively.

UU. “Package” means any container or receptacle used for holding cannabis or cannabis products.

VV. “Packaging” or “packages” means an activity involved with placing cannabis or cannabis products in a package.

WW. “Park” means public land which has been designated for park or recreational activities, including but not limited to a park, playground, nature trails, swimming pool, athletic field, basketball court, tennis court, pedestrian or bicycle paths, beaches, open space, or similar public land within the City or which is under the control, operation or management of the City Recreation and Parks Department. “Park” shall not include any youth center.

XX. “Permittee” means a person issued a Commercial Cannabis Operation Permit by the City.

YY. “Person” means any individual, firm, co-partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit.

ZZ. “Person with an identification card” has the same definition as provided for in Section 11362.7(c) of the State Health and Safety Code, and as may be amended, defined as “an individual who is a qualified patient who has applied for and received a valid identification card pursuant to this article.”

- AAA. "Physician's recommendation" means a determination from a physician that a patient's medical cannabis use is deemed appropriate and is recommended by the physician on the basis of the physician has determined that the patient's health would benefit from the use of cannabis in the treatment of cancer, anorexia, AIDS, chronic pain, spasticity, glaucoma, arthritis, migraine, or any other illness for which cannabis provides relief, in strict accordance with Section 11362.5 of the State Health and Safety Code.
- BBB. "Police Chief" means the Los Angeles County Sheriff, and includes his/her designee(s).
- CCC. "Police Department" means the Los Angeles County Sheriff's Department.
- DDD. "Premises" means the designated structure or structures and land specified in a Commercial Cannabis Operation Permit application that is owned, leased, or otherwise held under the control of the applicant or permittee where commercial cannabis operation will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one permittee."
- EEE. "Primary caregiver" has the same definition as provided for in Section 11362.7(d) of the State Health and Safety Code, and as may be amended, defined as "the individual, designated by a qualified patient or by a person with an identification card, who has consistently assumed responsibility for the housing, health, or safety of that patient or person". A "primary caregiver" shall also meet the requirements of Section 11362.7(e) of the State Health and Safety Code , and as may be amended, which provide that a "primary caregiver shall be at least 18 years of age, unless the primary caregiver is the parent of a minor child who is a qualified patient or a person with an identification card or the primary caregiver is a person otherwise entitled to make medical decisions under state law pursuant to Sections 6922, 7002, 7050, or 7120 of the Family Code."
- FFF. "Qualified patient" has the same definition as provided for in Section 11362.7(f) of the State Health and Safety Code , and as may be amended, defined as "a person who is entitled to the protections of Section 11362.5, but who does not have an identification card issued pursuant to this article."
- GGG. "Religious institution" means any church, synagogue, mosque, temple, or building which is used primarily for religious worship, religious education, and related religious activities.
- HHH. "Residentially zoned property" means any parcel of land located within the City zoned: R-1 (Single-Family Residential Zone), R-2 (Multiple Residential Zone), or R-3 (Multiple Residential Zone)
- III. "Retailer" means a person engaged in the retail sale or delivery of cannabis or cannabis products to a customer. "Retailer" includes "Retailer (Medical-Only)" and "Retailer (Medical/Adult Use)." "Retailer (Medical-Only)" refers to a retailer which is restricted by the terms of its Commercial Cannabis Operation Permit to engaging in the retail sale or delivery of medical cannabis or cannabis products as stated in Section 5.26.120(A). "Retailer (Medical/Adult-Use)" refers to a retailer which is not so restricted by the terms of its Commercial Cannabis Operation Permit, and which accordingly may engage in the retail sale or delivery of medical or adult-use cannabis or cannabis products to a customer.
- JJJ. "Retail sale(s)" means any commercial cannabis operation involving the retail sale

of cannabis or cannabis products from a retailer.

KKK. "Sale(s)" means any sale, exchange, or barter or other transaction for any consideration.

LLL. "School" means as evidenced by the State Department of Education school directory, a public school instructing children in grades kindergarten through 12, as authorized by the State Department of Education or a private school instructing children in grades kindergarten through 12 that has filed a verification of private school affidavit with the State Department of Education pursuant to Section 33190 of the State Education Code, excluding any private school in which education is primarily conducted in a private home. Pursuant to the authority delegated by the State to the City under Section 26054(b) of the State Business and Professions Code, this definition of "school" under this chapter shall override the definition of "school" used in MAUCRSA or Section 11362.768 of the State Health and Safety Code.

MMM. "Site" means the premises and actual physical location of a Commercial Cannabis Operation, as well as its accessory structures and parking areas

NNN. "State" means the State of California.

OOO. "Testing laboratory" or "testing" refers to a laboratory, facility, or entity that offers or performs tests on cannabis or cannabis products; includes the activity of laboratory testing.

PPP. "Youth center" means, (A) any public or private facility that is primarily used to host recreational or social activities for minors, such as private youth membership organizations or clubs, social service teenage club facilities, or (B) a park, playground, or recreational area specifically designed to be used by children that may have play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball or any facility located on a public or private school grounds, or on City, County, or parks. "Youth center" shall not include any private martial arts, yoga, ballet, music, or similar studio of this nature nor shall it include any private athletic training facility, pizza parlor, restaurant, video arcade, dentist office, or doctor's office primarily serving children. Pursuant to the authority delegated by the State to the City under Section 26054(b) of the State Business and Professions Code, this definition of "youth center" under this chapter shall override the definition of "youth center" in MAUCRSA at Section 26001 of the State Business and Professions Code.

Sec. 5.26.040 - Prohibited commercial cannabis operations.

A. Commercial cannabis operations (including non-profit operations) within the City that involve the activities of non-storefront retailer (whether medical-only or medical/adult-use), cultivation, manufacturer, testing, distribution, or microbusiness are prohibited, including but not limited to commercial cannabis operations licensed by the State in the license classifications listed below as provided in Section 26050 of the State Business and Professions Code:

1. Type 1 = Cultivation; Specialty Outdoor; Small.
2. Type 1A = Cultivation; Specialty Indoor; Small.
3. Type 1B = Cultivation; Specialty Mixed Light; Small.

4. Type 1C = Cultivation; Specialty Cottage; Small.
5. Type 2 = Cultivation; Outdoor; Small.
6. Type 2A = Cultivation; Indoor; Small.
7. Type 2B = Cultivation; Mixed-light; Small.
8. Type 3 = Cultivation; Outdoor; Medium.
9. Type 3A = Cultivation; Indoor; Medium.
10. Type 3B = Cultivation; Mixed-Light; Medium.
11. Type 4 = Cultivation; Nursery.
12. Type 5= Cultivation; Outdoor; Large.
13. Type 5A = Cultivation; Indoor; Large
14. Type 5B = Cultivation; Mixed-Light; Large.
15. Type 6 = Manufacturer 1.
16. Type 7 = Manufacturer 2.
17. Type 8 = Testing.
18. Type 9 = Non-Storefront Retailer (Delivery Only)
19. Type 11 = Distributor
20. Type 12 = Microbusiness.

- B. The prohibition provided by above subsection (A) includes any similar activities authorized under new or revised State licenses, or any other State authorization, to allow any type, category or classification of cannabis commercial operations that involve the activities of non-storefront retailer (Type 9, i.e., delivery only) (whether medical-only or medical/adult-use), cultivation, manufacturer, testing, distribution, microbusiness, or similar operations (including non-profit, collective or cooperative operations).

Sec. 5.26.050 - Permitted commercial cannabis operations.

- A. Commercial cannabis operations (including non-profit operations) within the City which involve the activity of retailer (Type 10; medical-only and medical/adult-use) are allowed subject to issuance and maintenance of a valid and current City Commercial Cannabis Operation Permit, continuing adherence to this entire chapter and all applicable City and State regulations and laws, and issuance and maintenance of a valid and current equivalent state license type listed below, as provided for in Section 26050 of the State Business and Professions Code:
1. Type 10 = Retailer (Medical-Only; Medical/Adult-Use).
- B. The requirements provided by above subsection (A) apply to any similar activities authorized under new or revised State licenses, or any other State authorization, to allow any type, category or classification of cannabis commercial operations that involve the activity of retailer (medical-only and medical/adult-use) or similar operations (including non-profit, collective or cooperative operations).

Sec. 5.26.060 -Maximum Number of Commercial Cannabis Operation Permits.

- A. The number of Commercial Cannabis Operation Permits for retailer (medical/adult-use) commercial cannabis operations based within the City shall be no more than one (1).
- B. Notwithstanding Subsection (A) of this Section, if the City Council opts, in its sole discretion, to reinstitute the application procedure after the first year following the operative date of this chapter pursuant to Section 5.26.070(H), then two (2) additional retailer (medical/adult-use) Commercial Cannabis Operation Permits may be issued such that the maximum number of Commercial Cannabis Operation Permits for retailer (medical/adult-use) commercial cannabis operations based within the City shall be increased to no more than three (3) retailers (medical/adult-use).
- C. The number of Commercial Cannabis Operation Permits for non-storefront retailer (delivery only) (whether medical-only or medical/adult-use) (including retailers or microbusinesses engaged in delivery) commercial cannabis operations based outside the City to engage in delivery within the City shall be zero (0). However, should a court of competent jurisdiction, as a judicial remedy, order the City Council to increase the maximum number of Commercial Cannabis Operation Permits for non-storefront retailer (delivery only) (including retailers or microbusinesses engaged in delivery) commercial cannabis operations based outside the City to engage in delivery within the City, the number of Commercial Cannabis Operation Permits for non-storefront retailer (delivery only) (including retailers or microbusinesses engaged in delivery) commercial cannabis operations based outside the City to engage in delivery within the City shall be no more than two (2).
- D. The maximum number of Commercial Cannabis Operation Permits issued for retailer (including medical-only and medical/adult use retailer, individually and collectively) commercial cannabis operations based within the City or non-storefront retailer (delivery only) (including retailers or microbusinesses engaged in delivery) based outside the City may not be amended by the City Council or regulations promulgated by the City Manager pursuant to this chapter. However, the City Council may and shall increase the maximum number of Commercial Cannabis Operation Permits issued for retailer commercial cannabis operations based within the City or non-storefront retailer (delivery only) (including retailers or microbusinesses engaged in delivery) based outside the City (i) if ordered to do so by a court of competent jurisdiction as a judicial remedy or (ii) by a vote of the People of the City.

Sec. 5.26.070 Commercial Cannabis Operation Permit application procedure.

- A. Following the effective date of this chapter, the City Manager, pursuant to Section 5.26.140, shall, as a ministerial duty, make available the necessary forms, adopt any necessary application rules for the submission, intake, review, and approval of applications for retailer (medical-only and medical/adult-use) commercial cannabis operations up to the maximum number of Commercial Cannabis Operation Permits authorized in Section 5.26.060.
- B. The City Manager shall, as a ministerial duty, cease acceptance of Commercial

Cannabis Operation Permit applications for retailer (medical-only and medical/adult-use) commercial cannabis operations thirty (30) days after making available the necessary forms and adopting any necessary application rules for the submission, intake, review, and approval of Commercial Cannabis Operation Permit applications for retailer (medical-only and medical/adult-use) commercial cannabis operations.

C. Within thirty (30) days of ceasing the acceptance of Commercial Cannabis Operation Permit applications for retailer (medical-only and medical/adult-use) commercial cannabis operations, the City Manager shall, as a ministerial duty, review timely submitted Commercial Cannabis Operation Permit applications for retailer (medical-only and medical/adult-use) commercial cannabis operations for the following minimum requirements:

1. Payment of an application fee established by resolution of the City Council within forty-five (45) days following the effective date of this chapter to cover all costs incurred by the City in the application process;
2. Sufficient evidence of the legal right to use the proposed property for the proposed use, to include a lease, sublease, purchase agreement, assignment of purchase agreement, or lease or purchase option, in the name of the applicant, which may include nominal consideration and be contingent upon issuance of a Commercial Cannabis Operation Permit or other approvals. The City shall only consider one applicant per property address or County Assessor's Identification Number. In the event that more than one applicant applies for a Commercial Cannabis Operation Permit application at a given property address or a given County Assessor's Identification Number, the City Manager shall, as a ministerial duty, only accept the Commercial Cannabis Operation Permit application with the earliest effective date for the evidence of the legal right to use the proposed property for the proposed use in the name of the applicant;
3. Sufficient evidence to demonstrate that the proposed property complies with the location and zoning requirements in Section 5.26.120;
4. Proof that an owner or owners of the applicant with an aggregate ownership interest of fifty (50) percent or more has served as an owner or owners with an aggregate ownership interest of fifty (50) percent or more of six or more other retailer (medical-only or medical/adult-use) commercial cannabis operations by a city, county, or state since at least January 1, 2022;
5. Proof of funds showing that the applicant has access and control of over \$500,000.00 in Liquid Assets (which such Liquid Assets having been under possession for at least ninety (90) days prior to the date of the application submission under this Section), which may be shown via a binding legal agreement in the name of the applicant such as a promissory note so long as said legal agreement is accompanied by a proof of funds in the name of a party to the agreement that demonstrates access and control of over \$500,000.00 in

Liquid Assets under possession for at least ninety (90) days prior to the date of the application submission under this Section. Applicants and permittees shall not be required to show that the applicant or permittee has access and control of over \$500,000.00 in Liquid Assets except on initial application pursuant to this Section 5.26.070, a change in location application pursuant to Section 5.26.100, or an ownership transfer application pursuant to Section 5.26.100;

6. For an applicant with two (2) or more employees, proof of a labor peace agreement between a bona fide labor organization and the applicant (the applicant shall provide the City with a copy of the labor peace agreement that contains the signatures of the union representative and the cannabis business). For applicants with less than two (2) employees who have not yet entered into a labor peace agreement, the applicant shall provide a notarized statement indicating that the applicant will enter into and abide by the terms of a labor peace agreement within thirty (30) days after employing two (2) employees;
7. A set of plans, including a site development plan, floor plan(s), building elevations (all four (4) sides), and a conceptual landscape plan with the percentage of landscaping in the parking lot, setback areas, and tree size and species;
8. Colored interior and elevation renderings;
9. A completed background check application and receipt for each owner and manager of the applicant pursuant to Section 5.26.110(H); and
10. The following application components: (a) Qualifications of the applicant's owners and managers; (b) business and operations plan; (c) security plan; (d) safety plan; (e) neighborhood compatibility plan; (f) labor and employment plan; and (g) community benefits plan.
11. Disclosure of whether the applicant is applying for a Commercial Cannabis Operation Permit as a retailer (medical-only) or retailer (medical/adult-use).

The City Manager shall, as a ministerial duty, reject any Commercial Cannabis Operation Permit application that fails to meet the minimum requirements contained in this Subsection (C), and applicants shall not have the right to supplement or amend their Commercial Cannabis Operation Permit applications.

- D. Within sixty (60) days of completing the application review under Subsection (C) above, the City Manager shall, as a ministerial duty, review and score any complete applications pursuant to the following objective review criteria according to the following quantitative evaluation scale, with retailer (medical-only) applicants ranked only against other retailer (medical-only) applicants and retailer (medical/adult-use) applicants ranked only against other retailer (medical/adult-use) applicants unless otherwise provided by administrative regulations promulgated pursuant to Section 5.26.140:

1. Qualifications of the applicant's owners and managers – 250 points

The People of the City find that a proven track-record of for retailer commercial cannabis operations that successfully generate tax revenue carries out the purpose and intent of the Program and are, therefore, critical for an applicant to demonstrate the qualifications of the applicant's owners and managers. Accordingly, 150 of the 250 points awardable under this Subsection (1) shall only be awarded, as a ministerial duty, if an owner or owners of the applicant with an aggregate ownership interest of fifty (50) percent or more is currently at the time of application submission under this Section an owner or owners with an aggregate ownership interest of fifty (50) percent or more of a single licensed and lawfully operating retailer commercial cannabis operations (excluding any non-retailer microbusiness, cultivation, manufacturing, distribution, or other non-retailer commercial cannabis operation components) that has generated at least \$5,000,000.00 in gross receipts in a consecutive six-month period in the year immediately preceding the date of the application submission under this Section, as demonstrated by tax payment receipts from, tax filings to, or tax returns filed with a city, county, or state.

The remaining 100 of the 250 points awardable under this Subsection (1) shall be awarded, as a ministerial duty, pursuant to the following objective criteria:

- a. Up to 50 points – A description of the applicant's owner and manager qualifications detailing any special business or professional qualifications or licenses of the applicant's owner and manager that would add to the quality of services that the retailer commercial cannabis operation would provide, including in areas related to cannabis, such as legal, finance, business ownership / administration, waste management, real estate development, scientific, or healthcare or wellness fields.
- b. Up to 50 points – Documentation that the applicant's owners and managers have experience operating retailer commercial cannabis operations in any jurisdiction where retailer commercial cannabis operations are permitted.

2. Plans, renderings, and overall location – 50 points

The 50 points awardable under this Subsection (2) shall be awarded, as a ministerial duty, pursuant to the following objective criteria:

- a. Up to 10 points – A premise diagram in accordance with Section 5006 of Division 42 of Title 16 of the State Code of Regulations.
- b. Up to 10 points – A site development plan that provides information on existing conditions and proposed improvements to the site and how it meets or will meet the development standards outlined in this Code. Information on existing conditions shall include:
 - i. Exterior photographs showing all sides of any existing structure(s);
 - ii. Photographs of existing parking areas, landscaping, trash enclosure, and signage;

- iii. Information on existing use on the site, including the addresses, uses, and square footages;
 - iv. Photographs of the existing site if the site is vacant; and
 - v. Photographs of adjacent properties for context.
 - c. Up to 10 points – A floor plan showing information on the existing layout and proposed layout of the building interior.
 - d. Up to 10 points – Building elevations that provide information on existing conditions and proposed improvements.
 - e. Up to 5 points – A conceptual landscape plan with the percentage of landscaping in the parking lot, setback areas, and tree size and species.
 - f. Up to 5 points – Colored interior renderings and exterior elevation renderings (for both existing and/or proposed improvements).
3. Business and operations plan – 100 points

The 100 points awardable under this Subsection (3) shall be awarded, as a ministerial duty, pursuant to the following objective criteria:

- a. Up to 10 points – A written description of the total square footage of the facility with estimated square footage of proposed uses.
- b. Up to 10 points – A schedule for beginning operations, including a narrative outlining any proposed construction improvements and a timeline for completion.
- c. Up to 10 points – A budget for construction, operation, maintenance, compensation of employees, equipment costs, utility costs, and other operating costs.
- d. Up to 5 points – A description of the sources(s) of capital and use(s) of capital.
- e. Up to 10 points – Pro forma financial statements for at least three (3) years of operation.
- f. Up to 5 points – A description of the type of products to be sold and the estimated quantity and value of product(s) to be sold.
- g. Up to 5 points – A description of marketing procedures and tactics.
- h. Up to 10 points – A description of day-to-day operations that should acknowledge both state and local laws and should be consistent with industry best practices.
- i. Up to 5 points – A description of hours of operation and opening procedures.
- j. Up to 10 points – A description of cash handling procedures.
- j. Up to 10 points – A description of inventory control procedures to include

identification of point-of-sale systems, and track and trace software.

- k. Up to 10 points – A description of transportation, loading and unloading, distribution, or delivery procedures.

4. Security plan – 100 points

The 100 points awardable under this Subsection (4) shall be awarded, as a ministerial duty, pursuant to the following objective criteria:

- a. Up to 20 points – The security plan shall be prepared by a professional security consultant.
- b. Up to 10 points – A premises security diagram.
- c. Up to 50 points – A description of access control, inventory control, cash handling, and other security procedures and security equipment demonstrating compliance with the security requirements under this chapter.
- d. Up to 10 points – A description of the intrusion alarm and monitoring system including the name and contact information for the monitoring company.
- e. Up to 10 points – A description of the services of on-site security guards to include the (i) number of security guards; (ii) the hours security guards will be on-site; (iii) locations where security will be positioned; and (iv) security guard responsibilities.

5. Safety plan – 100 points

The 100 points awardable under this Subsection (5) shall be awarded, as a ministerial duty, pursuant to the following objective criteria:

- a. Up to 20 points – The safety plan shall be prepared by a professional fire prevention and suppression consultant.
- b. Up to 10 points – A premises safety diagram to include (1) a description / illustration of evacuation routes and (2) location of fire extinguishers and other fire suppression equipment.
- c. Up to 50 points – A description of safety procedures, training for emergency situations, and safety equipment demonstrating compliance with the safety requirements under this chapter.
- d. Up to 10 points – Identify all gases, pesticides, and chemicals to be used and their storage locations.
- e. Up to 10 points – A description of the firm alarm and monitoring system including the name and contact information for the monitoring company.

6. Neighborhood compatibility plan – 100 points

The 100 points awardable under this Subsection (6) shall be awarded, as a ministerial duty, pursuant to the following objective criteria:

- a. Up to 40 points – A “Good Neighbor Policy” that (i) includes policies and measures in place to protect adjacent uses from any potential impacts (e.g., noise, light, odor, traffic, etc.) related to the proposed cannabis business and (ii) describes how the cannabis business and its operating characteristics will be proactively managed so the business is not detrimental to the public health, safety, convenience, or welfare of persons residing, working, visiting, or recreating in the surrounding area and will not result in the creation of a nuisance.
- b. Up to 20 points – A description of odor mitigation practices to include: (i) identifying potential sources of odor; (ii) a description of odor control devices and techniques employed to ensure that odors from cannabis are not detectable beyond the permitted premises; and (iii) all proposed staff odor training and system maintenance.
- c. Up to 20 points – A description of a waste management plan that includes waste disposal locations within the proposed premises and the applicant’s security measures and methods of rendering waste unusable and unrecognizable.
- d. Up to 20 points – A description of efforts at sustainability / environmental impact mitigation.

7. Community benefits plan – 100 points

The People of the City find that monetary donations to local non-profit organizations, financial support of City sponsored activities or organizations, in kind donations to the City or other charitable organizations, and economic incentives to the City carry out the purpose and intent of the Program and are, therefore, critical for an applicant to demonstrate an effective community benefits plan. Accordingly, 50 of the 100 points awardable under this Subsection (7) shall only be awarded if the applicant pledges to voluntarily provide a public benefit to a public use (or a combination thereof), which is defined as a direct financial contribution equal to two (2) percent of projected gross receipts of the applicant to a public school located within the City, a public park located within the City, and/or a public or nonprofit community organization serving the City or its residents. Beyond the above and as a ministerial duty, no further direct financial contributions shall be considered as part of an applicant’s community benefits plan.

The remaining 50 of the 100 points awardable under this Subsection (7) shall be awarded, as a ministerial duty, pursuant to the following objective criteria:

- a. Up to 25 points – A description of a social responsibility plan to include identification of a community liaison, plans to serve as a social equity business incubator, plans to aide and participate in the work of local non-

profits, community- based organizations, civic organizations, or social services organizations.

- b. Up to 25 points – A description of a plan to develop a public health outreach and educational program that outlines the risks of youth use of cannabis and that identifies resources available to youth related to drugs and drug addiction.

8. Labor and employment plan – 200 points

The People of the City find that a proven track-record of cannabis retailer operations with high labor standards and commitment to labor peace carries out the purpose and intent of the Program and are, therefore, critical for an applicant to demonstrate an effective labor and employment plan. Accordingly, 100 of the 200 points awardable under this Subsection (8) shall only be awarded if the applicant provides documentation that the individual or natural person owner or owners of the applicant (disregarding any intervening or intermediary entity owner or owners of the applicant) with an aggregate ownership interest of fifty (50) percent or more have entered into collective bargaining agreements with a labor organization that currently represents cannabis workers in the United States effective since at least July 1, 2021, inclusive of renewals (and remaining effective, inclusive of renewals, on the date of the application submission under this Section) and such collective bargaining agreements accrete or automatically apply to all cannabis retailers permitted or licensed in the State after July 1, 2021 (notwithstanding the fact that employees of such cannabis retailers permitted or licensed in the State after July 1, 2021 (if any), have yet to have had an opportunity to recognize the labor organization that currently represents cannabis workers in the United States), by the individual or natural person owner or owners of the applicant (disregarding any intervening or intermediary entity owner or owners of the applicant) with an aggregate ownership interest of ninety (90) percent or more referenced above.

The remaining 100 of the 200 points awardable under this Subsection (8) shall be awarded, as a ministerial duty, pursuant to the following objective criteria:

- a. Up to 10 points – An organizational chart of showing owners, managers, and employees.
- b. Up to 10 points – A description of the owner's and manager's roles in day-to-day operations and decisions.
- c. Up to 10 points – A description of the number of employees, title / position, and their respective responsibilities
- d. Up to 15 points – A description of compensation to employees, opportunities for continuing education, and employee training.
- e. Up to 15 points – A description of whether the cannabis business is committed to offering employees a living wage.

- f. Up to 15 points – A description of benefits provided to employees such as health care, vacation, and medical leave, to the degree they are offered as part of employment.
 - g. Up to 15 points – A description of a plan to recruit employees from socially and economically disadvantaged backgrounds.
 - h. Up to 10 points – A description of a plan to have at least 50% of employee positions filled and hours worked by employees residing in the City.
- E. Upon timely receipt of a Commercial Cannabis Operation Permit application, the City Manager shall conduct background checks in accordance with Section 5.26.110(H). Following review and scoring of applications completed pursuant to objective review criteria under Subsection (D), the City Manager shall, as a ministerial duty, recommend that the City Council issue Commercial Cannabis Operation Permits to applicants in order of their rank under Subsection (D) up to the maximum number of Commercial Cannabis Operation Permits authorized in Section 5.26.060. The City Council shall consider the City Manager's recommendations, and may conduct its own independent review and scoring of applications completed pursuant to objective review criteria under Subsection (D) and substitute such review and scoring for that of the City Manager in whole or in part if it sees fit to do so, and shall thereupon, as a ministerial duty, issue Commercial Cannabis Operation Permits to applicants in order of their rank under Subsection (D) up to the maximum number of Commercial Cannabis Operation Permits authorized in Section 5.26.060. For the initial iteration of the application process pursuant to this section, the number of Commercial Cannabis Operation Permits issued shall be no more than two (2) retailer (medical-only) and one retailer (medical/adult use) Commercial Cannabis Operation Permits. In the event of a tie in the order of ranking under Subsection (D) between one or more applicants up to the maximum number of Commercial Cannabis Operation Permits authorized in Section 5.26.060, the City Council shall, as a ministerial duty, break the tie and issue Commercial Cannabis Operation Permits to the applicants with the highest scoring application component in the following order: (1) Qualifications of the applicant's owners and managers; (2) labor and employment plan; (3) security plan; (4) safety plan; (5) community benefits plan; (6) neighborhood compatibility plan; (7) business and operations plan; and (8) plans, renderings, and overall location. In the event of a tie on all application components between one or more applicants up to the maximum number of Commercial Cannabis Operation Permits authorized in Section 5.26.060, the City Manager shall not hold a public lottery, but rather arrange for the tied applicants to provide public presentations before the City Council, after which the City Council shall publicly rank the applicants pursuant to ranking sheets prepared by the City Manager that achieve a forced ranking based on all of the objective review criteria and quantitative evaluation scale in Subsection (D), and the City Council shall issue Commercial Cannabis Operation Permits to applicants in order of their rank up to the maximum number of Commercial Cannabis Operation Permits available following the City Manager/City Council's original ranking and

issuance of Commercial Cannabis Operation Permits and the limits contained in Section 5.26.060. However, the City Council shall not issue a Commercial Cannabis Operation Permit to any applicant with an applicant, owner, or manager that:

1. Provided false or misleading information on the applicant's Commercial Cannabis Operation Permit application;
 2. Has been convicted of (or pled no contest to) "an offense that is substantially related to the qualifications, functions, or duties of the business or profession for which the application is made" as that term is defined in 26057(b)(4) of the State Business and Professions Code; or
 3. Has been sanctioned by a licensing authority or a city, county, or state for unlicensed commercial cannabis operations or has had a license suspended or revoked under MAUCRSA in the three (3) years immediately preceding the date the application was submitted.
- F. Any decision of the City Council under this Section 5.26.070 shall be a final administrative decision not subject to administrative appeal under any provisions of this chapter or any provisions of this Code but, rather, subject to judicial review and remedies.
- G. In the event that (1) the number of active, operating retailer (medical-only or medical/adult-use) commercial cannabis operations and issued Commercial Cannabis Operation Permits falls below the maximum number of Commercial Cannabis Operation Permits for retailer (medical-only or medical/adult-use) commercial cannabis operations authorized in Section 5.26.060 or (2) the City Council is ordered to increase the maximum number of Commercial Cannabis Operation Permits issued for retailer (medical-only or medical/adult-use) commercial cannabis operations by a court of competent jurisdiction as a judicial remedy (e.g., if a court of competent jurisdiction orders the City Council to make Commercial Cannabis Operation Permits available for non-storefront retailer (delivery only) (including retailers or microbusinesses engaged in delivery) commercial cannabis operations based outside the City to engage in delivery within the City), the City Manager shall, as a ministerial duty, within thirty (30) days reinstitute the application procedure under this Section 5.26.070, subject to the maximum number of Commercial Cannabis Operation Permits authorized and available (not allocated to an active, lawfully operating retailer) for issuance pursuant to Section 5.26.060. For the purpose of this Section, a retailer (medical-only or medical/adult-use) commercial cannabis operation shall be considered operating if (1) upon initial issuance of Commercial Cannabis Operation Permit (or approval of a change in location pursuant to Section 5.26.100), the retailer commercial cannabis operation commences lawful operations within twenty-four (24) months or (2) following initial commencement of lawful operations, the retailer commercial cannabis operation does not cease or abandon operations for one-hundred eighty (180) consecutive or cumulative days in any one (1) year period.
- H. Additionally, at any time during the second year from the operative date of this chapter, the City Council may, by resolution or minute action, reinstitute the application procedure under this Section 5.26.070 for the purpose of considering issuance of one additional retailer (medical/adult-use) Commercial Cannabis Operation Permit, in which case the maximum number of Commercial Cannabis

Operation Permits for retailer (adult-use/medical) commercial cannabis operations based in the City shall increase from one to two as stated in Section 5.26.060(B).

Sec. 5.26.080 - Limitations on the City's liability.

To the fullest extent permitted by law, the City shall not assume any liability whatsoever with respect to having issued a Commercial Cannabis Operation Permit pursuant to this chapter or otherwise approving any retailer commercial cannabis operation. As a condition to the approval of any Commercial Cannabis Operation Permit, the applicant shall be required to meet all of the following conditions before they can receive a Commercial Cannabis Operation Permit:

- A. Execution of an agreement, in a form approved by the City Attorney, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the City, and its officers, officials, employees, representatives, and agents harmless, from any and all claims, losses, damages, injuries, liabilities, or losses which arise out of or which are in any way related to the City's issuance of the Commercial Cannabis Operation Permit, the City's decision to approve the retailer commercial cannabis operation, the process used by the City in making its decision, or the alleged violation of any federal, State, or local laws by the retailer commercial cannabis operation or any of its owners, managers, officers, employees, or agents.
- B. Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time by the City Attorney.
- C. Defend and indemnify the City, its elected and appointed officials, employees and attorneys for all costs and expenses, including but not limited to attorneys' fees and court costs, that the City may be required to pay as a result of any legal challenge related to the City's approval of the applicant's Commercial Cannabis Operation Permit, any matter arising from the operations of said cannabis business and/or related to the City's approval of retailer commercial cannabis operations. The City, at its sole discretion, may participate at its own expense in the defense of any such action, but such participation shall neither relieve nor increase any of the obligations imposed on the applicant hereunder.
- D. Provides written authorization to the Operations Officers to conduct reasonable unannounced inspections of the location of the commercial cannabis operation at the reasonable discretion of the City, including but not limited to inspection of security, inventory, and written records and files pertaining to the commercial cannabis operation, for the purposes of ensuring compliance with this chapter and all laws of the City and the State.

Sec. 5.26.090 - Commercial Cannabis Operation Permit term.

- A. Subject to this Section 5.26.090 and Section 5.26.160, the term of each Commercial Cannabis Operation Permit shall be indefinite.
- B. Upon the one (1) year anniversary of the date of issuance for each Commercial Cannabis Operation Permit and every year thereafter, the City Manager shall conduct

a performance review of the permittee to assess compliance with the requirements of this chapter and State law. Within thirty (30) days of the conclusion of the annual performance review of the permittee, the City Manager shall issue a letter of compliance or noncompliance outlining all items to be corrected to ensure full compliance. In the event of any noncompliance, the permittee shall have sixty (60) days to remedy such noncompliance. However, in the event such noncompliance items cannot be reasonably remedied within sixty (60) days, such noncompliance items shall not constitute a serious material violation of any law and/or any rule, regulation, and/or standard adopted pursuant to this chapter subject to suspension or revocation under Section 5.26.160 if the permittee commences correction of such noncompliance items within sixty (60) days and thereafter diligently prosecutes correction of such noncompliance items to completion.

- C. The permittee shall pay a fee in an amount to be set by the City Council via resolution to cover the costs of conducting the performance review, together with any costs incurred by the City to administer the Program created under this chapter.

Section 5.26.100 – Change in location; transfer, updated application information.

- A. A permittee may change the business location specified in a Commercial Cannabis Operation Permit upon submission and approval of a change in location application promulgated, as a ministerial duty, by the City Manager pursuant to regulations adopted under Section 5.26.140 within one-hundred eighty (180) days following the effective date of this chapter. The permittee shall pay an application fee established by resolution of the City Council to cover all costs incurred by the City in the review and processing of change in location applications. The City Manager shall process such change in location applications as a ministerial duty within thirty (30) days of receipt.
- B. An owner of a Commercial Cannabis Operation Permit shall not transfer ownership or control of such Commercial Cannabis Operation Permit to another person unless and until the permittee and transferee obtain an amendment to the Commercial Cannabis Operation Permit that is approved by the City Council upon recommendation from the City Manager stating that the permit may be transferred. A permittee may change the ownership specified in a Commercial Cannabis Operation Permit upon submission and approval of a change in ownership application promulgated, as a ministerial duty, by the City Manager pursuant to regulations adopted under Section 5.26.140 within one-hundred eighty (180) days following the effective date of this chapter. The permittee shall pay an application fee established by resolution of the City Council to cover all costs incurred by the City in the review and processing of change in ownership applications. The City Manager shall process such change in ownership applications as a ministerial duty within thirty (30) days once the City Manager reasonably determines that the transferee passed the background check required for owners and meets all other requirements of this chapter.
- C. Notwithstanding Subsection (B), during the first three years following the issuance of

a Commercial Cannabis Operation Permit, the City Manager shall not process any application to change the ownership or control of a Commercial Cannabis Operation Permit that results in the permittee altering its ownership composition in a manner that would result in the permittee not being entitled to points it was awarded when the permittee was an applicant pursuant to Section 5.26.070. For example, if a permittee received 100 points when it was an applicant for providing documentation that the individual or natural person owner or owners of the applicant (disregarding any intervening or intermediary entity owner or owners of the applicant) with an aggregate ownership interest of ninety (90) percent or more have entered into a collective bargaining agreement with a labor organization that currently represents cannabis workers in the United States effective since at least July 1, 2021, inclusive of renewals (and remaining effective, inclusive of renewals, on the date of the application submission under this Section), the City Manager shall not process or authorize any change in ownership or control of the permittee if the change would result in the permittee being unable to continue to satisfy the aforementioned criteria subsequent to its approval.

- D. Notwithstanding Subsection (B), no Commercial Cannabis Operation Permit may be transferred when the City Manager has notified the permittee that its Commercial Cannabis Operation Permit has been or may be suspended or revoked.
- E. Any attempt to transfer a Commercial Cannabis Operation Permit either directly or indirectly in violation of this Section 5.26.100 is hereby declared void, and such an unpermitted transfer shall be deemed a ground for revocation of the permit.
- F. An applicant or permittee shall notify the City Manager or designee(s) within fifteen (15) calendar days of any material change in the information provided in the applicant or permittee's Commercial Cannabis Operation Permit application or any change in status of compliance with the provisions of this chapter, including any change in ownership or management...

Sec. 5.26.110 - General operating standards and restrictions.

A commercial cannabis operation shall operate in conformance with the following minimum standards, and such standards shall be deemed to be part of the conditions on the permit for a commercial cannabis operation to ensure that its operation is in compliance with State law and this Code, and to mitigate any potential adverse impacts of the commercial cannabis operation on the public health, safety or welfare.

Additional minimum standards may be adopted from time to time either by resolution or ordinance from the City Council, or by the City Manager pursuant to Section 5.26.140.

- A. State Standards. All state requirements and regulations that govern the operation of a commercial cannabis operation, including but not limited to ones related specifically to certain types of commercial cannabis operations, shall apply as minimum requirements and regulations and requirements for commercial cannabis operations within the City of South El Monte, in addition to the requirements and regulations of this chapter and this Code.
- B. Security.

1. General. All cannabis, cannabis products and cash present or kept at the premises shall be securely stored against both unauthorized access as well as theft.
2. Security Cameras.
 - a. Security cameras shall be installed and maintained in good condition, with at least ninety (90) days of digitally recorded documentation in a format approved by the City Manager and the Police Chief.
 - b. The camera and recording system must be of adequate quality, color rendition, and resolution to allow the identification of any individual present at the site of the commercial cannabis operation.
 - c. The cameras shall be in continuous use 24 hours per day, 7 days per week.
 - d. The recording system must be capable of exporting the recorded video in standard MPEG formats to another common medium approved by the City Manager, such as DVD and/or a USB drive.
 - e. The areas to be covered by the security cameras include, but are not limited to, the storage areas, operation areas, all doors and windows, the parking lot, all exterior sides of the property adjacent to the public rights of way, and any other areas as determined by the City Manager and Police Chief.
 - f. Remote log-in information will be provided to the Operations Officers to allow them to view live and recorded security camera images remotely at any time.
3. Alarm System. The location of the commercial cannabis operation shall be alarmed with a centrally-monitored fire and burglar alarm system, and monitored by an alarm company properly licensed by the State Department of Consumer Affairs Bureau of Security and Investigative Services in accordance with Sections 7590, *et seq.* of the State Business and Professions Code, and whose agents are properly licensed and registered under applicable law.
4. Locked Entrances. All entrances into the building housing a commercial cannabis operation shall be locked from the exterior at all times with entry controlled by employees.
5. Windows. All windows on the building that houses the commercial cannabis operation shall be secured against entry from the outside.
6. No employee shall refuse, impede, obstruct or interfere with an inspection conducted pursuant to the authorizations provided by this chapter.

C. Odors.

1. A commercial cannabis operation shall have an air treatment system that ensures off-site odors shall not result from its activities.
2. This requirement at a minimum means that the commercial cannabis operation shall be designed to provide sufficient odor absorbing ventilation and exhaust systems so that any odor generated inside the location of the commercial cannabis operation is not detected outside the building, on adjacent properties or public rights-of-way, or within any other unit located within the same

building as the commercial cannabis operation, if the use only occupies a portion of a building.

D. Authorizations.

1. The Operations Officers shall have the right to enter all areas of the commercial cannabis operation from time to time unannounced for the purpose of making reasonable inspections to observe and enforce compliance with this chapter and all laws of the City and State.
2. Recordings made by security cameras required pursuant to this chapter shall be made available to the Operations Officers upon verbal request; no search warrant or subpoena shall be needed to view the recorded materials.

E. Records.

1. Commercial cannabis operations shall maintain on-site the following records either in paper or electronic form:
 - a. The full name, address, and telephone numbers of the owner and lessee of the property.
 - b. The name, date of birth, address, and telephone number of each employee of the commercial cannabis operation; the date each was hired; and the nature of each employee's participation in the commercial cannabis operation.
 - c. Copies of all required state licenses.
 - d. An inventory record documenting the dates and amounts of cannabis and cannabis products received at the site, the daily amounts of cannabis and cannabis products on the site, and the daily amounts of cannabis and cannabis products leaving the site for any reason, including but not limited to being sold, delivered, or distributed.
 - e. A written accounting of all expenditures, costs, revenues and profits of the commercial cannabis operation, including but not limited to cash and in-kind transactions.
 - f. A copy of all insurance policies related to the operation of the commercial cannabis operation.
 - g. A copy of the commercial cannabis operation's most recent year's financial statement and tax return.
 - h. Proof of a valid and current permit issued by the City in accordance with this chapter, and the equivalent State of California license to operate the commercial cannabis operation. Every commercial cannabis operation shall display at all times during business hours the City permit issued pursuant to the provisions of this chapter, and the equivalent State license, in a conspicuous place so that it may be readily seen by all persons entering the location of the commercial cannabis operation.
2. All records required to be maintained by the commercial cannabis operation must be maintained for no less than seven (7) years and are subject to immediate inspection (consistent with requirements pertaining to qualified patient confidentiality pursuant to applicable State and federal law) upon a

lawful written request by an Operation Officer.

3. A commercial cannabis operation shall report any loss, damage, or destruction of these records to the Operation Officers within twenty-four (24) hours of the loss, damage, or destruction.

F. Site Management.

1. Commercial cannabis operations shall not result in a nuisance or adversely affect the health, welfare, or safety of nearby persons by creating dust, glare, heat, noise, noxious gases, odors, smoke, traffic, vibration, or other impacts, or be hazardous due to use or storage of materials, processes, products or waste. The permittee shall promptly and diligently both prevent as well as eliminate conditions on the site of the commercial cannabis operation that constitute a nuisance.
2. A permittee shall maintain the exterior of the site, including any parking lots under the control of the permittee, free of litter, debris, and trash.
3. The Commercial Cannabis Operation permittee shall properly store and dispose of all waste generated on the site, including chemical and organic waste, in accordance with all applicable laws and regulations.
4. Notwithstanding any provisions of this code to the contrary, the Commercial Cannabis Operation permittee shall remove all graffiti from the site and parking lots under the control of the Commercial Cannabis Operation Permittee within 72 hours of its application.

G. State Board of Equalization Seller's Permit Required.

1. Commercial cannabis operations must obtain a Seller's Permit from the State Board of Equalization as applicable.
2. Such permit shall be displayed in a conspicuous place so that it may be readily seen by all persons entering the location of the commercial cannabis operation.

H. Employees.

1. All employees must submit to fingerprinting and criminal background checks by the City.
 - a. No employee convicted within the last ten years of a felony substantially related to the qualifications, functions or duties of an employee of a commercial cannabis operation (such as a felony conviction for distribution of controlled substances, money laundering, racketeering, etc.) shall be employed by a commercial cannabis operation, unless such employee has obtained a certificate of rehabilitation (expungement of felony record) under State law or under a similar federal statute or state law where the expungement was granted.
 - b. At the request of the commercial cannabis operation, the City Manager and Police Chief shall determine the applicability of this Section to a potential employee within a reasonable period of time after a written request has been made to the City Manager and Police Chief for such determination.
2. All employees must possess a valid government issued (or equivalent) form

of identification containing an identifying photograph of the employee, the name of the employee, the date of birth of the employee, and the residential address of the employee. Color copies of such identification shall be maintained at the location of the commercial cannabis operation. A valid State driver's license will satisfy this requirement.

L. Cannabis Transfer Between Permitted Operations Only.

A commercial cannabis operation shall not transfer cannabis or cannabis products to or from another commercial cannabis operation, unless both operations are in possession of all required State and local licenses and permits.

J. Commercial Cannabis Operation Signage.

1. Signs on the premises shall not obstruct the entrance or the video surveillance system. The size, location, and design of any signage must conform to the sign provisions in this Code.
2. Business identification signage shall be limited to that needed for identification only, consisting of a single window sign or wall sign that shall comply with the appropriate sign requirements within the applicable zoning district.

K. Prohibited Personal Activities.

1. Cannabis Use. No person shall smoke, ingest, or otherwise consume cannabis in any form on, or within 20 feet of, the site of the commercial cannabis operation.
2. Alcohol Use. No person shall possess, consume, or store any alcoholic beverage on the site of the commercial cannabis operation.

L. No Minors. No minor shall be an employee of, or participate in, a commercial cannabis operation in any capacity, including but not limited to, as a manager, employee, contractor, adviser, or volunteer.

M. Exterior Lighting. The exterior of the premises upon which the commercial cannabis operation is operated shall be equipped with and, at all times between sunset and sunrise, shall remain illuminated with fixtures of sufficient intensity and number to illuminate every portion of the property with an illumination level of not less than one foot-candle as measured at the ground level, including, but not limited to, landscaped areas, parking lots, driveways, walkways, entry areas, and refuse storage areas.

N. Building Design. A permittee must maintain the design of the buildings on the site in accordance with the plans that are approved by the City pursuant to this chapter and otherwise approved by the City. No permittee shall modify the buildings on the site contrary to the approved plans, without the approval of the City Manager.

O. Nuisance. A permittee shall take all reasonable steps to discourage and correct conditions that constitute a nuisance in parking areas, sidewalks, alleys and areas surrounding the premises and adjacent properties during business hours if related to the members of the subject commercial cannabis operation.

1. "Reasonable steps" shall include immediately calling the Police Department upon observation of the activity, and requesting that those engaging in activities that constitute a nuisance or are otherwise illegal to cease those activities, unless personal safety would be threatened in making the request.

2. "Nuisance" includes but is not limited to disturbances of peace, open public consumption of cannabis, alcohol or controlled substances, excessive pedestrian or vehicular traffic, including the formation of any pedestrian lines outside the building, illegal drug activity, harassment of those passing by, excessive littering, excessive loitering, illegal parking, excessive loud noises, especially late at night or early in the morning hours, lewd conduct or law enforcement detentions and arrests.
- P. Upon and after receiving possession of a Commercial Cannabis Operation Permit as provided for in this chapter, a permittee shall:
1. Maintain continuing compliance with criminal background check requirements of this chapter by ensuring that:
 - a. Upon the hiring, association or retention of an employee by the commercial cannabis operation, the requirements of Section 5.26 are immediately met for such employee by provision of appropriate documentation to the City Manager; and
 - b. the City Manager and Police Chief are immediately informed in writing of any felony conviction as described in 5.26.110(H) for any current employee.
 2. Maintain continuing compliance with all applicable insurance requirements, including, but not limited to, those imposed by City and this chapter.
- Q. Workforce Plan. A permittee shall implement a workforce plan that includes at least the following provisions:
1. Commitment for thirty percent (30%) of employees to be local hires; this local hiring requirement is satisfied when a permittee shows that it has either hired or made a good faith effort to hire bona fide residents of the City or persons that may establish residency after initial employment with the permittee;
 2. Commitment to offer apprenticeships and/or compensation for continuing education in the field of commercial cannabis operations; and
 3. Paying a living wage to employees. "Living wage" means compensation equivalent to \$20 per hour inclusive of benefits but excluding tips.
- R. Exemption. The regulations contained in this chapter shall not apply to a commercial cannabis operation engaged in the following uses, as long as such use complies strictly with applicable law, including this Code, regulating such use and the location of such use, including, but not limited to, Section 11362.5 of the State Health and Safety Code and Sections 11362.71 *et seq.* of the State Health And Safety Code: A clinic licensed pursuant to Chapter 1 of Division 2 of the State Health and Safety Code; a health care facility licensed pursuant to Chapter 2 of Division 2 of the State Health and Safety Code; a residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the State Health and Safety Code; a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the State Health and Safety Code; and, a residential hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the State Health and Safety Code.

Sec. 5.26.120 – Retailer operating standards and restrictions.

A retailer commercial cannabis operation shall operate in conformance with both Section 5.26.110, as well as the following minimum standards, and such standards shall be deemed to be part of the conditions of the Commercial Cannabis Operation Permit for a retailer commercial cannabis operation to ensure that its operation is in compliance with State law and this Code, and to mitigate any potential adverse impacts of the commercial cannabis operation on the public health, safety or welfare.

Additional minimum standards may be adopted from time to time either by resolution or ordinance from the City Council, or by the City Manager pursuant to Section 5.26.140.

- A. City Permit and State License. No person shall engage in retailer commercial cannabis operations without both a current and valid Commercial Cannabis Operation Permit and a current and valid equivalent State license as provided for under Section 26200 of the State Business and Professions Code, and as may be amended. Retailer (medical-only) commercial cannabis operations shall only sell, dispense, or provide medical cannabis or medical cannabis products to a qualified patient with a written physician's recommendation, a person with an identification card, or a primary caregiver with written documentation attesting to lawful status as a primary caregiver.
- B. State Standards. All state requirements and regulations that govern retailer commercial cannabis operations, including but not limited to the regulations promulgated by the State Department of Cannabis Control, and as may be amended, shall apply as minimum requirements and regulations and requirements for retailer commercial cannabis operations within the City, in addition to the requirements and regulations of this chapter and this Code.
- C. Location and Design Requirements.

Pursuant to the authority delegated by the State to the City under Section 26054(b) of the State Business and Professions Code and overriding the location and design requirements contained in Section 26054(b) of the State Business & Professions Code, retailer commercial cannabis operations in the City shall be subject to the following location and design requirements:

- 1. Retailer commercial cannabis operations shall be a permitted use subject to this chapter on property (1) located more than one-thousand (1,000) feet any retailer commercial cannabis operation permitted under this chapter, alcohol or drug treatment facility, day care center, religious institution, school, or youth center, (2) located more than one-thousand (1,000) feet from the City's jurisdictional boundary or any park or residentially zoned property, and (3) zoned: C (Commercial Zone) or C-M (Commercial-Manufacturing Zone) including any overlay zone districts covering the C (Commercial Zone) or C-M (Commercial-Manufacturing Zone).
- 2. The distances specified in Subsection (C) shall be the horizontal distance measured in a straight line from the parcel line of the sensitive use to the closest parcel line of the lot on which the cannabis retailer is to be located without regard to intervening structures. The 1,000 foot distance specified in Subsection (C) may be reduced to as little as 900 feet by administrative

regulation pursuant to Section 5.26.140 if necessary to allow for issuance of the number of Commercial Cannabis Operation Permits provided by this chapter.

3. Each retailer commercial cannabis operation shall:
 - a. Be constructed in a manner that prevents odors to surrounding uses, and promotes quality design and construction, and consistency with the surrounding properties. Odors from the cannabis retailer shall not be detectable from outside the premises and adequate odor control technology shall be utilized;
 - b. Be provided with adequate electricity, sewerage, disposal, water, fire protection, and storm drainage facilities for the intended purpose; and
 - c. Provide and maintain a neighborhood compatibility plan so the City Manager or designee(s) may find that the cannabis retailer and its operating characteristics are not detrimental to the public health, safety, convenience, or welfare of persons residing, working, visiting, or recreating in the surrounding neighborhood and will not result in the creation of a nuisance.

D. Customers.

1. Prior to dispensing medical cannabis or medical cannabis products to a qualified patient, a retailer commercial cannabis operation shall verify the age and all necessary documentation of each customer to ensure the customer is not under the age of eighteen (18) years and obtain verification from the recommending physician that the person requesting medical cannabis or medical cannabis products is a qualified patient, and shall maintain a copy of the physician recommendation, or identification card, as described in Sections 11362.71 et seq. of the State Health and Safety Code, as may be amended from time to time, on site for period of not less than seven (7) years.
2. Prior to dispensing cannabis or cannabis products to an adult-use customer, a retailer (medical/adult-use) commercial cannabis operation shall verify the age and all necessary documentation of each customer to ensure the customer is not under the age of twenty-one (21) years.

- E. Opaque Packaging. All cannabis or cannabis products sold to a customer shall be prohibited from leaving the site unless placed in opaque packaging which conceals the nature of the product from human vision.
- F. Dispensing and Storage Areas. Entrance to the retailer sales floor and any storage areas shall be locked at all times, and under the control of employees.
- G. Interior Lighting. The premises within which the commercial cannabis operation is operated shall be equipped with and, at all times during which is open to the public, shall remain illuminated with overhead lighting fixtures of sufficient intensity to illuminate every place to which members of the public or portions thereof are permitted access with an illumination of not less than two foot-candles as measured

at the floor level.

- H. Signs. A retailer commercial cannabis operation shall notify customers (verbally or by written agreement) and by posting a notice or notices conspicuously at least 15-point type within permitted premises that state as follows:
1. "The sale or diversion of cannabis or cannabis products without a license issued by persons entering the site, the City of South El Monte is a violation of State law and the South El Monte Municipal Code."
 2. "Secondary sale, barter, or distribution of cannabis or cannabis products purchased from a permittee is a crime and can lead to arrest."
 3. "Customers must not loiter in or near these premises and may not consume cannabis or cannabis products in the vicinity of this business or in any place not lawfully permitted. These premises and vicinity are monitored to ensure compliance."
 4. "WARNING: The use of cannabis or cannabis products may impair a person's ability to drive a motor vehicle or operate heavy machinery."
 5. "CALIFORNIA PROP. 65 WARNING: Smoking of cannabis and cannabis-derived products will expose you and those in your immediate vicinity to cannabis smoke. Cannabis smoke is known by the State of California to cause cancer and reproductive harm."
- I. "No Recommendations On-site. A retailer commercial cannabis operation shall not have a physician or any person licensed to recommend medical cannabis for medical use at the location of the retailer commercial cannabis operation to provide a recommendation or physician's recommendation, for the use of medical cannabis.
- J. Sanitation. A permittee shall establish and implement written procedures that maintain the highest industry standards of sanitation and cleanliness for the operation so as to ensure cannabis and cannabis products sold to the public are free of harmful contaminants.
- K. Training. A permittee shall establish and implement written procedures that provide for the highest industry standards of training for employees.
- L. Prohibited Activities. No cannabis cultivation, testing or manufacturing shall occur within the premises of the retailer operation.
- M. No Alcohol. Retailer commercial cannabis operations shall not hold or maintain a license from the State Department of Alcoholic Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages.
- N. No Lounge or Cafe. Retailer commercial cannabis operations shall not operate as a lounge, cafe or restaurant serving food or drinks for consumption on-site. There shall be no seating area, tables, couches, or chairs for the gathering or congregating of members.
- O. Age Restriction. Minors, except qualified patients or primary caregivers over the age of eighteen (18) years old as verified customers, are prohibited from entering the location of the retailer cannabis operation.
- P. Public Information. The permittee shall make available to customers a list of the rules and regulations governing medical cannabis use and consumption within the City and

recommendations on sensible medical cannabis etiquette.

Sec. 5.26.120.5 – Delivery operating standards and restrictions.

- A. Delivery shall comply with State law at all times.
- B. Security plans developed pursuant to this chapter shall include provisions relating to vehicle security and the protection of employees and product during loading and in transit.
- C. A commercial cannabis operation engaged in delivery shall facilitate the delivery of cannabis or cannabis products with a technology platform owned by or licensed to the delivery-only commercial cannabis operation engaged in delivery that uses point-of-sale technology to track and database technology to record and store the following information for each transaction involving the exchange of cannabis or cannabis products between the commercial cannabis operation engaged in delivery and customer:
 - 1. The identity of the individual dispensing cannabis or cannabis products on behalf of the commercial cannabis operation engaged in delivery;
 - 2. The identity of the customer receiving cannabis or cannabis products from the commercial cannabis operation engaged in delivery;
 - 3. The type and quantity of cannabis or cannabis products dispensed and received;
 - 4. The gross receipts charged by the commercial cannabis operation engaged in delivery and received by the individual dispensing cannabis or cannabis products on behalf of the commercial cannabis operation engaged in delivery for the cannabis or cannabis products dispensed and received; and
 - 5. The location or address where the sale or retail sale took place or closed.
- D. A commercial cannabis operation engaged in delivery shall maintain a database and provide a list of the individuals and vehicles authorized to conduct delivery, and a copy of the valid State driver's license issued to the driver of any such vehicle on behalf of the commercial cannabis operation engaged in delivery to the City Manager.
- E. Individuals making deliveries of cannabis or cannabis products on behalf of the commercial cannabis operation engaged in delivery shall maintain a physical copy of the delivery request (and invoice) and shall make it available upon the request of agents or employees of the City requesting documentation.
- F. During delivery, a copy of the commercial cannabis operation engaged in delivery's Commercial Cannabis Operation Permit and State license shall be in the vehicle at all times, and the driver shall make it available upon the request of agents or employees of the City requesting documentation.
- G. A commercial cannabis operation engaged in delivery shall only permit or allow delivery of cannabis or cannabis products in a vehicle that is (1) insured at or above

the legal requirement in the State; (2) capable of securing (locking) the cannabis or cannabis products during transportation; (3) capable of being temperature controlled if perishable cannabis or cannabis products is being transported; and (4) does not display advertising or symbols visible from the exterior of the vehicle that suggest the vehicle is used for cannabis delivery or affiliated with a commercial cannabis operation engaged in delivery.

- H. A commercial cannabis operation engaged in delivery shall facilitate deliveries with a technology platform owned by or licensed to the commercial cannabis operation engaged in delivery that uses global positioning system technology to track, and database technology to record and store the following information:
1. The time that the individual conducting delivery on behalf of the commercial cannabis operation engaged in delivery departed its premises.
 2. The time that the individual conducting delivery on behalf of the commercial cannabis operation engaged in delivery completed delivery to the customer.
 3. The time that the individual conducting delivery on behalf of the commercial cannabis operation engaged in delivery returned to its premises.
 4. The route the individual conducting delivery on behalf of the commercial cannabis operation engaged in delivery traveled between departing and returning to its premises to conduct delivery.
 5. For each individual delivery transaction, the identity of the individual conducting deliveries on behalf of the commercial cannabis operation engaged in delivery.
 6. For each individual delivery transaction, the vehicle used to conduct delivery on behalf of the commercial cannabis operation engaged in delivery.
 7. For each individual delivery transaction, the identity of the customer receiving cannabis or cannabis products from the commercial cannabis operation engaged in delivery.
 8. For each individual delivery transaction, the type and quantity of cannabis or cannabis products dispensed and received.
 9. For each individual delivery transaction, the gross receipts charged by the commercial cannabis operation engaged in delivery and received by the individual conducting deliveries on behalf of the commercial cannabis operation engaged in delivery for the cannabis or cannabis products dispensed and received.
- I. The individual making deliveries on behalf of the commercial cannabis operation engaged in delivery shall personally verify for each individual delivery transaction the identity of the customer receiving cannabis or cannabis products from the commercial cannabis operation engaged in delivery and (1) for medical cannabis or medical cannabis products to a qualified patient, the age and all necessary

documentation of each customer to ensure the customer is not under the age of eighteen (18) years and obtain verification from the recommending physician that the person requesting medicinal cannabis or medicinal cannabis products is a qualified patient, and shall maintain a copy of the physician recommendation or identification card as described in Sections 11362.71 *et seq.* of the State Health and Safety Code, as may be amended from time to time, on site for period of not less than seven (7) years or (2) for cannabis or cannabis products to an adult-use customer, age and all necessary documentation of each customer to ensure the customer is not under the age of twenty-one (21) years.

Sec. 5.26.130 – Community Benefit Agreement.

The applicant may propose entering into a community benefit agreement in an amount and by terms set by City Council resolution with the City setting forth the terms and conditions under which the facility will operate that is in addition to the requirements of this chapter, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety, and welfare of the City and its residents and visitors.

Sec. 5.26.140 – Administration.

- A. Consistently with stated requirements of this chapter (and in particular not to repeal or constructively repeal this chapter), in addition to any regulations adopted under State law, the City Manager is authorized to establish any additional rules, regulations, and standards governing the issuance or denial of Commercial Cannabis Operation Permits, the ongoing operation of commercial cannabis operations and the City's oversight thereof, or concerning any other subject determined to be necessary to carry out the purposes of this chapter.
- B. Such regulations shall be approved by resolution of the City Council published on the City's website.
- C. Regulations promulgated, by the City Manager, shall become effective upon date of publication. Commercial cannabis operations shall be required to comply with all State and local laws and regulations, including but not limited to any rules, regulations or standards adopted by the City Manager.

Sec. 5.26.150 - Fees.

An application fee set by resolution of the City Council shall be required for formal processing of every application made under this chapter. The City Council is further authorized to pass resolutions to recover any and all fees and costs incurred by the administration and implementation of this chapter through an appropriate fee recovery mechanism to be imposed upon commercial cannabis operations.

Sec. 5.26.160 - Suspension and revocation.

- A. The City Manager is authorized to suspend and/or revoke a Commercial Cannabis Operation Permit issued pursuant to this chapter upon the determination through written findings of a failure to materially comply with any provision of this chapter, any Commercial Cannabis Operation Permit condition, or any agreement or covenant required or made pursuant to this chapter.

- B. Notwithstanding Subsection (A), the City Manager may suspend or revoke a Commercial Cannabis Operation Permit if any of the following occur:
1. The equivalent State license has been suspended or revoked by the State; or
 2. Operations cease for more than one hundred eight (180) consecutive or cumulative days in any one (1) year period; or
 3. Ownership is changed or transferred without complying with Section 5.26.100; or
 4. The commercial cannabis operation fails to maintain required security camera recordings; or
 5. The commercial cannabis operation fails to allow inspection of the security recordings, the activity logs, the records, or of the site by Operations Officers pursuant to this chapter.
- C. Conditions (if any) of suspension or revocation are at the reasonable discretion of the City Manager and may include, but are not limited to, a prohibition on all owners, managers and employees of the suspended or revoked commercial cannabis operation from operating within the City for a period of time set forth in writing and/or a requirement (when operations may resume, if at all, pursuant to the City Manager's reasonable determination) for the holder of the suspended or revoked Commercial Cannabis Operation Permit to resubmit an application for a Commercial Cannabis Operation Permit pursuant to the requirements of this chapter.

Sec. 5.26.170 – Appeals.

Any decision regarding the City Manager's suspension or revocation of a Commercial Cannabis Operation Permit pursuant to Section 5.26.160 may be appealed to the City Council by a permittee or interested party as follows:

- A. If the appellant wishes to appeal a decision to the City Council, the appellant must file a written appeal with the City Clerk within ten (10) calendar days of the decision. The written appeal shall specify the person making the appeal, the decision appealed from, state the reasons for the appeal, and include any evidence in support of the appeal which the applicant seeks to be considered by the City Council.
- B. Notice of the time and place of an appeal hearing shall be providing to the appellant within thirty (30) days of receipt by the City Clerk of the written appeal.
- C. The appeal hearing shall be held within sixty (60) days of the filing of the written appeal with the City Clerk, unless the 60 day time limit is waived by the appellant, or unless the City Council continues the appeal hearing date for good cause and upon written notification to the appellant.
- D. The City Council shall review the facts of the matter, written documents submitted for review, the basis for making the decision which is under appeal, and then determine whether the appealed decision should be reversed or affirmed. The determination made shall be in writing, shall set forth the reasons for the determination, and shall be final.
- E. The provisions of Section 1094.6 of the Code of Civil Procedure sets forth the procedure for judicial review of any final determination. Parties seeking such judicial review shall file such action within ninety (90) days of a determination being made final.

Sec. 5.26.180 – Violations and penalties; public nuisance.

- A. Any material violation of the provisions of this chapter is punishable as a misdemeanor or an infraction, at the discretion of the City Attorney, pursuant to Chapters 1.14 and 1.16 of this Code, except for as preempted by State law and material any violation of the provisions of this chapter is subject to administrative citation, at the reasonable discretion of the City, pursuant to Chapters 1.14 and 1.16 of this Code.
- B. Public Nuisance Abatement.
 - 1. Any commercial cannabis operation that is conducted in material violation of any provision of this chapter is hereby declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation, in accordance with the procedures set forth in Chapter 8.36 of this Code.
 - 2. All costs to abate such public nuisance, including attorneys' fees and court costs, shall be paid by the person causing the nuisance, including the commercial cannabis operation and the property owner where the nuisance is occurring.
- C. The remedies described in this section are not mutually exclusive. Pursuit of any one remedy shall not preclude City from availing itself of any or all available administrative, civil, or criminal remedies, at law or equity.
- D. Any material violation of the provisions of this chapter shall constitute a separate offense for each and every day during which such violation is committed or continued.

Sec. 5.26.190 - Service of notices.

Any notice required by this chapter is deemed issued and served upon the earliest date that either: the notice is deposited in the United States mail, postage pre-paid, addressed to the most recent mailing address provided to the City pursuant to the requirements of this chapter; or, the date upon which personal service of the notice is provided to a responsible party.

Sec. 5.26.200 - Prohibitions.

- A. Any commercial cannabis operation in violation of this chapter, or any other applicable State law is expressly prohibited.
- B. It is unlawful for any commercial cannabis operation in the City, or any agent, employee or representative of such commercial cannabis operation, to permit any breach of peace or any disturbance of public order or decorum by any tumultuous, riotous or disorderly conduct at the site of the commercial cannabis operation.

Sec. 5.26.210 - Nonconforming use.

No use which purports to have engaged in commercial cannabis operations of any nature prior to the enactment of this chapter shall be deemed to have been a legally established use under the provisions of this Code, or any other City ordinance, rule or regulation, and such use shall not be entitled to claim legal nonconforming status.

Sec. 5.26.220 – Exceptions

- A. To the extent that the following activities are permitted by state law, nothing in this chapter shall prohibit a person twenty-one (21) years of age or older from:
 - 1. Possessing, processing, purchasing, transporting, obtaining or giving away to persons twenty-one (21) years of age or older, without compensation

whatsoever, not more than twenty-eight and one-half (28.5) grams of cannabis not in the form of concentrated cannabis;

2. Possessing, processing, purchasing, transporting, obtaining or giving away to persons twenty-one (21) years of age or older, without compensation whatsoever, up to eight grams of cannabis in the form of concentrated cannabis;
3. Possessing, transporting, purchasing, obtaining, using, manufacturing, or giving away cannabis accessories to persons twenty-one (21) years of age or older without compensation whatsoever; or
4. Engaging in the indoor cultivation of six (6) or fewer live cannabis plants within a single private residence or inside an accessory structure located upon the grounds of a private residence that is fully enclosed and secured, to the extent such cultivation is authorized by Sections 11362.1 and 11362.2, of the State Health and Safety Code, as may be amended from time to time.

- B. This chapter shall also not prohibit any commercial cannabis operations that the City is required by law to permit within its jurisdiction pursuant to State law.

Sec. 5.26.230 – Operative date.

This chapter shall be operative ten (10) days after the date that the City Council declares that a majority of the City's voters voting at the November 8, 2022, election have voted in favor of this chapter at such election.

Sec. 5.26.240 - Severability.

If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this chapter is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter. The people of the City of South El Monte hereby declare that they would have adopted this chapter and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

Sec. 5.26.250. City Council Authority to Amend.

The City Council has the right and authority to amend this chapter, with the exception of Section 5.26.060 (which may only be amended (i) if ordered to do so by a court of competent jurisdiction as a judicial remedy or (ii) by a vote of the People of the City), to further its purposes and intent (including but not limited to amendment for more efficient administration as determined by the City Council), in any manner that does not increase a tax rate, or otherwise constitute a tax increase for which voter approval is required by Article XIII C of the California Constitution, pursuant to Elections Code Section 9217.

Sec. 5.26.260. City Councilmember Conflicts of Interest.

Notwithstanding any other provision of this Chapter, prior to participating in any decision relating to a cannabis business, each city councilmember shall do all of the following

1. Disclose on the record any financial interest in the cannabis business that is subject to the decision.
2. Disclose on the record any campaign contributions and benefits or gifts received from the cannabis business that is subject to the decision.

3. Disclose on the record any ex parte communications that the city councilmember may have had with a cannabis business that is the subject of the decision.
4. Each city councilmember shall warrant and represent, on the record and in a form approved by the City Council, that they have complied with these requirements and all applicable law.

If it is later determined that a city councilmember has not complied with the above requirements or if it is determined that a city councilmember has violated applicable law, then the city councilmember is disqualified from all decisions relating to the cannabis business subject to the decision. The requirements of this Section 5.26.260 shall be in addition to any applicable law, including, without limitation, the California Political Reform Act and the related regulations of the Fair Political Practices Commission.”

SECTION 3. REPEAL OF CHAPTER 17.31. Chapter 17.31 of Title 17 of the City Municipal Code is hereby repealed in its entirety.

SECTION 4. AMENDMENT TO SECTION 17.18.030(O). Section 17.18.030(O) of Chapter 17.18 of Title 17 of the South El Monte Municipal Code is hereby repealed in its entirety.

SECTION 5. ADDITION OF SECTION 9.08.045. Section 9.08.045 shall be added to Chapter 9.08 of Title 9 of the South El Monte Municipal Code as follows:

“This Chapter shall not apply to a retailer commercial cannabis operation permitted pursuant to Chapter 5.26 of Title 5 of this Code.”

SECTION 6. AMENDMENT TO SECTION 17.14.030. Section 17.14.030 of Chapter 17.14 of Title 17 of the City Municipal Code is hereby amended by adding Subsection (S) as follows:

“Retailer commercial cannabis operations in accordance with Chapter 5.26 of Title 5 of this Code.”

SECTION 7. AMENDMENT TO SECTION 17.16.030. Section 17.16.030 of Chapter 17.16 of Title 17 of the City Municipal Code is hereby amended by adding Subsection (F) as follows:

“Retailer commercial cannabis operations in accordance with Chapter 5.26 of Title 5 of this Code.”

SECTION 8. SENSITIVE USES. The People of the City find that the definitions of the sensitive uses (alcohol or drug treatment facilities, day care centers, parks, religious institutions, schools, and youth centers) under the amendment to Chapter 5.26 of the City Municipal Code in this Ordinance are subject to some degree of interpretation. However, the People of the City also find that certainty regarding the identification of sensitive uses (alcohol or drug treatment facilities, day care centers, parks, religious institutions, schools, and youth centers) under the amendments to Chapter 5.26 of the City Municipal Code in this Ordinance is required to carry out the purpose and intent of the Ordinance so the that People, the City, and prospective applicants can clearly identify where and where not lawful retailer commercial cannabis operations under this Ordinance may be located. Accordingly and pursuant to the authority delegated by the State to the People of the City under Section 26054(b) of the State Business and Professions Code and overriding the location and design requirements contained in Section 26054(b) of the State Business and Professions Code, the sensitive uses established by resolution of the City Council (including alcohol or drug treatment facilities, day care centers, parks, religious institutions, schools, and youth centers) and only those sensitive uses shall be considered under the amendment to Section 5.26.070 of the City Municipal Code in this Ordinance for the purpose of the initial establishment of retailer commercial cannabis operations pursuant to the initial iteration of the retailer commercial cannabis operations application procedure

under the amendment to Section 5.26.070 of the City Municipal Code in this Ordinance (to include any review and scoring of any applications pursuant to the objective review criteria and quantitative evaluation scale under the amendment to Section 5.26.070 of the City Municipal Code in this Ordinance). Only following the initial iteration of the retailer commercial cannabis operations application procedure and the initial issuance of Commercial Cannabis Operation Permits under the amendment to Section 5.26.070 of the City Municipal Code in this Ordinance, and except as otherwise provided by the City Council resolution, may the City Manager designee reinterpret the list of sensitive uses for the purpose of subsequent iterations of the retailer commercial cannabis operations application procedure under the amendment to Section 5.26.070 of the City Municipal Code in this Ordinance and change in location applications under the amendment to Section 5.26.130 of the City Municipal Code in this Ordinance.

SECTION 9. AMENDMENT TO SECTION 5.04.045. Section 5.04.045 of Title 5 of the South El Monte Municipal Code is hereby amended to add “Retailer (Type 10) Commercial Cannabis Operations (Medical / Adult-Use / Non-Medical) in accordance with Chapter 5.26 of Title 5 of this Code” as a new item number 9 to the list of businesses, occupations, or other activities requiring licenses in the City as set forth in Los Angeles County Code Section 7.04.010 as amended by South El Monte Municipal Code Section 5.04.045, and to renumber existing items 9 through 45 of the list accordingly.

SECTION 10. ADDITION OF CHAPTER 3.40 (CANNABIS BUSINESS TAX). Chapter 3.40 (Cannabis Business Tax) is hereby added to Title 3 (Revenue and Finance) of the South El Monte Municipal Code, to read in its entirety as follows:

“CHAPTER 3.40 CANNABIS BUSINESS TAX

Section 3.40.010. Definitions.

Section 3.40.020. Tax.

Section 3.40.030. Operation of Tax.

Section 3.40.040. Returns and Remittances.

Section 3.40.050. Failure to Pay Tax.

Section 3.40.060. Refunds and Claims.

Section 3.40.070. Enforcement.

Section 3.40.080. Debts; Deficiencies; Determinations; Hearings.

Section 3.40.090. Operative Date.

Section 3.40.100. City Council Authority to Amend.

Section 3.40.110. City Councilmember Conflicts of Interest.

Sec. 3.40.010. Definitions.

The following definitions apply to this chapter unless the context clearly denotes otherwise. Terms not defined herein shall be given the definitions set forth in Chapter 5.26 of this Code.

- A. “Cannabis” shall have the meaning set forth in Section 5.26.030 of this Code.
- B. “Cannabis products” shall have the meaning set forth in Section 5.26.030 of this Code.

- C. "City" means the City of South El Monte.
- D. "Code" shall mean the South El Monte Municipal Code.
- E. "Commercial cannabis operation" shall have the meaning set forth in Section 5.26.030 of this Code. "Commercial cannabis activity" and "cannabis business" shall be synonymous with "commercial cannabis operation."
- F. "Cultivation" shall have the meaning set forth in Section 5.26.030 of this Code.
- G. "Delivery" shall have the meaning set forth in Section 5.26.030 of this Code.
- H. "Distribution" shall have the meaning set forth in Section 5.26.030 of this Code.
- I. "Distributor" shall have the meaning set forth in Section 5.26.030 of this Code.
- J. "Edible" shall have the meaning set forth in Section 5.26.030 of this Code.
- K. "City Manager" means the City's City Manager, or his or her designee.
- L. "Location" shall have the meaning set forth in Section 5.26.030 of this Code.
- M. "Manufacture" or "manufacturing" shall have the meaning set forth in Section 5.26.030 of this Code.
- N. "Manufactured cannabis" means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, an edible product, or a topical product.
- O. "Manufacturer" shall have the meaning set forth in Section 5.26.030 of this Code.
- P. "Marijuana" has the same definition as "cannabis."
- Q. "Operation" means a "commercial cannabis operation."
- R. "Permit," or "local permit" means a Commercial Cannabis Operation Permit, as that term is defined in Section 5.26.030 of this Code.
- S. "Person" shall have the meaning set forth in Section 5.26.030 of this Code.
- T. "Proceeds" means total amount of gross revenue actually received or receivable by a commercial cannabis operation from all sales of goods of any kind, including but not limited to cannabis and cannabis products; the total amount of compensation actually received or receivable for the performance of any act or service whatever nature it may be, including but not limited to commercial cannabis activity, from which a charge is made or credit allowed, whether such service is done singly and/or as part of or in connection with the sale of materials; goods, wares or merchandise; discounts, rents, royalties, fees, commissions, dividends or other gains. Proceeds includes all receipts, cash, credits and property of any kind or nature, consideration of any nature, without any deduction therefrom on account of the cost of property sold, the cost of materials used, labor or services costs, interest paid or payable or losses or other expenses or deduction whatsoever. Excluded from Proceeds are any taxes required by law to be added to the purchase and collected from the consumer or purchaser, such part of the sales price of any property returned by the purchaser to the seller as refunded by the seller by way of cash or credit allowances or return of refundable deposits previously included in Proceeds. Proceeds may also exclude such other amounts that may be permitted by the City Manager as not being included in Proceeds pursuant to administrative rulings or instructions provided by the City Manager. "Proceeds" is intended to include all gross revenue of the commercial operation

whether for commercial cannabis activities or other activities (e.g., revenue from sales of other goods at the location).

- U. “Retailer” means a person engaged in the retail sale or delivery of cannabis or cannabis products to a customer. A retailer may be a storefront or non-storefront retailer.
- V. “Space utilized as cultivation area” shall mean any space or ground, floor or other surface area (whether horizontal or vertical) which is used during the cannabis germination, seedling, vegetative, pre-flowering, flowering and/or harvesting phases, including without limitation any space used for activities such as growing, planting, seeding, germinating, lighting, warming, cooling, aerating, fertilizing, watering, irrigating, topping, pinching, cropping, trimming, curing or drying cannabis or any such space available for or used for storing any products, supplies or equipment related to any such activities, no matter where such storage may take place or such storage space may be located. “Space used as cultivation area” shall include space used to cultivate cannabis plants on platforms and stack them in multiple layers on top of each other (i.e., vertical cultivation). “Space utilized as cultivation area” shall be calculated in square feet and measured using clearly identifiable and/or apparent boundaries, including all of the space within the boundaries. Such space may be noncontiguous but each unique area included in the total calculation shall be separated by an identifiable and/or apparent boundary, including but not limited to, interior walls, shelves, and greenhouse walls, nursery wall or canopy walls, hoop house walls, garden benches, hedgerows, fencing, garden beds, or garden plots. “Space used as cultivation area” includes space which is immediately available for the activities described herein even if not being used at the time of determination. The City Manager shall determine the “space utilized as cultivation area” during the initial Term of the operation, and at least annually thereafter.
- W. “Tax” means the commercial cannabis tax and commercial cannabis cultivation tax imposed by this chapter.
- X. “Term” means such term or period of time as may be designated by the City Manager for reporting or payment of tax, provided, however, that if no such term is designated, Term shall mean a calendar month (meaning that the annual tax shall be divided by 12 for the appropriate fiscal year). Notwithstanding the foregoing, the Term for payment of tax may be set on a monthly, quarterly, semi-annual or annual basis by the City Manager. Taxes may be prorated to the extent the City Manager provides for a term other than that specified above, to the extent a commercial cannabis operation commences on a date other than the first date of a Term, upon cessation of the business, or for other appropriate reasons.
- Y. “Testing laboratory” shall have the meaning set forth in Section 5.26.030 of this Code.

Sec. 3.40.020. Tax.

- A. Commercial Cannabis Tax (non-cultivation). Every person conducting a commercial cannabis operation other than cultivation in the City, regardless of whether such operation has a valid permit pursuant to this Code, shall pay, on a per-Term basis, a commercial cannabis tax (non-cultivation) of not more than eight percent (8%) of the proceeds of the commercial cannabis operation.
- B. Commercial Cannabis Cultivation Tax. Every person conducting a commercial cannabis operation involving cultivation in the City, regardless of whether such

operation has a valid permit pursuant to this Code, shall pay a maximum commercial cannabis cultivation tax of no more than twenty-five dollars (\$25) per square foot per fiscal year (July 1 to June 30) for space utilized as cultivation area. Notwithstanding the foregoing, taxes imposed on space utilized as cultivation area shall be adjusted annually on July 1 of each year, commencing July 1, 2023, after the date of imposition based on changes in the Consumer Price Index ("CPI") for all urban consumers in the Los Angeles-Long Beach-Anaheim areas (or similar index) as published by the United States Government Bureau of Labor Statistics for the prior calendar year; provided, however, no adjustment shall decrease any maximum tax imposed by this chapter.

- C. Purpose of Tax. The revenue generated by the commercial cannabis tax and the commercial cannabis cultivation tax may be spent for unrestricted general revenue purposes.
- D. Intent of Tax. The taxes provided for in this chapter do not authorize any commercial cannabis operation or use that is not otherwise expressly allowed by this Code. The taxes provided for in this chapter are intended to both allow the City to levy the taxes on commercial cannabis operations and uses that are authorized or allowed in the City as of the date of enactment of this chapter and to provide the City with the ability to levy the taxes on potential future commercial cannabis operations and uses that may after enactment of this chapter be allowed in the City by local ordinance or initiative. The taxes imposed by this chapter are in addition to all other applicable taxes imposed by this Code, including, but not limited to, the sales and use tax imposed by Chapter 3.04 of Title 3 and the business license fees imposed by Chapter 5.04 of Title 5.
- E. Automatic Maximum Rates. The tax rates of the commercial cannabis tax (non-cultivation) and the commercial cannabis cultivation tax shall automatically be set at the maximum rates specified in this chapter each July 1 unless established otherwise at a lower rate by resolution or ordinance of the City Council.
- F. Authority to Levy Tax at Lower than Maximum Authorized Rate. The City Council may, at any time, by resolution or ordinance and without voter approval, levy the tax at any rate lower than the maximum rate authorized by this chapter; provided, however, the maximum tax rate permitted to be levied without further voter approval shall be and remain the maximum tax rate set forth in this chapter.
- G. Future Exemptions, Exceptions, Penalties and Interest Permitted. The City Council may establish exemptions, incentives, or other reductions, and penalties and interest charges or determinations of tax due for failure to pay the tax in a timely manner, as otherwise allowed by this Code or California law. No action by the City Council under this section shall prevent it from later increasing the tax or removing any exemption, incentive, or reduction, and thereby restoring the maximum tax specified in this chapter.

Sec. 3.40.030. Operation of Tax.

- A. Failure to pay the taxes set forth in this chapter shall be subject to penalties, interest charges, and determinations of tax due as set forth in this chapter and as the City Council may establish, and the City may use any or all other enforcement remedies provided for in this Code, or pursuant to state law.
- B. The payment of the tax required pursuant to this chapter shall not be construed as authorizing the conduct or continuance of any illegal business or of a legal business

in an illegal manner. Nothing in this chapter shall be construed to authorize commercial cannabis operations.

- C. Taxes provided for hereunder are not sales or use taxes and shall not be calculated or assessed as such. The taxes shall not be separately identified or otherwise specifically assessed or charged to any individual, consumer or customer; rather, the taxes are imposed upon the commercial cannabis operation.
- D. The City Manager shall promulgate rules, regulations, and procedures to implement and administer this chapter to ensure the efficient and timely collection of the tax imposed by this chapter, including without limitation, formulation and implementation of penalties and interest to be assessed for failure to pay the tax as provided.

Sec. 3.40.040. Returns and Remittances.

The tax shall be due and payable as follows:

- A. Each person owing tax, within 45 days (or such other period as may be established by the City Manager) after the conclusion of each Term, shall prepare and submit a tax return to the City Manager. The tax return shall include all information necessary to determine the amount of tax owed for the subject Term, including the proceeds of the commercial cannabis operation (for all operations other than cultivation) and the total square footage of space utilized as cultivation area, for cultivation operations. At the time the tax return is filed, the full amount of the tax owed for the preceding term shall be remitted to the City. Where the Term is set on an annual basis, the City Manager may require prorated payments or estimated tax payments on more frequent intervals during the Term, as such intervals may be established by the City Manager.
- B. All tax returns shall be completed on forms provided by the City Manager.
- C. Tax returns and payments for all outstanding taxes owed the City are immediately due to the City Manager upon cessation of business of a commercial cannabis operation for any reason or upon sale of a commercial cannabis operation.
- D. Whenever any payment, statement, report, request or other communication received by the City Manager is received after the time prescribed by this section for the receipt thereof, but is in an envelope bearing a postmark showing that it was mailed on or prior to the date prescribed in this section for the receipt thereof, or whenever the City Manager is furnished substantial proof that the payment, statement, report, request, or other communication was in fact deposited in the United States mail on or prior to the date prescribed for receipt thereof, the City Manager may regard such payment, statement, report, request, or other communication as having been timely received. If the due date falls on a date the City Hall is closed, or on a Saturday, Sunday, or federal holiday, the due date shall be the next regular business day on which the City Hall is open to the public following the due date.
- E. Unless otherwise specified in this chapter, taxes shall be deemed delinquent if not paid on or before the due date pursuant to this section.
- F. The City Manager is not required to send a delinquency or other notice or bill to any person subject to payment of tax pursuant to this chapter, and failure to send such notice or bill shall not affect the validity of any tax or penalty due under this chapter.

Sec. 3.40.050. Failure to Pay Tax.

Any person who fails or refuses to pay any tax required to be paid pursuant to this chapter on or before the due date shall pay penalties and interest as follows:

- A. A penalty of no more than twenty-five percent (25%) of the amount of tax remaining unpaid (in addition to the amount of unpaid tax), plus interest on the unpaid tax calculated from the due date of the tax at a rate not to exceed twelve percent (12%) per year (or one percent (1%) per month), and these penalties and interest rates will automatically be set at the maximum amounts unless established otherwise as a lower amount by resolution of the City Council.
- B. Whenever a check is submitted in payment of a tax and the check is subsequently returned unpaid by the bank upon which the check is drawn, and the check is not redeemed prior to the due date, the taxpayer will be liable for the tax amount due plus penalties and interest as provided for in this section, as well as any other amount allowed under state law.
- C. The tax due shall be that amount due and payable from the operative date of this chapter.
- D. The City Manager may waive the penalties of up to twenty-five percent (25%) each imposed upon any person if:
 - 1. The person provides evidence satisfactory to the City Manager that failure to pay timely was due to circumstances beyond the control of the person and occurred notwithstanding the exercise of ordinary care and the absence of willful neglect, and the person paid the delinquent tax and accrued interest owed the City prior to applying to the City Manager for a waiver.
 - 2. The waiver provisions specified in this subsection shall not apply to interest accrued on delinquent tax, and a waiver shall be granted no more than once during any twenty-four month period for any given payor of commercial cannabis tax (non-cultivation), and no more than once during any five (5) year period for any given payor of commercial cannabis cultivation tax.

Sec. 3.40.060. Refunds and Claims.

- A. No refund or claim shall be made of any tax collected pursuant to this chapter, except as provided in this section.
- B. No refund of any tax collected pursuant to this chapter shall be made because of the discontinuation, dissolution, or other termination of an operation.
- C. Any person entitled to a refund of taxes paid pursuant to this chapter may elect in writing to have such refund applied as a credit against cannabis business taxes for the next term.
- D. Whenever the amount of any tax, penalty, or interest has been overpaid, paid more than once, or has been erroneously or illegally collected or received by the City under this chapter, such amount may be refunded to the claimant who paid the tax, provided that a written claim for refund is filed with the City Manager if the claim is equal to or less than \$5,000 and the City Council if the claim is more than \$5,000. Refund claims must be filed as set forth above within one year of the subject tax payment pursuant to Government Code Section 911.2. Each person requesting a refund or making a claim shall file the claim as provided herein. The submission of a written

claim, which shall be acted upon by the City Manager if less than or equal to \$5,000 or the City Council if more than \$5,000, shall be a prerequisite to suit thereon. (See Section 935 of the California Government Code). The City Manager, or the City Council where the claim is in excess of \$5,000, shall act upon the refund claim within the time period set forth in Government Code Section 912.4. If the City Council fails or refuses to act on a refund claim within the time prescribed by Government Section 912.4, the claim shall be deemed to have been rejected by the City Council on the last day of the period within which the City Council was required to act upon the claim as provided in Government Code Section 912.4. The City Manager or City Clerk or other officer charged with such duty shall give notice of the action in a form that substantially complies with that set forth in Government Code Section 913. To the extent allowed by law, nothing herein shall permit the filing of a claim on behalf of a class or group of taxpayers unless each member of the class has submitted a written claim as provided by this Section 3.40.060.

- E. The City Manager shall have the right and authority to examine and audit all the books and business records of the claimant in order to determine the eligibility of the claimant to the claimed refund. No claim for refund shall be allowed if the claimant therefor refuses to allow such examination of claimant's books and business records after request by the City Manager to do so. The authorization herein shall extend to any agent hired by the City to audit the books, including an independent auditor.
- F. In the event that the tax was erroneously paid and the error is attributable to the City, the entire amount of the tax erroneously paid shall be refunded to the claimant. If the error is attributable to the claimant, the City shall retain the amount set forth in this chapter from the amount to be refunded to cover expenses.
- G. The City Manager shall initiate a refund of any tax which has been overpaid or erroneously collected whenever the overpayment or erroneous collection is revealed by a City audit of tax receipts. In the event that the tax was erroneously paid and the error is attributable to the City, the entire amount of the tax erroneously paid shall be refunded to the claimant. If the error is attributable to the claimant, the City shall retain the amount set forth in this chapter from the amount to be refunded to cover expenses.

Sec. 3.40.070. Enforcement.

- A. It shall be the duty of the City Manager to enforce each and all of the provisions of this chapter.
- B. For purposes of administration and enforcement of this chapter generally, the City Manager, with the assistance of the City Attorney, may from time to time promulgate administrative rules and regulations.
- C. The City Manager shall have the power to audit and examine all books and records of operations as well as persons engaged in the conducting of an operation, including both state and federal income tax returns, California sales tax returns, logs, receipts, bank records, or other evidence documenting the proceeds of the operation and/or space utilized as cultivation area, or persons engaged in the conduct of an operation, for the purpose of ascertaining the amount of tax, if any, required to be paid by the provisions of this chapter, and for the purpose of verifying any statements or any item thereof when filed by any person pursuant to this chapter. If such operation or person, after written demand by the City Manager, refuses to make available for audit, examination or verification such books, records, or equipment as the City Manager

requests, the City Manager may, after full consideration of all information within the City Manager's knowledge concerning the operation and activities of the person so refusing, make a determination of tax due in the manner provided in Section 3.40.080.

- D. The City Manager shall have the power to enter upon the premises upon reasonable notice to the commercial cannabis operation at least once per Term for the purposes of determining space utilized as cultivation area, to review items requested in subsection C of this section or as otherwise needed for enforcement of this chapter.
- E. The conviction and punishment of any person for failure to pay the required tax shall not excuse or exempt such person from any civil action for the tax debt unpaid at the time of such conviction. No civil action shall prevent a criminal prosecution for any violation of the provisions of this chapter or of any state law requiring the payment of all taxes.
- F. Any person violating any provision of this chapter or any regulation or rule passed in accordance herewith, or knowingly or intentionally misrepresenting to any officer or employee of the City any material fact, either concerning the operation and administration of this chapter, or as provided for in this chapter, shall be deemed guilty of a misdemeanor. Notwithstanding the foregoing, the City Attorney/Prosecutor, in his or her discretion, may elect to charge and prosecute any violation as an infraction in lieu of a misdemeanor or to not charge and prosecute at all.

Sec. 3.40.080. Debts; Deficiencies; Determinations; Hearings.

- A. The amount of any tax, penalties, and interest imposed by this chapter shall be deemed a debt to the City, and any person conducting an operation without also making payment to the City of the taxes, penalties and interest imposed by this chapter shall be liable in an action in the name of the City in any court of competent jurisdiction for the full amount of the tax, and penalties and interest owed by such operation.
- B. If the City Manager is not satisfied that any statement filed as required by this chapter is correct, or that the amount of tax is correctly computed, the City Manager may compute and determine the amount to be paid and make a deficiency determination upon the basis of the facts contained in the statement or upon the basis of any information in his or her possession or that may come into his or her possession. One or more deficiency determinations of the amount of tax due for a period or periods may be made. When a person ceases or discontinues an operation, a deficiency determination may be made at any time within three years thereafter as to any liability arising from engaging in such business whether or not a deficiency determination is issued prior to the date the tax would otherwise be due.
- C. Under any of the following circumstances, the City Manager may make and give notice of a determination of the amount of tax owed by a person under this chapter:
 - 1. If the person has not filed any statement or return required by this chapter.
 - 2. If the person has not paid any tax due under the provisions of this chapter.
 - 3. If the person has not, after demand by the City Manager, filed a corrected statement or return, or furnished to the City Manager adequate substantiation of the information contained in a statement or return already filed, or paid any additional amount of tax due under this chapter.
 - 4. If the City Manager determines that the nonpayment of any tax due under this chapter is due to fraud, a penalty of twenty-five percent (25%) of the amount

of the tax shall be added thereto in addition to penalties and interest otherwise stated in this chapter.

5. The notice of determination shall separately set forth the amount of any tax known or estimated by the City Manager, after consideration of all information within his or her knowledge concerning the business and activities of the person assessed, to be due under this chapter, and such notice shall include the amount of any penalties or interest accrued on each amount to the date of the notice of determination.
6. The notice of determination shall be served upon the person either by handing it to him or her personally, or by a deposit of the notice in the United States mail, postage prepaid thereon, addressed to the person at the address of the location of the business appearing on the face of the business tax certificate issued under this Code or to such other address as such person shall register with the City Manager for the purpose of receiving notices provided under this chapter; or, should the person have no business tax certificate issued and should the person have no address registered with the City Manager for such purpose, then to such person's last known address. For the purposes of this section, a service by mail is complete at the time of deposit in the United States mail.

D. Within ten days after the date of service of a notice of determination of the amount of tax owed by a person under this chapter, or other determination of the City Manager pursuant to subsection (C)(5) of this section, the person may apply in writing to the City Manager for a hearing on the determination. If application for a hearing before the City is not timely made, the tax assessed by the City Manager shall become final. The procedures for such a hearing shall be conducted as required by law and as follows:

1. The City Council delegates its authority to conduct such a hearing on the determination to an independent hearing officer. The compensation of the hearing officer shall not depend on any particular outcome of the appeal. The hearing officer shall have full authority and duty to preside over the hearing on the determination in the manner set forth herein and as required by law.
2. Within 30 days of the receipt of any such application for hearing, the City Manager shall cause the matter to be set for hearing before the independent hearing officer, unless a later date is agreed to by the City Manager and the person requesting the hearing.
3. Notice of the hearing shall be given by the City Manager to the person requesting the hearing not later than five days prior to the date of the hearing. For good cause, the hearing officer may continue the administrative hearing from time to time. At the hearing, the applicant may appear and offer evidence to show why the determination of the City Manager should not be confirmed and fixed as the tax due or the other determination of the City Manager pursuant to subsection (C)(5). In conducting the hearing, the hearing officer shall not be limited by the technical rules of evidence. Failure of the person who applied for a hearing on the determination to appear shall not affect the validity of the proceedings or order issued thereon.
4. Upon conclusion of the hearing, or no later than 10 days after the conclusion of the hearing, the hearing officer shall determine and reassess the proper tax

to be charged or make such other determination as provided in subsection (C)(5) and shall give written notice to the person in the manner prescribed in this chapter for giving notice of determination, and the hearing officer shall submit its decision and the record to the City Clerk. The decision of the hearing officer shall be final.

5. The provisions of this section apply to any decision, deficiency determination, assessment, or other decision or ruling of the City Manager, except decisions made pursuant to Section 3.40.060 (Refunds and Claims). Any person aggrieved by any decision subject to this section shall comply with the hearing procedure of this section. Pursuant to Government Code Section 935(b), compliance with this section shall be a prerequisite to a suit thereon. To the extent allowed by law, nothing herein shall permit the filing of a claim or action on behalf of a class or group of taxpayers.

Sec. 3.40.090. – Operative date.

This chapter shall be operative ten (10) days after the date that the City Council declares that a majority of the City's voters voting at the November 8, 2022, election have voted in favor of this chapter at such election.

Sec. 3.40.100. City Council Authority to Amend.

The City Council has the right and authority to amend this chapter, to further its purposes and intent (including but not limited to amendment for more efficient administration as determined by the City Council), in any manner that does not increase a tax rate, or otherwise constitute a tax increase for which voter approval is required by Article XIII C of the California Constitution, pursuant to Elections Code Section 9217.

Sec. 3.40.110. City Councilmember Conflicts of Interest.

Notwithstanding any other provision of this Chapter, prior to participating in any decision relating to a cannabis business, each city councilmember shall do all of the following

1. Disclose on the record any financial interest in the cannabis business that is subject to the decision.
2. Disclose on the record any campaign contributions and benefits or gifts received from the cannabis business that is subject to the decision.
3. Disclose on the record any ex parte communications that the city councilmember may have had with a cannabis business that is the subject of the decision.
4. Each city councilmember shall warrant and represent, on the record and in a form approved by the City Council, that they have complied with these requirements and all applicable law.

If it is later determined that a city councilmember has not complied with the above requirements or if it is determined that a city councilmember has violated applicable law, then the city councilmember is disqualified from all decisions relating to the cannabis business subject to the decision. The requirements of this Section 3.40.110 shall be in addition to any applicable law, including, without limitation, the California Political Reform Act and the related regulations of the Fair Political Practices Commission."

SECTION 11. SEVERABILITY. If any provision, section, paragraph, sentence, phrase, or word of this Ordinance is, rendered or declared invalid, illegal, or unconstitutional by any final action in a court of competent jurisdiction or by reason of any preemptive legislation, such constitutionality, illegality or invalidity shall only affect such provision, section, paragraph, sentence, phrase, or word and shall not affect or impair any remaining provisions, sections, paragraphs, sentences, phrases, or words, or the application of this Ordinance to any other person or circumstance, and to that end, the provisions hereof are severable. It is hereby declared to the intent of the People of the City that this Ordinance would have been adopted had such unconstitutional, illegal or invalid provision, section, paragraph, sentence, phrase, or word not been included herein.

SECTION 12. APPROPRIATIONS LIMIT. Pursuant to Article XIII B of the California Constitution, the appropriations limit for the City of South El Monte is increased to the maximum extent over the maximum period of time allowed under the law consistent with the revenues generated by this tax.

SECTION 13. CONFLICTING MEASURES. The People of the City find and declare that the provisions of this Ordinance relating to the regulation and taxation of commercial cannabis operations in the City may conflict with one or more provisions of other initiative measures. It is the intent of the People that if this Ordinance receives a greater number of affirmative votes than a conflicting measure at the same election, this Ordinance shall prevail in its entirety over a conflicting measure.

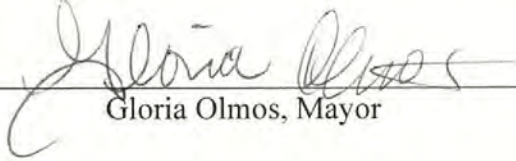
SECTION 14. AMENDMENT. Following the operative date of this Ordinance, the City Council may, pursuant to the procedures set forth in the State Government Code and the City Municipal Code and without prior approval of the electorate, amend this Ordinance including Chapter 5.26 (Cannabis Activities) of Title 5 (Business Taxes, Licenses, and Regulations) of the City Municipal Code, with the exception of Section 5.26.060 of the City Municipal Code, which may only be amended (i) if ordered to do so by a court of competent jurisdiction as a judicial remedy or (ii) by a vote of the People of the City.

SECTION 15. CEQA. The City Council finds that this Ordinance is not subject to the CEQA pursuant to both the exemption provided by Sections 15060(c)(3) and 15061(b)(3) of the CEQA Guidelines.

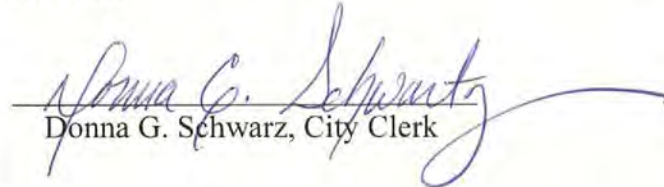
SECTION 16. OPERATIVE DATE. This Ordinance shall be operative 10 days after the date that the City Council declares that a majority of the City's voters voting at the November 8, 2022, election have voted in favor of a cannabis-related measure at such election.

SECTION 17. CERTIFICATION. The Mayor of the City of South El Monte is hereby authorized and ordered to attest to the adoption of the Ordinance by the voters of the City of South El Monte by signing where indicated below.

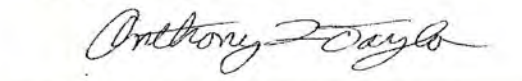
PASSED, APPROVED and ADOPTED by the People of the City of South El Monte, California voting on the 8th day of November 2022.


Gloria Olmos, Mayor

ATTEST:


Donna G. Schwarz, City Clerk

APPROVED AS TO FORM:


Anthony R. Taylor, City Attorney



City Council Agenda Report

Agenda Item No. 9.b.

DATE: September 12, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Director of Finance

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-87, APPROVING CONTRACT WITH RHOMBUS SYSTEMS INC. FOR PURCHASE OF SECURITY CAMERA SYSTEM

SUMMARY: Consideration to replace outdated security camera systems for City-wide buildings and facilities.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-87 approving the purchase of a security camera system from Rhombus Systems, Inc. (Rhombus); and
2. Authorize City Manager or designee to accept the quote issued by Rhombus.

FISCAL/FINANCIAL IMPACT: For the past 10 years, the City on average has spent \$43,344 per year to purchase, maintain, and operate its camera system, excluding staff labor costs to operate them. The Rhombus camera system and software total cost is \$64,786 for the next five years, excluding staff labor costs to operate them, which the City believes will also decrease due to its ease of use while improving the security of the City.

DISCUSSION: In the wake of the COVID pandemic, the City and its outsourced IT professional, Advanced Microcomputing Concepts, Inc. (AMC), worked closely together to modernize the City's I.T. infrastructure, equipment, software, security, and employee training and migrated over various platforms on the City's servers to the cloud. Prior to this modernization, the City's servers in the City Hall basement used to crash during electrical outages, and City employees were not able to telework efficiently throughout most of the pandemic's stay-at-home mandates.

While modernizing the City's IT infrastructure throughout the COVID pandemic, AMC became aware of many other security, efficiency, and cost-saving opportunities. Starting with the budget season for fiscal 2021-22, AMC brought forth many new ideas and opportunities for the City to enhance its I.T. capabilities and yet reduce the City's overall operating cost by introducing a new platform for collaboration and communication while

eliminating many redundant and costly legacy systems. A prime example of this is how AMC trained all City employees to use Microsoft Teams and replaced the City's landline system with Teams Phone, which created significant efficiencies and cost savings for the City. The City and AMC have continued to collaborate together and included additional projects in the City's 2022-23 and 2023-24 budgets to enhance the City's overall operational capabilities at less cost. The security camera system replacement project is one of the budgeted projects to replace the outdated, inefficient, and costly City-wide buildings and facilities security camera systems, excluding streets.

Proposed Camera Replacement Project

Current Camera Systems:

The City currently uses two vendors to operate and manage 66 cameras as follows:

Vendor	Location	Service	Monthly Cost*	Annual Cost
California Communication	Mary Van Dyke Park, Maintenance Yard, Public Safety Center, and New Temple Park	WLAN Bridge	\$ 680.00	\$ 8,160.00
Post Alarm System	Mini Center	Commercial Burg Monitoring	\$ 45.33	\$ 543.96
Post Alarm System	Maintenance Yard	Commercial Burg Monitoring	\$ 43.00	\$ 516.00
Post Alarm System	Maintenance Yard	Partition Monitoring	\$ 8.00	\$ 96.00
Post Alarm System	Maintenance Yard	ADC Video Services	\$ 20.00	\$ 240.00
Post Alarm System	Maintenance Yard	ADC Video Verification	\$ 55.00	\$ 660.00
Post Alarm System	New Temple Park	Commercial Burg Monitoring	\$ 45.33	\$ 543.96
Post Alarm System	New Temple Park	Commercial Burg Monitoring	\$ 49.00	\$ 588.00
Post Alarm System	City Hall	ADC Managed Access	\$ 72.00	\$ 864.00
Post Alarm System	City Hall	Commercial Burg Monitoring	\$ 49.00	\$ 588.00
Post Alarm System	Mary Van Dyke Park	Commercial Burg Monitoring	\$ 45.33	\$ 543.96
Post Alarm System	Mary Van Dyke Park	Commercial Burg Monitoring	\$ 49.00	\$ 588.00
Post Alarm System	Senior Center	Commercial Burg Monitoring	\$ 45.33	\$ 543.96
Post Alarm System	Aquatic Center	Commercial Burg Monitoring	\$ 45.33	\$ 543.96
Post Alarm System	Community Center	Commercial Burg Monitoring	\$ 45.33	\$ 543.96
			\$ 1,296.98	\$ 15,563.76
* Per May 2023 Vendor Invoices				

And, the payments made to the above two vendors have been as follows:

Vendor	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	Total
California Communication	\$ 18,991.73	\$ 92,629.51	\$ 40,039.63	\$ 23,491.36	\$ 27,152.56	\$ 29,104.46	\$ 26,621.96	\$ 35,392.56	\$ 27,112.56	\$ 26,512.56	\$ 347,048.89
Post Alarm System	\$ -	\$ -	\$ 19,640.60	\$ 3,815.51	\$ 4,568.78	\$ 4,778.82	\$ 6,251.90	\$ 4,380.64	\$ 17,393.88	\$ 25,563.69	\$ 86,393.82
	\$ 18,991.73	\$ 92,629.51	\$ 59,680.23	\$ 27,306.87	\$ 31,721.34	\$ 33,883.28	\$ 32,873.86	\$ 39,773.20	\$ 44,506.44	\$ 52,076.25	\$ 433,442.71

The current camera systems are on average older than 5 years and costly to maintain and manage. For example, staff currently uses 3 applications to manage the camera systems with no remote access. Additionally, the current camera systems have no AI features built in. AMC's recommendation to the City has been to replace them with a modern security camera system which will reduce equipment failure and enhance the camera's operating capabilities with ease of use for staff. A modern security camera system will provide a higher level of security with automation so that less time is spent on staff operating them.

Recommended New Camera System

AMC conducted research and analysis of modern camera systems on the market and recommends cameras and software provided by Rhombus. For example, Rhombus' cameras use better image sensors and lenses, providing clearer and more detailed images for better event identification and analysis. The software offered by Rhombus is feature-rich and user-friendly, providing functionalities such as real-time monitoring,

video playback, and intelligent analytics. The Rhombus software intelligent analytics capabilities include motion detection, object recognition, and facial recognition. Also, Rhombus offers cloud-based video storage and accessibility, allowing secure and convenient access for users from anywhere. Finally, Rhombus provides a comprehensive warranty and reliable customer support, ensuring prompt and efficient resolution of issues which are covered by the life of the cameras and software licenses.

Pursuant to South El Monte Municipal Code Title 3, Chapter 3.16.060, purchase of the Rhombus cameras and software is exempt from competitive bidding through piggybacking, which states that the City Manager may purchase services, supplies and equipment for which the City would normally follow its own bid procedures from a vendor awarded a bid by another public agency if the agency utilized procedures substantially the same as those normally utilized by the City. Such purchases are also exempt from the competitive bidding under the City's Purchasing Manual adopted by Resolution No. 16-17, Chapter 5, Piggyback onto Existing Contract.

The City of South El Monte is a member of a national technology purchasing cooperative known as PEPPM (www.peppm.org). PEPPM's staff streamline the procurement process by developing requests for proposals that meet or exceed the purchasing requirements set forth by numerous public agencies, including the City of South El Monte. PEPPM holds hundreds of competitively solicited cooperative contracts ready for use. In particular, PEPPM 2023 Supplemental Product Line Bid - California #536222 Contract (Attachment A) gives access and special pricing of 5% discount on all Rhombus products. Through AMC partnering with Rhombus, Rhombus has offered to provide a larger discount to the City of 43% in total (Attachment 2).

The City and AMC are currently planning to replace and install a total of 79 cameras throughout City buildings and facilities. The total cost of the 79 cameras, software, and junction box is \$64,786 with the 43% discount. AMC will invoice the City separately for additional services to help with the setup, installation, and subsequent City staff training based on actual hours worked multiplied by hourly rates agreed upon between the City and AMC before the project begins.

ATTACHMENT(S):

- A. PEPPM 2023 Supplemental Product Line Bid - California #536222 Contract
- B. Resolution No. 23-87
- C. Quote-Rhombus Systems, Inc.

ATTACHMENT A

PEPPM 2023 Supplemental Product Line Bid – California # 536222

AWARDED VENDOR AGREEMENT

BETWEEN

Kern County Superintendent of Schools (“Agency”)

AND

Rhombus Systems, Inc.

(Bidder's legal name referred to throughout this agreement as "Awarded Vendor")

For Bid Product Line:

Rhombus Systems

(Product Line Name within PEPPM 2023 Supplemental Product Line Bid – California # 536222)

This Agreement is made and entered into as of the date this Agreement is fully executed by the Kern County Superintendent of Schools (Agency) after an initial signature from the Awarded Vendor. This date of final execution shall be known as the “Effective Date.”

Whereas, Agency issued a Request for Bids for PEPPM 2023 Supplemental Product Line Bid – California (“RFB”);

Whereas, that RFB is incorporated into this Agreement by reference and made a part hereof;

Whereas, the Awarded Vendor submitted a Bid in response to the Agency’s RFB for the Product Line referenced above;

Whereas, the Agency determined that Awarded Vendor was the lowest responsive and responsible bidder for the Product Line referenced above; and

Whereas, Awarded Vendor signs and executes this Awarded Vendor Agreement to indicate its acceptance of the terms and conditions of the Contract as defined below;

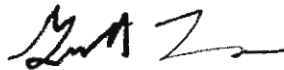
Now, therefore in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is expressly acknowledged by both parties, and intending to be legally bound hereby, the parties mutually agree as follows:

1. This Agreement is a Contract and Contract Documents consist of the Request for Bids, bid Terms and Conditions, any applicable state-specific terms and conditions, all information incorporated into the electronic bid form by Agency or Bidder, the Bidder’s responses to Questions, the Bidder’s PEPPM Bid Quote Sheet(s), the Bidder’s pricing spreadsheet, the Bidder’s PEPPM State Selection Form, the Bidder’s Ancillary Services Form, this Agreement, all other attachments and exhibits to the request for bids, all addenda to the request for bids issued prior to the Bid Opening Date, and all subsequent written amendments to the Agreement (e.g. adding state-specific terms and conditions). The Contract Documents form the “Contract” between Agency for the Contract term, and during any authorized extensions.

2. Awarded Vendor agrees to furnish products and services related to the RFB in accordance with the RFB Terms and Conditions and Contract.
3. The Contract shall commence on May 1, 2023 and end on December 31, 2025. Agency and Awarded Vendor may elect to extend the term of the Contract as set forth in the Terms and Conditions.
4. Awarded Vendor agrees to honor submitted bid prices and pricing formulas according to all terms and conditions of the Contract Documents to all eligible buying organizations in California as authorized to purchase the products included in the Awarded Vendor's bid.
5. Where Awarded Vendor agreed to extend its quoted price formulas and effective prices to eligible LEAs in states and territories outside of California, Awarded Vendor agrees to extend those quoted bid prices and formulas according to all terms and conditions of the Contract Documents to those other LEAs and eligible agencies.
6. Awarded Vendor agrees to remit the Transaction Fee in accordance with the terms and conditions set forth in the Contract.
7. This Agreement shall be governed by and construed under the laws of the state of California, any disputes shall be determined in the court of general jurisdiction in the County of Kern.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused their hands to be affixed.

Vendor Signature



Signatory Title

Chief Executive Officer

Vendor Name

Rhombus Systems, Inc.

Address

1919 19th Street

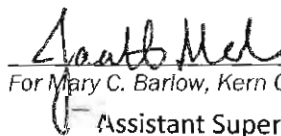
City, State, Zip

Sacramento, CA, 95811

Date

04 / 28 / 2023

KCSOS Signature


For Mary C. Barlow, Kern County Superintendent of Schools
Assistant Superintendent of Finance

Signatory Title

Agency Name

Kern County Superintendent of Schools

Address

1300 17th Street

City, State, Zip

Bakersfield, CA 93301

Date

5/30/23

PEPPM Bid Quote Sheet

My firm offers -- after careful review, understanding and acceptance of all bid Terms and Conditions, plus instructions and specifications -- to supply the equipment and/or materials noted on Bid Response tab of this spreadsheet according to the bid price structure and at the final prices noted below (subject to further adjustments by manufacturers during the award period) to any eligible agency in any jurisdictions that are specified in the bid during the contract term specified in the bid Terms and Conditions.

Bidding Company Name >

Submitted By and Attested to By>

Rhombus Systems, Inc.
Garrett Larsson
Chief Executive Officer
1-877-746-6797
garrett@rhombus.com
9-Mar-23

A. Company

B. Bid Signatory

C. Corporate Title

D. Phone Number

E. E-Mail Address

F. Date

Product Line Being Bid>

Description of Product Line>

Rhombus Systems
Cloud-managed physical security and awareness products

G.

H.

Method Used for Calculation of Final Effective Bid Prices >

Discount from List

I.

Note: Margin Over Cost Pricing Methods Are Not Acceptable; See Terms and Conditions

Percent Discount or Percent Mark-Up Over Cost >

5.0000%

J.

Note: No entry is necessary in box J, if bidding by variable discount or mark-up; instead, insert percentages starting at row 29

Name of the Catalog or Price List Used for Price Basis >

Rhombus Systems Product Catalog

K.

Effective Date of the Catalog or Price List >

January 1, 2023

L.

NOTE: If certain subcategories of SKUs are being bid at variable percent mark-ups or discounts, you must clearly identify the subcategory grouping, the applicable percent and the method for determining the final effective bid price.

If applicable, you may designate up to 30 subcategories in the spaces below. When completing the Bid Response Tab you must enter the same corresponding discounts in column H so that the final prices are correctly calculated.

	Clearly Defined Subcategories for Variable Mark-Up or	Percent	Discount or Mark-Up
Subcategory No. 1			
Subcategory No. 2			
Subcategory No. 3			
Subcategory No. 4			
Subcategory No. 5			
Subcategory No. 6			
Subcategory No. 7			
Subcategory No. 8			
Subcategory No. 9			
Subcategory No. 10			
Subcategory No. 11			
Subcategory No. 12			
Subcategory No. 13			
Subcategory No. 14			
Subcategory No. 15			
Subcategory No. 16			
Subcategory No. 17			
Subcategory No. 18			
Subcategory No. 19			
Subcategory No. 20			
Subcategory No. 21			
Subcategory No. 22			
Subcategory No. 23			
Subcategory No. 24			
Subcategory No. 25			
Subcategory No. 26			
Subcategory No. 27			
Subcategory No. 28			
Subcategory No. 29			
Subcategory No. 30			



Documentation for

**PEPPM 2023 SUPPLEMENTAL PRODUCT LINE
BID – CALIFORNIA
536222**

Contract Start Date May 29, 2023

Awarded by the
Kern County
Superintendent of Schools

Award Resolution
Kern County Superintendent of Schools
Request for Bids #536222

Whereas, on February 3, 2023, the Office of the Kern County Superintendent of Schools (KCSOS) requested sealed bids, under Invitation for Bids# 536222, PEPPM 2023 Supplemental Product Line Bid - California;" and

Whereas, the Request for Bids was properly advertised for two consecutive weeks in a newspaper of general circulation in Kern County; and

Whereas, bids have been received by KCSOS and evaluated in cooperation with the national PEPPM Technology Bidding Program; and

Whereas, all bidding documents were issued, advertised, and accepted in accordance with the provisions of the California Public Contract Code, the California Government Code, and the Education Code; and

Whereas, KCSOS has reviewed bid tabulations and evaluation results; and

Whereas, the Request for Bids was issued by KCSOS with the intent of the resulting contracts being legally used by all California school districts, county offices of education, community colleges, charter schools, and other government agencies throughout California and the United States as allowed by law; and

Whereas, KCSOS waives the right to any payment from any agency using the contracts, and, if any agency uses the contracts, that agency will pay vendors directly; and

Whereas, those vendors with the lowest prices for their respective products and having a responsive and responsible bid have been identified to the satisfaction of staff and agents of KCSOS,

NOW THEREFORE BE IT RESOLVED that I, Mary C. Barlow, being the elected Kern County Superintendent of Schools and having the legal authority to make bid awards and enter into contracts, do hereby award successful bids and contracts as per terms and conditions established in the bidding process for the attached bids listed in Exhibit A for the period May 29, 2023, to December 31, 2025, (and any allowable extensions) and make them available, not only to the school districts of Kern County but to any eligible California public agency or other jurisdiction in the United States as allowed by law.



Mary C. Barlow
Kern County Superintendent of Schools

Date 6/1/2023_____

Exhibit A
Kern County Superintendent of Schools
Contract Awards Related to Request for Bids #536222
PEPPM 2023 Supplemental Product Line Bid - California

Product Line	Description	Awarded Vendor
American Time	Synchronized time keeping devices and emergency notification & messaging systems	American Time
Arctic Wolf Networks	Network and cybersecurity monitoring	Carahsoft Technology Corporation
Asus Computer International	Hardware, software, related services and other branded products	Unistar-Sparco Computers, Inc
Automox	Cloud native patch automation and management platform	Carahsoft Technology Corporation
Axis Communications	IP video surveillance products	American Business Machines
Axonsoft	Video management system	PCC-IT
Brother International Corporation	Printers, fax, multi-function printers, labelers and supplies	Unistar-Sparco Computers, Inc
ClearOne	Audio and video products and accessories	PCC-IT
Cofense	Network security vulnerability staff training	Carahsoft Technology Corporation
Corel	Office productivity and graphics software	Logisoft
Crestron	Video and audio control systems	PCC-IT
Datalocker	Secure storage and encryption solutions	Carahsoft Technology Corporation
Diversified Woodcrafts	School, computer, lab, science furniture and casework	Diversified Woodcrafts, Inc
D-Link	Networking products	PCC-IT
Druva	Cloud data protection and management	Carahsoft Technology Corporation
ESET	Security software	Logisoft
Extreme Networks	Networking products	PCC-IT
Fidelis	Cybersecurity products and solutions	Carahsoft Technology Corporation
Formax	Pressure seal, mailing, data destruction and digital print finishing products	American Business Machines
Fujitsu - Computers	Hardware, software, related services and other branded products	PCC-IT
Glowforge	3D laser printer	Glowforge
Google	Hardware, software, related services and other branded products	PCC-IT
Hanwha Techwin America	Video surveillance and recording products	Hanwha Techwin America
Haskell	Makerspace, STEM/STEAM and classroom furniture	Haskell Office
HID Global	Secure identity solutions	PCC-IT
Hitachi Vantara	Data storage and analytics	Carahsoft Technology Corporation
Infoblox	Network management and security solutions	Carahsoft Technology Corporation
Infor	SIS and school administration software	DLT Solutions
IPVideo Corporation	Video management solutions and physical security information management	Integrated Electronics
JAR Systems	Charging solutions	PCC-IT
Juniper Networks	Networking and security products	PCC-IT
Kensington	Mobility, locking, securing, ergonomic, input devices and charging technology products	Unistar-Sparco Computers, Inc
Laserfiche	Enterprise content management	ECS Imaging, Inc.
Lenel	Access control products and IP video management solutions	Integrated Electronics
Lenovo Global Technologies	Servers, storage and networking hardware, software and related services	PCC-IT
LifeSafety Power	Smarter power solutions and remote monitoring, providing modular AC, DC, and PoE systems	Integrated Electronics
LogRhythm	SIEM-event monitoring products	DLT Solutions
McAfee	Network analysis, antivirus and security software	PCC-IT
MediaCast	Digital content management and video streaming solutions	Inventive Technology Inc
Microsoft - Hardware	Tablets and other branded hardware	PCC-IT
Microsoft - Software	Operating systems and applications software	PCC-IT
Mimecast	Email cloud services for security and archiving	Carahsoft Technology Corporation
NorvaNivel	Educational and classroom furniture	NorvaNivel USA, LLC
Nutanix	Virtual storage products, firewall, and caching	Carahsoft Technology Corporation
Optoma Technology	Projection equipment	PCC-IT
Padcaster	Professional mobile video studio and videography solutions	Logisoft
Primex	Wireless synchronized time systems	Integrated Electronics
Proofpoint	Cybersecurity threat and compliance management	Carahsoft Technology Corporation
Pro-Vision	Mobile digital video recorders, cameras and visual displays	Radio Engineering Industries, Inc.
Rhombus Systems	Cloud-managed physical security and awareness products	Rhombus Systems
Riverbed	SD-WAN, WAN optimization, application, performance management and other networking products	Carahsoft Technology Corporation
RSA Security	Security products	Carahsoft Technology Corporation
Rubrik	Backup, recovery and data management solutions	Carahsoft Technology Corporation
Samsung - Networking and Voice	Networking and voice communication products	PCC-IT
Seal Shield	Protective waterproof peripherals	PCC-IT
Securly	Internet content filtering software	Securly Inc
SentinelOne	Cybersecurity solutions for the endpoint, datacenter and cloud environments	Carahsoft Technology Corporation
Shuttle Computer	Desktops, mini computers and accessories	PCC-IT
Siklu	Wireless fiber connectivity	PCC-IT
SolarWinds	IT infrastructure monitoring and management software	Carahsoft Technology Corporation
Sony Electronics - Professional	Professional cameras, monitors, decks and recorders, switchers, audio, projectors and displays	PCC-IT
Sophos	Antivirus and internet content security products	Carahsoft Technology Corporation
Splunk	Security management and assessment tools	Carahsoft Technology Corporation
Storagecraft	Backup and disaster recovery products	PCC-IT
Tanium	Endpoint management and security	Carahsoft Technology Corporation
TekVisions	Touch screen point of sale terminals, carts, pin pad and cash drawers	TekVisions
Tenable	Cyber risk discovery and management	Carahsoft Technology Corporation
Trellix	Network analysis, antivirus and security solutions	Carahsoft Technology Corporation
Trend Micro	Antivirus and internet content security products	PCC-IT
Vaddio	PTZ cameras, specialty camera control systems and professional USB peripherals	PCC-IT

Veeam	Backup and replication software	Carahsoft Technology Corporation
Veritas	IT management products	Carahsoft Technology Corporation
Vertical Communications	Telecommunications equipment	Vertical Communications
Vivotek	IP CCTV Systems	PCC-IT
VMware	Virtualization products	Carahsoft Technology Corporation
Volume Cases	Chromebook cases	Volume Cases
Workday	SaaS-based financial management, human capital management and student information system software	Emergent, LLC
Xerox Corporation - Printers	Printers	PCC-IT
zScaler	Zero trust network security as a service	Carahsoft Technology Corporation

Proof of Publication

THE BAKERSFIELD CALIFORNIAN
3700 PEGASUS DR STE 100
BAKERSFIELD, CA 93308

Ad Number: 160575 PO #:
Edition: CALC Run Times 2
Class Code LEGAL NOTICES

Start Date 02/16/2023 Stop Date 02/23/2023

EPYLON CORPORATION
630 SAN RAMON VALLEY BLVD SUIT
DANVILLE CA 94526
US

Billing Lines 37.00 Inches 3.7274984
Total Cost \$ 660.42 Account 100468
Billing EPYLON CORPORATION
Address 630 SAN RAMON VALLEY BLVD SUIT
DANVILLE CA 94526
US

STATE OF CALIFORNIA
COUNTY OF KERN

Solicitor I.D.: 0

I AM A CITIZEN OF THE UNITED STATES AND A RESIDENT OF THE COUNTY AFORESAID: I AM OVER THE AGE OF EIGHTEEN YEARS, AND NOT A PARTY OR INTERESTED IN THE ABOVE ENTITLED MATTER. I AM THE ASSISTANT PRINCIPAL CLERK OF THE PRINTER OF THE BAKERSFIELD CALIFORNIAN, A NEWSPAPER OF GENERAL CIRCULATION, PRINTED AND PUBLISHED DAILY IN THE CITY OF BAKERSFIELD COUNTY OF KERN,

First Text
KERN COUNTY SUPERINTENDEN

Ad Number 160575

AND WHICH NEWSPAPER HAS BEEN ADJUDGED A NEWSPAPER OF GENERAL CIRCULATION BY THE SUPERIOR COURT OF THE COUNTY OF KERN, STATE OF CALIFORNIA, UNDER DATE OF FEBRUARY 5, 1952, CASE NUMBER 57610; THAT THE NOTICE, OF WHICH THE ANNEXED IS A PRINTED COPY, HAS BEEN PUBLISHED IN EACH REGULAR AND ENTIRE ISSUE OF SAID NEWSPAPER AND NOT IN ANY SUPPLEMENT THEREOF ON THE FOLLOWING DATES, TO WIT:

02/16/2023 02/23/2023

ALL IN YEAR 2023

I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.



DATED AT BAKERSFIELD CALIFORNIA

2/23/23

Kern County Superintendent of Schools

Request for Bids # 536222 for Technology Equipment, Software, Furniture, Accessories, and Supplies

Notice is hereby given that the Kern County Superintendent of Schools (KCSOS) will receive up to, but no later than 3 p.m., Tuesday, March 28, 2023, sealed bids for the award of contracts for use by KCSOS and other education and government agencies.

Request for Bid #536222 titled "PEPPM 2023 Supplemental Product Line Bid - California," seeks specific branded product lines, or their equivalent, in the areas of technology equipment, software, furniture, accessories, and supplies.

KCSOS is cooperating with the national PEPPM program, a purchasing cooperative, and intends that purchases under this bid be piggybackable by other agencies throughout California and the United States as allowed by law and that items under contract be part of a Standard School Supply and Equipment List as described in bid documents. Awards will be made independently by KCSOS.

Bids will be submitted electronically. Interested suppliers must register at www.epylon.com, if not already a member of the Epylon supplier network, to obtain bid documents and submit bids. There is no fee to register or to bid using the Epylon bid system. Each bid must conform and be responsive to the bid documents.

Sealed electronic bids shall be opened publicly and read aloud at 3 p.m. on Tuesday, March 28, 2023 at 630 San Ramon Valley Blvd. Suite 210, Danville, California 94526. Bid opening and reading will consist of opening an electronic bid form on a computer.

KCSOS reserves the right to reject all bids, and/or to waive any informality or irregularity in a bid. No bidder may withdraw his bid for a period of one hundred twenty days (120) days after the date set for opening of bids.

February 16, 23, 2023
160575



Kern County Superintendent of Schools

Request for Bids

PEPPM 2023 Supplemental Product Line Bid – California

Electronic Bid # 536222

Bid Due Date: Tuesday, March 28, 2023, 3:00 p.m. Pacific Time

Kern County Superintendent of Schools, in cooperation with the PEPPM cooperative purchasing program, seeks sealed, competitive bids for technology products, including equipment, software, services, supplies, and other items.

I Introduction and Overview

I.1 Bid Title

PEPPM 2023 Supplemental Product Line Bid – California

I.2 Electronic Bid Number

The applicable electronic bid form is numbered 536222.

I.3 Organization of Terms and Conditions

- I [Introduction and Overview](#)
- II [Bid Document Definitions and Interpretations](#)
- III [Legal Authority and Eligible Buying Agencies](#)
- IV [PEPPM Fees](#)
- V [Bidder Qualifications](#)
- VI [Product Specifications](#)
- VII [Ordering Procedures and Requirements](#)
- VIII [Pricing Specifications](#)
- IX [Bid Procedures and Directions](#)
- X [Bid Evaluation and Award Process](#)
- XI [Uniform Guidance Requirements](#)
- XII [Post-Award Requirements](#)
- XIII [Other Terms and Conditions](#)

I.4 Bid Scope

This is a Request for Bids (RFB) for lines of branded technology products and services. Such branded lines of technology products and services are referred to herein, each as a “Product” and collectively, as “Products.” Products include, but are not limited to, computers, tablets, networking and telecommunications equipment, cloud services, printers, peripherals, cameras, software, televisions, storage products, student management systems, audio-visual equipment, furniture, copiers, multifunction copy/print devices, and other electronics, services, items, goods, equipment, and supplies, whether tangible or intangible, for which bids are requested.

I.5 Bidding Agency

Kern County Superintendent of Schools (KCSOS)
1300 17th Street
Bakersfield, California 93301

I.6 The Cooperative

PEPPM has a proven record of serving school districts and other public agencies across all the United States with cooperative purchasing Contracts competitively bid under the high standards expected for public-sector procurement. The PEPPM cooperative purchasing program helps schools and other public agencies drive down the cost of acquisition and derive the best value for their technology investments.

I.7 Bid Due Date

All bids must be received electronically by 3:00 p.m. PT, Tuesday, March 28, 2023 PT, (the “Bid Due Date”).

The Agency may extend the Bid Due Date and time at any time in advance of the Bid Due Date by issuing an addendum to this Request for Bids.

I.8 Bid Opening

Bids will be opened and publicly read at 3 p.m. PT, Tuesday, March 28, 2023, (the “Bid Opening Date”), at 630 San Ramon Valley Boulevard, Suite 210, Danville, California 94526.

I.9 Prebid Meetings

No Prebid meeting will be held for this RFB.

I.10 Other Important Dates

- | | |
|--|-------------------|
| • Consideration of Exceptions Due Date | February 17, 2023 |
| • Submission of Questions Due Date | March 10, 2023 |
| • Tentative Agency Contract Signing | April 27, 2023 |
| • Contract Start Date | May 1, 2023 |

I.11 Advertising and Legal Notice of the Request for Bids

The Agency’s minimum legal advertising requirements are met with legal notices in the Bakersfield Californian, a newspaper of general circulation in the county where the Agency is located.

I.12 Contract Term

The initial term of the awarded Contracts shall begin on May 1, 2023, following the signing of an award resolution by KCSOS. The Contract shall continue through December 31, 2025, unless terminated, canceled, or extended.

II Bid Document Definitions and Interpretations [\(Return to Top\)](#)

II.1 Captions

The captions appearing at the beginning of each section or subsection of the Contract Documents are for reference and convenience only and shall be disregarded whenever an interpretation of the Contract Documents is required.

II.2 Capitalized Terms

Unless the context otherwise requires, capitalized terms used but not otherwise defined in the Contract Documents shall have the respective meanings specified in these Terms and Conditions.

II.3 Use of Pronouns

For the Contract Documents, one gender shall include any other gender, and the singular shall include the plural, and all rights granted and received shall be joint and several, as the case may be.

II.4 Provisions Required by Law

Each provision of law and any clause required by any federal, state, or local law to be in the Contract or Purchase Order will be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party the Contract or Purchase Order will immediately be physically amended to make such insertion or correction.

II.5 Christian Doctrine

Any clause required by rule or regulation not included in this Request for Bids, the Contract or Purchase Order will be read as if in this Request for Bids, the Contract, or Purchase Order, as applicable, whether or not physically included.

II.6 Non-Exclusive Contract

Any Contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the Agency and Eligible Entities. Agency and Eligible Entities reserve the right to obtain equal or similar Products from another source.

II.7 Definition of "Agency"

"Agency" shall mean the Kern County Superintendent of Schools (KCSOS).

II.8 Definition of "Agreement"

"Agreement" shall mean the Awarded Vendor Agreement between Agency and the Awarded Vendor.

II.9 Definition of "Authorized Reseller"

The term "Authorized Reseller" shall mean a firm, company, individual, business, partnership, or joint venture, such as dealers, distributors, value-added resellers, etc. that have been designated by the Awarded Vendor to help fulfill the Contract for one or more specific PEPPM awards held by the Awarded Vendor. Authorized Reseller responsibilities may include, but are not limited to, marketing activities, providing ancillary services, sales, receipt of orders, fulfillment of orders, invoicing, receipt of payment

and paying PEPPM Transaction Fees as determined by the Awarded Vendor. By way of clarification, an Authorized Reseller as used in this RFB is intended to mean such entity, as described above, who is named in writing as an Authorized Reseller by the Awarded Vendor for purposes of assisting such Awarded Vendor with sales under the contract between the Agency and the Awarded Vendor, and is not intended to mean an Awarded Vendor's authorized reseller that was awarded the product line and accepts orders for itself as an Awarded Vendor resulting from bidding this RFB.

II.10 Definition of "Awarded Vendor"

"Awarded Vendor" is the Bidder declared by the Agency to be the lowest, responsive, responsible Bidder to whom the KCSOS has awarded a Contract.

II.11 Definition of "Bidder"

"Bidder" is any firm, company, individual, business, partnership, joint venture, or other entity which has completed and submitted a response to this Request for Bids.

II.12 Definition of "Clarification"

"Clarification" means communication with a Bidder for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Bidder's bid. It is achieved by explanation or substantiation, either in response to an inquiry by the Agency or as initiated by the Bidder. Clarification does not allow the Bidder to revise or modify its bid, except if correction of the minor irregularity, informality, or apparent clerical mistakes results in a revision.

II.13 Definitions of "Contract Documents," "Contract," and "Purchase Order"

Contract Documents Between Agency and Awarded Vendor. As between the Agency and Awarded Vendor, the "Contract Documents" consist of this Request for Bids, its Terms and Conditions, any applicable state-specific terms and conditions, all information incorporated into the electronic bid form by Agency or Bidder, the Bidder's responses to Questions, the Bidder's PEPPM Bid Quote Sheet, the Bidder's pricing spreadsheet, the Bidder's PEPPM State Selection Form, the Bidder's Ancillary Services Form, the Agreement, all other attachments and exhibits to the Request for Bids, all addenda to the Request for Bids issued before the Bid Opening Date, and all subsequent written amendments to the Agreement (e.g., adding state-specific terms and conditions). The Contract Documents form the "Contract" between Agency and the Awarded Vendor during the Contract term and any authorized extensions.

Contract Documents Between Awarded Vendor and Eligible Entity. As between an Eligible Entity and an Awarded Vendor, the "Contract Documents" shall include, in addition to the Contract Documents listed above between Agency and Awarded Vendor, the Purchase Order or any PEPPM Mini-Bid Contract issued by the Eligible Entity (including any order-level terms specific to options selected by the Eligible Entity, but excluding any pre-printed terms and conditions on such Purchase Order in conflict with the Contract Documents), the Awarded Vendor's performance, payment and maintenance bonds (if applicable), lease financing documents (if applicable), maintenance service agreement (if applicable), end-user license agreements (if applicable), third party service order forms (if applicable), service level agreements (if applicable), Cloud computing and storage services order form and service level agreement with the Cloud services provider (if applicable), the Prevailing Wage rate determination (if applicable), and any state-specific terms and conditions that are part of the Contract Documents, and all subsequent written amendments to the Purchase Order or PEPPM Mini-Bid Contract, and shall form the "Contract" between the LEA and Awarded Vendor, which Contract is referred to in these Terms and Conditions as the "Purchase Order." "Purchase Order" may also include a mutually agreeable

Statement of Work executed between the Eligible Entity and an Awarded Vendor, and a mutually agreeable data protection agreement.

II.14 Definition of “Cooperative Procurement Code”

The term "Cooperative Procurement Code" shall have the meaning outlined in Section III.2 of these Terms and Conditions.

II.15 Definition of “Effective Date”

The “Effective Date” of a Purchase Order is the date on which the Awarded Vendor receives a Purchase Order that has been executed by the Eligible Entity and has all approvals required by the Eligible Entity. For the avoidance of doubt, the Effective Date of a Purchase Order for purchases under the E-rate Program is the date on which the Awarded Vendor receives a PEPPM Mini-Bid Contract that has been executed by the Eligible Entity and has all approvals required by the Eligible Entity.

II.16 Definition of “Eligible Entity”

“Eligible Entity” means an LEA or other Eligible Organization that qualifies to be buyers. Several sections provide a detailed description of “Eligible Entities” [starting here](#). Notwithstanding the foregoing, “Eligible Entity” means any “public procurement unit” or “external procurement activity” as those terms are defined in the Cooperative Procurement Code.

II.17 Definition of “eCommerce Consultant”

The "eCommerce Consultant" is a private purchasing services company engaged by Agency to help facilitate the bid process and provide a multitude of services including bid document development, consulting, eCommerce, marketing, order management, and accounting services. The eCommerce Consultant may change during the Contract.

II.18 Definition of “eCommerce Merchant Agreement”

The term "eCommerce Merchant Agreement" is the document attached to the electronic bid form governing the eCommerce Consultant's services and software integral to the PEPPM program.

II.19 Definition of “Epylon”

“Epylon” shall mean Epylon Corporation, the current eCommerce Consultant with an address of 630 San Ramon Valley Boulevard, Suite 210, Danville, California, 94526.

II.20 Definition of “LEA”

The term “Local Educational Agency” or “[LEA](#)” is defined [elsewhere](#) in the Terms and Conditions.

II.21 Definition of “Non-Responsive”

Any bid that does not reasonably and substantially conform to the mandatory or essential terms, conditions or specified requirements for this solicitation shall be considered non-responsive. Bids determined to be non-responsive will not be considered for an award.

II.22 Definition of “PEPPM”

PEPPM (pronounced *PEP-um*) is a national cooperative purchasing program specializing in technology-related Products administered by the Central Susquehanna Intermediate Unit.

II.23 Definition of “Product” or “Products”

The terms “Product” and “Products,” means any items, goods, supplies, equipment, or ancillary services thereto.

II.24 Definition of “Responsible Bidder”

A responsible Bidder is a vendor that has submitted a responsive bid and one that possesses the capability and qualifications to perform the Contract requirements fully, plus the financial strength, integrity, and reliability to assure good-faith performance. Agency must determine a Bidder to be responsible before awarding a Contract to a Bidder.

II.25 Definition of “Responsive Bid”

A responsive bid is a bid, which reasonably and substantially conforms to the mandatory or essential terms, conditions, and specified requirements for this solicitation. Bids must be responsive to receive award consideration.

II.26 Definition of “Punchout”

The term “Punchout” is a website technology term for the functionality that allows one website to pass credentials to another site, enabling a user to access uniquely scoped or protected content and interactive functions.

II.27 Definition of “Transaction Fee”

"Transaction Fee" is that fee paid, in USD, by an Awarded Vendor on the net dollar amount of invoiced Products and ancillary services sold under a PEPPM contract. “Transaction Fee” is more fully defined [elsewhere](#) in the Terms and Conditions.

II.28 Definition of “Sales Reconciliation Report”

"Sales Reconciliation Report" is that report submitted twice yearly by Awarded Vendors and Awarded Resellers to the Agency on the official PEPPM template provided. . The template will report on any sales not captured through the PEPPM Purchase Order Clearinghouse or any sales not submitted on monthly self-reports.

III Legal Authority and Eligible Buying Agencies [\(Return to Top\)](#)

III.1 Agency Role in California

Agency is an elected county superintendent of schools, an office established by Article IX of the California Constitution. The current office holder is Mary C. Barlow, empowered with authority to award and enter into contracts.

III.2 Authority for Bidding and Contracting

The PEPPM cooperative purchasing program was originally established in 1982. It is a national cooperative purchasing program administered by the Central Susquehanna Intermediate Unit, a political subdivision of Pennsylvania, which is cooperating with the Kern County Superintendent of Schools.

Exercising powers under Article IX of the California Constitution, the Kern County Superintendent of Schools solicits bids for LEAs under Constitutional authority and California statutes.

Agency also claims bidding authority for bidding and use of its cooperative purchasing Contracts under the California Public Contract Code, the Education Code, and the Government Code.

All public agencies are authorized by law to purchase off a contract awarded by an agency that has itself gone to bid, including all K-12 schools districts, community college districts, special districts and JPAs serving education, pursuant to California Public Contract Code Sections 20118 and 20652. Using

these statutes, the Kern County Superintendent of Schools hereby declares its intent and authorization to make all Contracts awarded under this RFB "piggybackable" by other LEAs.

The Agency waives any right to receive payment from other Eligible Entities agencies making purchases off the awarded Contracts and those agencies will make payment directly to the vendors. A partial, but not exclusive, list of eligible LEAs is listed as a PDF attachment to the Terms and Conditions Section and is titled "Partial List of Eligible Agencies."

Any legislative changes to Public Contract Codes 20118 and 20652 during the term of the contract(s) with Award Vendor(s) shall apply to the Contract(s) immediately when such changes become law.

The Kern County Superintendent of Schools also claims its authority to bid under the Education Code for the creation of a Standard School Supply and Equipment List.

KCSOS declares that items under Contract as a result of this Request for Bids will qualify as items to be included within its Standard School Supply and Equipment List. Because many county offices of education have banded together to create programs for the purpose of collectively creating a Standard School Supply & Equipment List and cooperative Contracts, the items solicited and awarded through this bid may also constitute a portion of an official Standard School Supply and Equipment List for other participating county offices of education and county superintendents of schools. Purchases by other county offices of education and school districts may be made, not only in accordance with Public Contracts Code 20118 and 20652, but also in accordance with Education Code 38110 and 38112 dealing with cooperatives and Standard School Supplies & Equipment.

Further Agency extends its Agreement for other public agencies to use Contracts arising out of this RFB under the authority of Government Code 6502 by mutually exercising powers common to the parties, whether in California or outside the state.

III.3 Local Educational Agencies (LEAs)

"Local Educational Agencies (LEAs)" means the following tax-exempt, nonprofit institutions and organizations (each an "LEA" and collectively "LEAs"):

- Public school districts
- Area Vocational Technical Schools (AVTS units)
- Intermediate units, county offices of education, and county superintendents
- BOCES
- State-approved private schools
- Public libraries
- Nonpublic schools
- State-approved charter schools
- Community colleges
- Other organizations defined as "LEAs" under applicable law.

At a minimum, an Awarded Vendor must serve LEAs in California. At its option as designated on its State Selection Form, an Awarded Vendor may choose to serve LEAs in other states.

III.4 Other Eligible Organizations

"Eligible Organizations" means the following institutions and organizations whether residing inside or outside of the state of California, *subject to the Awarded Vendor's approval*:

- Tax-exempt, nonprofit colleges, and universities, other than community colleges which fall within the definition of LEAs
- Other tax-exempt, nonprofit educational institutions or organizations which do not fall within the definition of LEAs
- County governments, local municipalities, county/municipal/public authorities, and special districts
- State agencies
- Other political subdivisions
- Other tax-exempt, nonprofit public health institutions or organizations
- Other tax-exempt, nonprofit fire companies, rescue companies, or ambulance companies
- Other entities, including a council of governments or an area government, which expends public funds for the procurement of supplies, services, or construction
- Other organizations, institutions or entities permitted under applicable law to avail themselves of Agency Contracts

III.5 Eligible Entities

The LEAs and other Eligible Organizations are sometimes collectively referred to in this Request for Bids as, each an “Eligible Entity” and collectively the “Eligible Entities.” Unless approved by the Awarded Vendor, Eligible Entities do not include U.S. federal governmental entities.

III.6 Extending Contract Awards to Other States

Although this Request for Bids is tailored for all LEAs in California, the Agency intends to allow for “piggybacking” on Agency Contracts by Eligible Entities residing inside or outside of the state of California that wish to participate.

The Agency intends that the Contracts awarded under this Request for Bids be made available for use by LEAs and other Eligible Organizations in all 50 U.S. states, Washington D.C., and Puerto Rico, to the fullest extent permitted by law, as the same may be amended from time to time.

In addition to California LEAs, the Agency will make its contracts available to other Eligible Entities residing inside or outside of the state of California if they meet the following conditions:

- The Agency Contract meets the Eligible Entity's bidding requirements and is judged to be a good value
- The Awarded Vendor is willing to extend its PEPPM bid prices and Contract terms to the Eligible Entity
- The order is processed according to PEPPM ordering procedures

III.7 Extending Contract Award to LEAs in States Other Than California

Bidders must define their intention whether to sell to LEAs in states other than California, and whether to sell to other Eligible Organizations in California and other states by following PEPPM's [bid submission instructions](#). and submission of a State Selection Form. Awarded Vendors may amend their intentions from time to time during the term of their Contract by mutual agreement with the Agency.

III.8 Intergovernmental Agreement

By purchasing Products under a PEPPM-affiliated Contract or entering into a Purchase Order with an Awarded Vendor under a PEPPM-affiliated Contract, the Eligible Entity attests, affirms, acknowledges and agrees that:

- It is an organization eligible to participate in the PEPPM-affiliated Contract under the Cooperative Procurement Code
- It is bound by all the Terms and Conditions of the Contract applicable to the Eligible Entity including, without limitation, these Terms and Conditions, state-specific terms and conditions, and applicable law
- Under no circumstances shall any other Eligible Entity or the Agency be responsible for payments on account of said Eligible Entity's purchases, it being the intent that any such purchases shall constitute the separate agreement of Eligible Entity with the particular Awarded Vendor
- Agency may disclose non-specific aggregate Eligible Entity information (such as the geographic spread of participants and number and types of participants) to third parties

The Agency and Eligible Entity intend that Eligible Entity's purchase of Products under a Contract or entry into a Purchase Order with an Awarded Vendor, hereby bound by these Terms and Conditions, constitutes the necessary intergovernmental agreement between the Eligible Entity and Agency to satisfy the Cooperative Procurement Code requirements and any requirements for an interlocal agreement under the applicable procurement code of the Eligible Entity's state. No additional agreement is required. If, however, the Eligible Entity requests that the Agency execute a separate interlocal agreement, Agency will do so, provided such interlocal agreement is in form and substance acceptable to Agency.

III.9 Compliance with Laws and Specific Terms and Conditions

Awarded Vendor shall comply with any and all laws, whether local, state, federal or otherwise, applicable to it in its provision of any of the Products or ancillary services to be provided under the Contract. It shall be the Awarded Vendor's responsibility to determine the applicability and requirements of any such laws and abide by them.

Eligible Entities in states outside of California may have further requirements or conditions listed with this bid that clarifies the ability of LEAs or other Eligible Entities to piggyback other state or cooperative procurement contracts like those under the PEPPM program. State-specific terms and conditions may be listed in an addendum to this Request for Bids and pertain only to the individual states listed. The inclusion or absence of any state-specific terms and conditions should not be construed as tacit approval by the state for purchases through the PEPPM cooperative purchasing program. Adherence to the state-specific terms and conditions listed only applies if a Bidder has agreed to extend its PEPPM-affiliated Contract to LEAs (and other Eligible Entities, if applicable) in that specific state. Only Contracts held by Awarded Vendors willing to adhere to these additional state-specific terms and conditions will be listed as available in that state.

Other state-specific terms and conditions may be determined after the bid is awarded and added to the Contract via an amendment to the Awarded Vendor Agreement agreed upon by the Awarded Vendor and Agency, or added to an LEA's or other Eligible Entity's Purchase Order via an amendment agreed upon by the Awarded Vendor and LEA. The Awarded Vendor's Agreement to either of the foregoing amendments shall not be unreasonably withheld, conditioned, or delayed.

III.10 eCommerce Merchant Agreement

Awarded Vendors and Authorized Resellers will be bound to the eCommerce Merchant Agreement, which is attached to the electronic bid form.

III.11 Agency's Interest in a Contract Resulting from This RFB

NOTWITHSTANDING ITS OWN CONSUMPTION, TO THE EXTENT AGENCY ISSUES THIS REQUEST FOR BIDS AND ANY RESULTING CONTRACTS FOR THE USE OF ELIGIBLE ENTITIES, AGENCY'S INTERESTS AND LIABILITY FOR SAID USE OF THE CONTRACTS BY ELIGIBLE ENTITIES SHALL BE LIMITED TO THE COMPETITIVE BIDDING PROCESS PERFORMED RELATING TO SAID CONTRACT AND SHALL NOT EXTEND TO THE PRODUCTS, ANCILLARY SERVICES, OR WARRANTIES OF THE AWARDED VENDOR OR THE INTENDED OR UNINTENDED EFFECTS OF THE PRODUCTS AND ANCILLARY SERVICES PROCURED FROM IT.

IN NO EVENT SHALL AGENCY BE LIABLE TO ANY AWARDED VENDOR OR ELIGIBLE ENTITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, RELIANCE, CONSEQUENTIAL, OR PUNITIVE DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. ANY LIABILITY OF AGENCY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, AND IN NO EVENT SHALL THE AGENCY BE LIABLE FOR DAMAGES IN EXCESS OF THE TRANSACTION FEE IT RECEIVES ON THE APPLICABLE TRANSACTION. ELIGIBLE ENTITIES AND AWARDED VENDORS ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE PEPPM PROGRAM AND RESULTING AGREEMENTS AND THE AGENCY WOULD NOT PROVIDE THE PEPPM PROGRAM OR ENTER INTO THE AGREEMENTS ABSENT SUCH LIMITATIONS.

III.12 New Laws; Change to Existing Laws

If a new law, rule, or regulation comes into effect; or there is a change in any existing law, rule or regulation; or there is a change in the interpretation of any applicable law, rule or regulation by any court of law or regulatory body; and such event makes performance by Agency or an Eligible Entity under the Contract or a Purchase Order illegal, impracticable, or impossible, the Agency or such Eligible Entity may at its option suspend performance under, or terminate, the Contract or such Purchase Order without further obligation to the Awarded Vendor or Authorized Reseller other than to pay any amounts owed through the date of suspension or termination for Products ordered and received, if any.

III.13 Applicability of E-Rate Provisions

Provisions related to E-rate in these Terms and Conditions are not applicable to an Awarded Vendor if no E-rate Form 470 has been filed in conjunction with the publication of the RFB.

For this RFB, no form 470 has been filed.

IV PEPPM Fees [\(Return to Top\)](#)

IV.1 PEPPM Bid Evaluation Fee

There are no bid evaluation fees for a Bidder submitting a bid to KCSOS in California.

IV.2 PEPPM Bid Award Fee

Successful Bidders will NOT be charged any award or set-up fees in connection with an award in California.

IV.3 No Bid Registration Fees

No registration fee will be collected for a Bidder to register or read Terms and Conditions.

IV.4 Transaction Fees

Awarded Vendors shall be required to pay a cooperative program Transaction Fee for all purchases by Eligible Entities made through the awarded Contracts. The Transaction Fee shall be 1.75 percent of "Net Sales," which means gross sales of Products and ancillary services less returns and canceled orders within thirty (30) days, shipping, and other taxes (excluding taxes based on net income). This applies to all orders, regardless of the method used to submit the order, the quantity of Products or ancillary services, or the dollar amount of the order.

The eCommerce Consultant will collect the cooperative program Transaction Fee on behalf of Agency.

The Transaction Fee described here is the same as the agreed-upon eCommerce Consultant Marketing Fee contemplated by Section 7 of the Epylon eCommerce Merchant Agreement. The Agency Transaction Fee replaces and supersedes any requirement for higher fees in the eCommerce Merchant Agreement.

Authorized Resellers will be responsible for paying the Transaction Fee for Authorized Resellers' transactions unless the Awarded Vendor notifies the eCommerce Consultant of its intent to pay the Transaction Fee on behalf of their Authorized Resellers. Awarded Vendors shall remain responsible for paying the Transaction Fee on behalf of its Authorized Resellers if the Authorized Reseller fails to remit the Transaction Fee. By way of clarification, the immediately preceding sentence does not apply to an Awarded Vendor's Authorized Reseller where such Authorized Reseller is itself an Awarded Vendor for a different Product Line and is selling to the Eligible Entity in its capacity as an Awarded Vendor for such different Product Line.

Transaction Fees publicly disclosed here will not be charged to or paid by the Eligible Entities themselves but are an Awarded Vendor's cost of doing business. Awarded Vendor or its Authorized Resellers shall not include any additional itemized amount corresponding to the Transaction Fees in the bid responses, awarded Contract prices, or any other quote including E-rate mini-bids to Eligible Entities.

Failure to pay Transaction Fees within thirty (30) days of an order may result in suspension or termination of the Awarded Vendor's Contract whether sales were processed directly by the Awarded Vendor or its Authorized Resellers. The Awarded Vendor shall reimburse the Agency for any costs and expenses (including, without limitation, attorney's fees) arising out of any claims or actions taken on behalf of the Agency to collect any unpaid Transaction Fees.

IV.5 Fees Related to CMAS Conversions

Any vendor using this Contract to obtain a separate California Multiple Awards Schedule (CMAS) contract from the state of California is responsible for paying both the CMAS fee and the 1.75 percent Transaction Fee described in this section for all orders submitted through the CMAS program. Any vendor using this Contract, and its copyrighted language to obtain a separate CMAS contract must provide a quarterly report to PEPPM detailing the dollar amount of its sales under the CMAS contract. Based on the report, the CMAS contractor will be billed the PEPPM Transaction Fee. Public records from CMAS may be used to verify amounts listed in the contractor's report.

IV.6 Fees in Nonconforming Jurisdictions

Notwithstanding Section IV.4, no Transaction Fee is authorized to be collected or charged to Awarded Vendors for sales within any jurisdiction where prohibited by law or local-government policy. Instead, the cost of Products, services, licenses, and goods sold under this Contract in such jurisdictions

shall be the same as for LEAs in all other counties of California. However, any Eligible Entity using this Contract where Section IV.4 fees are not permitted shall be required to pay directly an additional 1.75 percent fee for use of the Contract, imposed by KCSOS on the authority of Public Contract Code 20118, which allows KCSOS to charge reasonable costs to the public corporation or Eligible Entity for furnishing the services incidental to the purchase of items under Contract.

IV.7 Maintenance

In many instances, an Eligible Entity issuing Purchase Order under a PEPPM-affiliated Contract may consent to a related ongoing service, a maintenance plan, data storage, subscription, renewal, change order, voice plan, upgrade, or similar conveyance. In practice these purchases may be covered by a blanket Purchase Order and billed in installments. Sometimes they are covered by agreements that cross fiscal years.

These ongoing serial procurements, change orders, and subscriptions are subject to bid protection when the Eligible Agency establishes an original nexus to the PEPPM-affiliated Contract. As such, these purchases are also subject to the Transaction Fee described in Section IV.4.

IV.8 Cost of Bid Preparation

The Agency will not reimburse Bidders for the cost of developing, presenting, or responding to this Request for Bids.

V Bidder Qualifications [\(Return to Top\)](#)

V.1 Declaration of Non-Collusion

Assuring that prices are arrived at independently and without collusion is so crucial that this RFB requires the Bidder to affirmatively and truthfully answer "Yes" to the non-collusion question in the Question Section of the electronic bid form. Otherwise, the bid may not be submitted to Agency.

By submitting a bid, the person named on the electronic bid form declares that he or she has authority to offer the prices bid and agrees that:

- The price(s) and amount of the bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, Bidder, or potential Bidder
- Neither the prices nor the amount of the bid, and neither the approximate prices nor the approximate amount of the bid has been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening
- 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 a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or another form of a complementary bid
- The bid of Bidder 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 another noncompetitive bid
- Neither Bidder nor its affiliates, subsidiaries, officers, directors, or employees are under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion regarding bidding on any public contract except as set forth in a separate attachment to your bid; and
- The representations above are material and important. They will be relied on by the Agency in awarding the Contract(s) for which this bid is submitted. Any misstatement is and shall be

treated as fraudulent concealment from the Agency of the true facts relating to the submission of bids for this Contract

V.2 Suspension or Debarment

By submitting a bid, the Bidder certifies for itself and all its Authorized Resellers that, within the past five years, they have not been under suspension, debarment or otherwise lawfully precluded from participating in any public-sector procurement activity.

At any time after Bidder's submission and during the term of any Contracts or Purchase Orders, Agency and Eligible Entities may inquire whether any Bidder, Awarded Vendor or Authorized Reseller has been suspended or debarred or is otherwise lawfully precluded from participating in any public-sector procurement activity.

V.3 Overdue Tax Liabilities and Other Delinquent Obligations

The Bidder certifies by submission of its bid that it does not know of any overdue tax liabilities of Bidder or its intended Authorized Resellers or other delinquent obligations owed to Agency, including, but not limited to, unpaid Transaction Fees or other fees from previous contracts.

V.4 Notice of Any Changes

An Awarded Vendor must inform the Agency if it changes its address or become delinquent in taxes. Also, the Awarded Vendor must tell the Agency if another government agency suspends one of its Contracts or if another government agency debars it. All notices must be in writing and received by the Agency within fifteen (15) days of the change, delinquency, suspension, or debarment.

V.5 Americans With Disabilities Act

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 CFR § 35.101 et seq., the Awarded Vendor agrees that it shall not cause any individual with a disability to be excluded from participation in the Contract or Purchase Order or from activities provided for under the Contract or Purchase Order on the basis of the disability. As a condition of accepting any Contract or Purchase Order, the Awarded Vendor agrees to comply with the "General Prohibitions Against Discrimination," 28 CFR § 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities relevant to the Contract or Purchase Order.

V.6 Covenant Against Contingent Fees

The Awarded Vendor warrants that, no person or selling agency has been employed or retained to solicit or secure the Contract or Purchase Order upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide Authorized Resellers maintained by the Awarded Vendor for the purpose of securing business. For breach or violation of this warranty, the Agency or Eligible Entity, as applicable, shall have the right to terminate the Contract or Purchase Order without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the amount of such commission, percentage, brokerage, or contingent fee.

V.7 Sole Source of Responsibility

Agency desires a "Sole Source of Responsibility" vendor, meaning the Awarded Vendor will take sole responsibility for the sale and delivery of the broadest scope of Products across the largest possible geographic area, and to the largest possible cross-section of Eligible Entities.

Having status as the “Sole Source of Responsibility,” an Awarded Vendor may establish relationships with Authorized Resellers to execute its contractual duties. The Awarded Vendor assumes all responsibility for the Products and ancillary services provided by its Authorized Reseller, the actions of its Authorized Reseller, and the Transaction Fees of any Authorized Reseller. By way of clarification, the immediately preceding sentence does not apply to an Awarded Vendor’s Authorized Reseller where such Authorized Reseller is itself an Awarded Vendor for a different Product Line and is selling to the Eligible Entity as an Awarded Vendor for such different Product Line.

V.8 Authorization for Resellers

Vendors who are awarded a Contract for a specific Product Line may establish Authorized Resellers to offer and sell Products to Eligible Entities. Awarded Vendors must ensure that their Authorized Resellers sell any contracted Product and any ancillary services at or below bid pricing. They must also ensure that their resellers obey all Terms and Conditions of the Contract and corresponding Purchase Order and pay all Transaction Fees unless the Awarded Vendor has agreed to pay the Transaction Fees on the Authorized Reseller’s behalf.

If an Authorized Reseller does not pay its Transaction Fees, the Awarded Vendor becomes responsible for the payment of the Transaction Fees. The Awarded Vendor is responsible for maintaining the Ordering Instructions, which include the list of Authorized Resellers. Additional Authorized Resellers may be added after the bid award subject to prior approval of the Agency.

Agency reserves the right to reject an Awarded Vendor’s proposed Authorized Reseller based on such Authorized Reseller’s unsatisfactory performance or behavior under past PEPPM contracts, including, without limitation, unsatisfactory performance, or behavior of an Authorized Reseller in connection with the PEPPM Mini-Bid process under past PEPPM contracts. Agency further reserves the right to require an Awarded Vendor to remove an Authorized Reseller from the Contract in its entirety, or from participating in the PEPPM Mini-Bid process, due to such Authorized Reseller’s unsatisfactory performance or behavior under the PEPPM-affiliated Contract, including, without limitation, unsatisfactory performance, or behavior of an Authorized Reseller in connection with any applicable PEPPM Mini-Bid process.

V.9 Bidder Profiling

By answering the questions in the Question Section, Bidders must give satisfactory evidence they:

- Maintain permanent places of business
- Have a legal source of supply to furnish the Products offered
- Will provide customer sales support and service to all LEAs and applicable Eligible Organizations
- Have relationships with LEAs for verification of customer satisfaction
- Can demonstrate an active sales network
- Will serve all selected LEAs and applicable Eligible Organizations

V.10 Historically Underutilized Businesses (HUBs)

To identify businesses owned by minorities, women or disabled veterans, the Agency requests any minority-owned, women-owned, or disabled-veteran-owned business to identify their status as such so that it can be made known to interested Eligible Entities. A HUB may identify itself in its answer to a HUB question in the Question Section.

V.11 Insurance

The Awarded Vendor must purchase and maintain insurance for the protection of claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any of the Awarded Vendor's employees for claims of damages due to injury or destruction of tangible property, including loss of use resulting therefrom, and from claims arising out of the performance of the Contract or Purchase Order or caused by negligent acts for which the Awarded Vendor is legally liable. The Awarded Vendor must maintain throughout the term of the Contract and throughout the term of any outstanding Purchase Orders with an Eligible Entity at least \$1,000,000 per occurrence commercial general liability insurance (basic and umbrella coverage) covering the services and work contemplated by the Contract and Purchase Order.

The Awarded Vendor must purchase and maintain throughout the term of the Contract and throughout the term of any outstanding Purchase Orders with an Eligible Entity automobile and truck liability coverage with a minimum combined single limit liability of \$300,000.

If requested by the Agency or an Eligible Entity, the Awarded Vendor must provide a certificate of insurance evidencing all required coverage with a provision that notice of cancellation shall be provided in accordance with policy provisions. All required insurance must be written on an occurrence basis and maintained with a carrier authorized to conduct business in the state of California or the state in which the Eligible Entity resides, having a minimum "excellent" rating of A.M. Best A-. The Agency and Eligible Entity shall be included as additional insureds as respects insurable liabilities assumed by Awarded Vendor under this Agreement on the Commercial General Liability policy of insurance required to be carried by Awarded Vendor under the Contract or Purchase Order.

The Awarded Vendor is required throughout the term of the Contract and through the term of any outstanding Purchase Orders to comply with the California worker's compensation laws and any such worker compensation acts from other states in which the Eligible Entity resides, and any supplements or amendments thereto, which may have been or may hereafter be passed.

V.12 Definitions Related to Vendor Integrity

For purposes of the sections numbered V.12 through V.23 only, the following definitions shall apply:

- "Confidential information" means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Agency or Eligible Entity
- "Consent" means written permission signed by a duly authorized officer or employee of the Agency or Eligible Entity, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Agency or Eligible Entity shall be deemed to have consented by virtue of the execution of the Contract or Purchase Order, as applicable
- "Vendor" means Awarded Vendor or Authorized Reseller who may be an individual or entity that has entered into the Contract or a Purchase Order with an Eligible Entity, including directors, officers, partners, managers, key employees, and owners of more than a five percent interest
- "Financial interest" means: a) ownership of more than a five percent interest in any business; or b) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management
- "Gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind

V.13 Highest Standards of Integrity

The vendor shall maintain the highest standards of integrity in the performance of the Contract and Purchase Order and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Agency or any Eligible Entity.

V.14 Confidential Information

The vendor shall not disclose to others any confidential information gained by virtue of the Contract or Purchase Order.

V.15 Pecuniary Benefit

The vendor shall not, in connection with the Contract or any other agreement with the Agency or the Purchase Order or any other agreement with any Eligible Entity directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Agency or any Eligible Entity.

V.16 Giving Gratuities

The vendor shall not, in connection with the Contract, Purchase Order or any other agreement with the Agency or Eligible Entity, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Agency or Eligible Entity.

V.17 Accepting Gratuities

Except with the consent of the Agency or Eligible Entity, neither the vendor nor anyone in privity with the vendor shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract or a Purchase Order except as provided therein.

V.18 Supplemental Financial Interests

Except with the consent of the Agency or Eligible Entity, the vendor shall not have a financial interest in any other vendor, designated partner, or supplier providing services, labor, or material on a project under a Contract or Purchase Order.

V.19 Notification of Violations

The vendor, upon being informed that any violation of these provisions (i.e., Sections V.12 through V.23) has occurred or may occur, shall immediately notify the Agency or Eligible Entity in writing.

V.20 Certification of Non-Violation

The vendor, by execution of the Agreement and Purchase Order and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that it has not violated any of these provisions (i.e., Sections V.12 through V.23).

V.21 Cooperation with Authorities

The vendor, upon the inquiry or request of the appropriate state official of any participating state or any of that official's agents or representatives, shall make promptly available for inspection, any information of any type or form relevant to the vendor's integrity or responsibility, as those terms are defined by relevant statutes, or regulations. Such information may include, but shall not be limited to, the vendor's business or financial records, documents or files of any type or form which must be disclosed pursuant to applicable law and refers to or concerns the Contract or Purchase Order. Such

information shall be retained by the vendor for a period of three years beyond the termination of the Contract or Purchase Order unless a longer period is otherwise provided by law. For example, E-rate rules require E-rate applicants and service providers to maintain all E-rate related documents including but not limited to procurement, billing, and communications, for a period of ten years from the last date to receive service in a particular funding year.

V.22 Rights and Remedies in the Event of Violation

For violation of any of the above provisions (i.e., Sections V.12 through V.23), the Agency or Eligible Entity may terminate the Contract, Purchase Order and any other agreement with the vendor, claim damages equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another vendor to complete performance hereunder, and debar and suspend the vendor from doing business with the Agency or Eligible Entity; provided that before any termination action under this Section, the vendor shall be provided with written notice of the violation and thirty (30) days to cure the violation. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Agency or Eligible Entity may have under law, statute, regulation, or otherwise.

V.23 Right of Vendor Employee Rejection

LEAs that are school districts, nonpublic schools, charter schools, or public technology schools reserve the right to reject any person they deem unfit to be permitted on school grounds and in proximity to students. Upon written notice from the Eligible Entity or Agency, the Awarded Vendor shall have such persons performing services pursuant to the Purchase Order removed from the site immediately. The Eligible Entity's right to declare such person unfit shall not be limited to the required exclusion of such persons from federal and state laws legislated as child protective services.

V.24 Separation of Employer Responsibilities

It is understood that the Awarded Vendor, in performing services and providing Products pursuant to the Contract or any Purchase Order, is acting as an independent contractor and is not an agent, servant, partner, nor employee of Agency or Eligible Entity. The Awarded Vendor has control over the services and Products it delivers under the Contract and any Purchase Order and shall be solely responsible for its own federal, state, and local income taxes, salary, social security payments, and any other payments incurred by the Awarded Vendor in the performance of the Contract and any Purchase Order, and adhere to all necessary legal requirements governing employment. None of the benefits provided by Agency or Eligible Entities to their own employees, including but not limited to retirement benefits, workers' compensation insurance, disability insurance, medical insurance, and unemployment insurance, are available from them to the Awarded Vendor and/or any of the Awarded Vendor's agents, servants, and employees. The Awarded Vendor has no authority under the Contract or any Purchase Order to assume or create any such obligation or responsibility, expressed or implied, on behalf or in the name of Agency or Eligible Entities, or to bind Agency or Eligible Entities.

V.25 Nondiscrimination and Sexual Harassment

During the term of the Contract and any Purchase Order, the Awarded Vendor agrees as follows:

- In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any Purchase Order or any subcontract, the Awarded Vendor, designated partner or any person acting on behalf of the Awarded Vendor or designated partner shall not by reason of gender, race, creed, or color discriminate against any citizen of the

state within which the award is made who is qualified and available to perform the work to which the employment relates.

- Neither the Awarded Vendor nor any designated partner nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract or any Purchase Order on account of gender, race, creed, or color.
- The Awarded Vendor and any designated partners shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- The Awarded Vendor shall not discriminate by reason of gender, race, creed, or color against any designated partner or supplier qualified to perform the work to which the Contract relates.
- If the Agency or Eligible Entity have reason to suspect that the Awarded Vendor violated the Nondiscrimination/Sexual Harassment Clause, the Agency or Eligible Entity may request, and the Awarded Vendor shall promptly provide, applicable information to prove compliance. If the Awarded Vendor or any designated partner does not possess documents or records reflecting the information requested, it shall furnish such information on reporting forms supplied by the Agency, Eligible Entity, or appropriate departments of state government.
- The Awarded Vendor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract that specifically is undertaken to support the Contract or any Purchase Order so that such provisions will be binding upon each designated partner.
- The Agency or Eligible Entity may cancel or terminate the Contract or Purchase Order and all money due or to become due under the Purchase Order may be forfeited for violating the Terms and Conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the Agency may proceed with debarment or suspension of that Awarded Vendor from the PEPPM program.

V.26 References and Past Performance

A Bidder must be responsible and capable of executing all duties to be covered under the Contract.

To evaluate a Bidder's qualifications to perform under the Contract, Agency will require the submission of three signed reference forms. Also, the Agency will consider the performance of Bidder on previously awarded PEPPM contracts and Bidder's past conformance to bid terms and conditions, including submission of pricing updates, submission of Ordering Instructions, customer service, and payment of fees.

VI Product Specifications [\(Return to Top\)](#)

VI.1 Product Lines Sought

This RFB seeks formula pricing for technology and technology-related Products provided by reliable national manufacturers and service providers in specific brand-name categories. Each brand of Product Line named—and its corresponding description—are the specifications for the desired Products manufactured or offered under that named brand.

Each requested Product Line category is listed on a table within the electronic bid form. For convenience, the specified Product Lines are also listed within a bid announcement on the website at www.PEPPM.org/bids.

By law, equivalent product lines may be offered and will be duly considered, and no penalty shall result in evaluation of bids. If receiving a bid for an equivalent to the specification, AGENCY reserves the right

to request detailed specifications and samples, provided at Bidder's expense within three business days of request. Samples may be used, tested, opened, or destroyed in the process of establishing equivalency.

VI.2 New Products Provisions

Products offered by a Bidder and those sold by an Awarded Vendor or Authorized Reseller must be new and may not be refurbished.

Any serialized Products and licenses must feature new and unique serial numbers, unaltered from the manufacturing source.

Agency accepts that some manufacturers may use some recycled, incidental components meeting like-new standards.

Awarded Vendors must ensure that all Products sold contain the components parts and features meeting commercial standards for their awarded Product Lines. All components inside a Product must be manufacturer approved, unless otherwise noted, and subject to the full manufacturer's warranty.

Also, an Awarded Vendor must make sure that any Products offered or sold in response to this RFB are the same models indicated by their external label and source of manufacture.

VI.3 Necessary Supplies

Bidders are encouraged to include bid pricing for all related or necessary supplies required to use the Products within a Product Line category. A Bidder may use variable discounts or markups to address pricing variances among supplies, equipment, and services.

VI.4 Sale of Demonstration Products

Products that have never been sold or leased, but have been used for demonstration purposes may be sold under the Contract under three conditions:

- The price of the Product is further discounted below the PEPPM bid price
- The Eligible Entity has full knowledge of the length of time the Product was in service
- A warranty policy is described

VI.5 Installation and Service

Any Products needing to be installed or any ancillary services rendered shall be provided in accordance with the manufacturer's instructions and in accordance with the schedule mutually agreed upon between Awarded Vendor and the Agency or Eligible Entity.

VI.6 New Technology and Product Additions

An Awarded Vendor may request to add newly invented Products, newly marketed Products, and other new Products for sale under its contracted Product Line category under the following conditions:

- The new Products fit within the Product Line's brand specifications
- A clear pricing formula was originally bid and applies to the new Products
- Substitute or replacement Products are equal to or superior to the original offerings
- No request is made to subvert competitive procurement procedures

The Agency may reject any requests for additions or replacement in its sole discretion—with or without cause.

VI.7 Replacement Parts

Through their supply sources, Awarded Vendors must be able to provide or sell replacement, component parts for Products during any warranty period and two years thereafter. Replacement parts may be the same or a functional equivalent. They may be provided by the manufacturer, a manufacturer's designated representative, or a maintenance service provider designated by an Eligible Entity, so long as such maintenance service provider is authorized by the Awarded Vendor.

An Awarded Vendor and Eligible Entity may enter into a maintenance service agreement with respect to the provision of repair parts.

VI.8 Proof of Supply

A Bidder must offer proof they have access to a legal and legitimate supply of goods for every category of Product Lines they are bidding. Awarded Vendors must not change this supply chain without notice and approval of the Agency.

Agency accepts that a manufacturer who is bidding has access to its own Products. Manufacturers may answer that it is its own supply source on the appropriate question on the electronic bid form.

All other Bidders—such as resellers, distributors, dealers, aggregators, and wholesalers—must submit a letter of authorization from a manufacturer. A separate letter is required for each Product Line being bid. A model letter for this purpose is included as an attachment on the electronic bid form. The components of the model letter include the following components and attributes:

- Dated within the bidding period
- Addressed specifically to PEPPM or the Agency
- Written on the manufacturer's letterhead
- States that Bidder is authorized to sell the manufacturer's Products
- Describes the relationship between the manufacturer and the Bidder
- Indicates which states the Bidder is authorized to sell in
- Is signed by a management employee who represents they have the authority to sign the letter on behalf of the manufacturer
- The signatory identifies the contact information of a supervisor if the letter needs to be verified

VI.9 Alternative Evidence of Supply

If a manufacturer refuses to provide a proof-of-supply letter to a Bidder, that Bidder may attach alternative evidence of access to a legal supply of goods in their bidding categories. A generic letter from a wholesale distributor is not sufficient evidence. Acceptable alternative evidence can be a letter from a wholesale distributor that has the same information for each specific Product Line that would have come from manufacturers if available.

The Agency reserves the right to withdraw an award if a third party shows contractual or legal proof that an Awarded Vendor is prohibited from selling to Eligible Entities.

VI.10 Liens

All Products offered and sold shall be free from all liens.

VI.11 Licenses

Awarded Vendor (and its Authorized Resellers) shall maintain all federal, state, and local licenses, certifications, bonds, and permits applicable and required for operations in California and in all other states in which Awarded Vendor does business under the Contract.

VI.12 Standard Warranty

The Awarded Vendor who is not the manufacturer of the Product shall pass through to the Eligible Entity the manufacturer's warranty for each Product sold.

The Awarded Vendor warrants that, to its knowledge, all Products furnished under the authority of the Contract shall at the time of delivery be free and clear of any defects in material and workmanship and shall conform to the published specifications of the manufacturer of the Products. The manufacturer's warranty shall apply during the applicable warranty period.

Awarded Vendors selling laptops, personal computers, desktops, and servers must provide a standard manufacturer's warranty of at least one year. If the standard manufacturer's warranty is longer than one year, the longer warranty period will apply.

For each Product Line being bid, a Bidder must attach a manufacturer's warranty statement on the bid form or provide links to the applicable warranty, so that Eligible Entities will understand their warranty rights for the Products offered. The statement must also clarify any discrete responsibilities of the Awarded Vendor versus the manufacturer.

Awarded Vendors selling computers must maintain certifications that the manufacturers have about compatibility and compliance with up-to-date operating systems, and federal safety and communications guidelines.

VI.13 Onsite Warranty Service

Bidders offering personal computers and servers must have the capability, either directly or through the manufacturer or a manufacturer's representative, to perform onsite warranty service (warranty is defined as the standard provided by the manufacturer for the period of time indicated in the Contract). Awarded Vendors must perform warranty services at the Eligible Entity's site of the equipment needing such service when requested by the Eligible Entity. Eligible Entities are responsible for payment of onsite warranty services which do not fall within the scope of the manufacturer's standard warranty. Manufacturer's "depot service only" Products or "customer replaceable parts" are excluded from this requirement.

VI.14 Direct Relationships with Providers for Services Other Than Onsite Warranty Services

For Bidders offering personal computers, offsite warranty service locations may be a branch or satellite office of the Bidder or manufacturer service and support facilities, or facilities of some other third party whose relationship the Bidder will maintain to provide the services required within the scope of Contract. The Contract may be terminated for default if, at any point during the term of the Contract, the Awarded Vendor fails to maintain these relationships. These relationships may, but are not required to, infer ownership and/or franchise relationships. They only require that an ongoing affirmative business relationship exists. Agency reserves the right to inquire into the extent of these business relationships maintained, and listed herein, by the Bidder up to the extent that confidentiality is not compromised. The Awarded Vendor is ultimately responsible for the satisfactory and timely completion of all service requirements and activities and is under a duty to monitor all service performances of the service providers.

VI.15 Ancillary Services Related to Products

As part of their bids, Bidders may offer pricing for ancillary services advantageous or necessary for the planning, use, deployment, and maintenance of the Products they sell.

The provision of ancillary services is not a requirement for a bid to be responsive, except where a Bidder is required to provide such services at no additional cost under a contractual arrangement with its supplier or manufacturer.

However, the Agency will evaluate bids for the presence of either a) an ancillary service spreadsheet form alongside each Product Line being bid or b) a statement the Bidder is not offering ancillary services. If awarded, any ancillary services offered will be part of the Contract and presumed bid-protected as allowed by law.

Such ancillary services may include, but are not limited to analysis and design, asset tagging, consulting, equipment configuration, heat mapping, cloud-based configuration, engineering, hard drive removal and retention, help desk support, image loading, installation, maintenance, training, and travel.

If offering ancillary services, a Bidder must submit a PEPPM Ancillary Services Form, quoting a discounted bid price compared to the vendor's standard rate card fees. Agency will use this form to evaluate and determine the bid price of any ancillary services offered. Stating prices "will be negotiated" is not acceptable; such offers will not be considered for inclusion in an award.

Bidders must submit a separate spreadsheet form for each respective Product Line being bid with an offer of ancillary services.

Bidders are cautioned to not lower per-unit Product purchase prices and offer above-market ancillary service prices. Agency staff will review the availability and reasonableness of ancillary services and prices in when evaluating bids.

For Awarded Vendors that offer ancillary services provided indirectly through an Authorized Reseller or designated service provider, the pricing for the services provided by the designated service provider must be at or below the prices provided by the Awarded Vendor as part of their bid.

Pricing that is based on "per-hour" rates or similar units does not determine the final cost to the Eligible Entity—just the rate. If an Awarded Vendor has offered ancillary services in conjunction with the bid-awarded Contract Products it provides to the Eligible Entity, the Awarded Vendor and the Eligible Entity shall mutually agree upon the scope of the ancillary services to be provided at the PEPPM-discounted price.

In several jurisdictions Eligible Entities are required to pay Prevailing Wage for certain ancillary services. Bidders may include two sets, or side-by-side schedules, of ancillary service pricing with their bids—one for projects not subject to the payment of prevailing wages, and one for projects subject to the payment of prevailing wages.

VI.16 E-rate Program Mini-Bid Process and Compliance

Awarded Vendors for Product Lines eligible for discounts under the federal E-rate Program will comply with all requirements of the Universal Service Program of the Telecommunications Act of 1996, commonly referred to as the E-rate Program, as the same may be amended from time to time. These requirements include, but are not limited to, submitting the annual FCC Form 473 to USAC, providing

E-rate SPIN numbers for the Awarded Vendor and all Authorized Resellers to Agency for publication, adhering to the E-rate 10-year document retention requirement, and offering the “Lowest Corresponding Price” as defined in federal rules and regulations.

Further, because the E-rate Program defines the PEPPM Product Line Contracts as a ‘multi-award contract,’ LEAs must conduct a mini-bid procurement (a “PEPPM Mini-Bid”) prior to signing a contract (the “PEPPM Mini-Bid Contract”) and requesting E-rate discounts. The PEPPM Mini-Bid process consists of the following steps:

- LEA will draft a Product mini-bid list itemizing the Products and approximate quantities being sought to purchase.
- The Product mini-bid list may specify a particular manufacturer, but all Awarded Vendors or their Authorized Resellers that can provide equivalent Products under another PEPPM Product Line Contract may submit proposals for consideration. Equivalent is defined as a Product that is identical in functionality and quality, and which is compatible with any existing Product that may be specified in the mini-bid.
- LEA will email the mini-bid Product list to each Awarded Vendor that sells the same type or component of Products as those listed in the Product mini-bid list. Awarded Vendors or their Authorized Resellers may submit proposals to the LEA in the manner and in the format prescribed in the mini-bid cover email. The LEA will conduct a mini-bid evaluation of all qualified proposals submitted, with the price of E-rate eligible Products being the most heavily weighted evaluation factor. Price is not required to be the sole evaluation factor.
- LEA will sign a PEPPM Mini-Bid Contract with the Awarded Vendor or its Authorized Reseller specifying the Products, quantities, and prices. The PEPPM Mini-Bid Contract will be in addition to any subsequent Purchase Orders submitted by the Eligible Entity for actual purchases to be made under the PEPPM Mini-Bid Contract after all contingencies (including, without limitation, E-rate funding approval) set forth in the PEPPM Mini-Bid Contract are satisfied. Quantities may be adjusted to meet the current needs of the LEA.
- PEPPM Mini-Bid Contracts are typically signed Awarded Vendor/Authorized Reseller proposals, but may be a contract, signed notice of bid acceptance, or other document memorializing the LEA’s acceptance of the proposal. Acceptance may be contingent on the LEA’s receipt of E-rate funding approval.
- Vendors awarded PEPPM Mini-Bid Contracts must extend such Contracts beyond the expiration of the PEPPM Product Line Contract for LEAs to use their E-rate funding.
- Upon request, vendors must provide the LEA, E-rate Program administrator or the Federal Communications Commission with additional documentation needed to complete the application or invoice review, or in the event of an audit.
- Vendor must agree to provide discounted billing to the LEA and invoice the E-rate administrator for the discounted portion of the service, upon request.

VI.17 Returned Goods Policy

Bidders must have a policy regarding how they handle the return of goods from Eligible Entities. A document describing the policy must be attached alongside the name of each Product Line being bid.

If bidding for a software Product Line where the return of non-tangible intellectual property is not realistically applicable, the Bidder must make it clear in a statement or a license agreement the means an Eligible Entity should take to terminate a license or deactivate its software and any applicable timelines thereto.

VI.18 Equivalent Product Lines

California law requires that when specific manufacturers are identified in a procurement, Bidders must be able to submit bids for equivalent Products and services. Any Bidder offering an equivalent substitute as part of its bid must give notice of the substitution in the “Additional Response Information” on the electronic bid form.

VI.19 Hazardous Materials

Awarded Vendors and their Authorized Resellers are required to comply with state statutes-regarding hazardous materials, and chemicals, labeling and availability of material safety data sheets in the states they are selling in.

VI.20 Export Restrictions and Statement of Assurance

PEPPM-affiliated Contracts may involve Products, software, and technical data that are governed by the provisions of the U.S. Export Administration Regulations (“EAR”) and all other applicable U.S. export control laws and regulations.

Each Awarded Vendor and Eligible Entity shall comply with all U.S. export laws and all other applicable U.S. export control laws and regulations, as amended from time to time, including, but not limited to, § 736 (General Prohibitions), § 742 (Control Policy), § 744 (End-user and End-use Based), § 746 (Embargoes and Other Special Controls), and § 774 (Commerce Control List) of the EAR, as they pertain to export or re-export. Each Eligible Entity certifies that, unless authorized by U.S. laws and regulations (either by specific regulation or written authorization from the U.S. Government), it shall not export or re-export the Products, software, technical data purchased under an Agency Contract from the Awarded Vendor, or the direct Product thereof in violation of applicable U.S. export control laws and regulations.

Each Eligible Entity acknowledges that:

- It is unlawful to export or re-export (without written U.S. Government authorization) Awarded Vendor’s Products, technology, or software if they know that they will be used:
 - In the design, development, production, or use of missiles in or by a country listed in Country Group D:4
 - In the design, development, production, stockpiling, or use of chemical or biological weapons in or by a country listed in Country Group D:3
 - In the design, development, production, stockpiling, or use of nuclear weapons in or by a country listed in Country Group D:2 (Supplement No. 1 to EAR § 740); and
- Export or re-export of Awarded Vendor’s technology, software, source codes, or direct Products thereof to a country or national thereof listed in Country Group D:1 or E:2 may be prohibited, unless authorized by U.S. regulations (§ 740 of the EAR) or written authorization from the U.S. Government.

The provisions of this section shall survive the term and termination of the Contract and Purchase Order.

VI.21 Products Not Intended for Critical Application

The Products sold under PEPPM-affiliated Contracts are not designed for any “Critical Applications.” “Critical Applications” means life support systems, medical applications, human implantation,

commercial aviation, nuclear facilities, or systems or any other applications where Product failure could lead to injury to persons or loss of life or catastrophic property damage.

Awarded Vendors disclaim any and all liability arising out of the use of the Products in any Critical Applications. If Eligible Entity uses the Products in a Critical Application, such Eligible Entity, and not Awarded Vendor, assumes full responsibility for such use.

VII Ordering Procedures and Requirements [\(Return to Top\)](#)

VII.1 An Overview of the Ordering Process

To put the following Contract provisions into context, Agency provides this simplified overview of the normal PEPPM ordering process (unless Agency has granted exceptions or unless conducting a PEPPM Mini-Bid process which has additional procedures):

- Awarded Vendors submit their Contract pricing to PEPPM on an approved template
- PEPPM converts pricing into a hosted electronic catalog on PEPPM.org
- Some Awarded Vendors may be approved to manage their pricing by way of Punchout technology
- Eligible Entities shop on PEPPM or Epylon websites, create shopping lists, talk with Awarded Vendors, or get quotations from Awarded Vendors
- Eligible Entities address their Purchase Orders to Awarded Vendors, itemizing desired Products and Contract pricing
- Eligible Entities forward their Purchase Orders to the PEPPM Clearinghouse for review, archiving, and electronic transmission to appropriate vendors
- Awarded Vendors fulfill orders as directed on the Purchase Order
- Awarded Vendors invoice Eligible Entities at Contract pricing or below
- Eligible Entities pay Awarded Vendors directly

VII.2 Display of Contract Pricing

Awarded Vendors must provide Contract pricing, along with descriptions, keywords, and other relevant data on an approved PEPPM template. The information will be loaded into PEPPM's electronic catalog on PEPPM.org, Epylon.com, and affiliated websites. In displaying contracted line items, PEPPM will:

- Make actual prices blind to non-registered users
- Display relevant pricing to users according to their relevant buyer profiles
- Make line items searchable by keyword, Stock Keeping Unit (SKU), Product Line, or category

VII.3 Punchout and Direct Receipt of Orders

An Awarded Vendor may ask Agency for its Contract pricing to be displayed by standard Punchout technology and/or to receive orders directly. Before approval, Awarded Vendors must agree in writing to comply with all PEPPM protocols, including accurate sales reporting. Approvals are at Agency's sole discretion.

VII.4 Instruments for Orders

The standard method for ordering is for Eligible Entities to issue a Purchase Order to the Awarded Vendor or Authorized Reseller. Eligible Entities shall precisely address their Purchase Orders to the proper vendors, following posted Ordering Instructions. Some Eligible Entities may use alternative purchase instruments, such as formal contracts or procurement cards, as may be allowed by these Terms and Conditions

VII.5 Submission of Purchase Orders

Unless instructed differently, Eligible Entities must send their Purchase Orders to the PEPPM Clearinghouse, which will review and archive orders, and then transmit Purchase Orders to the company designated on the Purchase Order. An Eligible Entity may scan all relevant documents and transmit the Purchase Order by email to Orders@peppm.org, or it may send the Purchase Order and all its attachments by fax to (800) 636-3779.

Posted Ordering Instructions will inform Eligible Entities of any alternative order process in cases where Awarded Vendors have been given written permission from Agency to receive orders directly.

VII.6 Electronic Transmissions

Except where companies are authorized to receive orders directly, all Purchase Orders shall be transmitted electronically to vendors through the eCommerce software maintained by the eCommerce Consultant. Eligible Entities will either enter their orders directly into this system or the PEPPM Clearinghouse will enter orders on behalf of the Eligible Entities.

Vendors, upon receipt of a Purchase Order in their eCommerce inbox, shall promptly and properly transmit an acknowledgment and order status by using tools provided on the site.

To the maximum extent permitted by law, the parties agree to accept an electronic Purchase Order submission and acceptance, executed by an authorized user of the eCommerce system, as representing any necessary “[electronic signature](#)” required by law.

VII.7 Authority of the Purchase Order

Receipt of a Purchase Order constitutes authority to the Awarded Vendor or Authorized Reseller to sell and make delivery of the ordered Products, according to these Terms and Conditions and directions listed on the Purchase Order.

VII.8 Awarded Vendor Is an Independent Contractor

In performing its obligations under a Purchase Order, the Awarded Vendor will act as an independent contractor and not as an employee or agent of the Agency or any Eligible Entity.

VII.9 Term of the Purchase Order

The term of the Purchase Order shall start on the date that the Awarded Vendor receives a Purchase Order executed by the Eligible Entity. This is the “Effective Date.”

Subject to any other provisions stipulated in the document, the Purchase Order shall end on the later of:

- Complete delivery and acceptance of the awarded Products
- The expiration of any specified warranty and maintenance period
- Payment by the Eligible Entity for the Product(s) received
- The expiration date identified on the Purchase Order

The Awarded Vendor shall not start the performance under the Purchase Order before the Effective Date and the Eligible Entity shall not be liable to pay the Awarded Vendor for any service or work performed or expenses incurred before the Effective Date. No Eligible Entity employee has the authority to orally direct the shipment of any Product(s) or the commencement of any work under the Purchase Order before the Effective Date.

VII.10 Orders Near a Contract Expiration Date

The fulfillment of a Purchase Order may extend beyond the Contract's expiration date if the Eligible Entity issues a Purchase Order or E-rate Mini-Bid Contract before the Contract's expiration.

The expiration date of the Contract term is to be considered the final date to enter into a valid Purchase Order under the Contract.

As such, all Purchase Orders received by the Awarded Vendor up to and including the expiration date of the Contract term are acceptable and must be shipped under the delivery time specified in the Contract. If normal delivery time cannot be met, Awarded Vendor must notify Eligible Entity, which has the option to accept or reject the extended delivery time.

VII.11 Invoice Requirements

Unless otherwise agreed between Eligible Entity and Awarded Vendor:

- The Awarded Vendor shall send (which may include via email) an itemized invoice to the "Bill To" address on the Purchase Order promptly after the Product(s) are delivered. For hardware "delivery" shall be the date the hardware arrives on Eligible Entity's premises. For software, "delivery" shall be the date the software features are enabled and ready for Eligible Entity to use.
- In the case where Products are being installed or implemented by the Awarded Vendor, the installation or implementation services invoice shall be presented after the Products are installed, have successfully completed diagnostic routines, and are available for Eligible Entity's use. The foregoing does not preclude the Eligible Entity and the Awarded Vendor from agreeing to a different invoicing schedule depending on the scope and length of such installation or implementation services (for example, implementing a project in phases, with each phase having distinct milestones and payment obligations).
- Time and material services will be invoiced monthly in arrears.
- Maintenance, management-type services and cloud services will be invoiced monthly in advance unless otherwise agreed.

Invoices should include only amounts due under the Purchase Order. The Purchase Order number shall be prominently noted on all invoices, and the amounts invoiced must be at or below the bid Contract prices.

VII.12 Payments

Eligible Entities will directly pay Awarded Vendors upon receipt of the invoice and confirmation that Products have been delivered.

All invoices are to be sent directly to the Eligible Entity, which will normally pay invoices within thirty (30) days of receipt or in compliance with their board policy on bill payment. The Agency will encourage Eligible Entities to arrange for prompt payment where possible and for payments of partial shipments.

Payment shall not be deemed as acceptance of the Products furnished by the Awarded Vendor. Where the Awarded Vendor is responsible for installation of the Products, acceptance of delivered Products is deemed to occur when the equipment is installed, has successfully completed diagnostic routines and is available for Eligible Entity's use.

The Awarded Vendor agrees that the Eligible Entity may deduct any state tax liability not required by law or other unauthorized obligation of the Awarded Vendor or its subsidiaries to the Eligible Entity from

any payments due the Awarded Vendor under any Purchase Order with the Eligible Entity, subject to the Eligible Entity promptly providing any tax exemption certificate or other documentation to support the deduction.

At the discretion of the Awarded Vendor, the Eligible Entity may use a valid purchasing card to pay for the Products at the time of purchase. Any fees related to this payment are the responsibility of the Awarded Vendor. In no case will the Awarded Vendor increase Contract or invoiced prices to offset purchasing card fees incurred by the Awarded Vendor.

VII.13 Tax Exemptions

No charge will be allowed for federal, state, or local taxes from which the Eligible Entity is exempt. Prices shall be net and shall not include any such tax. Exemption certificates, if required, will be furnished on forms provided by the Eligible Entity. LEAs are exempt from all sales and excise taxes imposed by the Internal Revenue Service and have registered with or been recognized by the Internal Revenue Service to make tax-exempt purchases. In California, all Eligible Entities are subject to sales and use tax.

VII.14 Delivery

All Products ordered shall be delivered FOB Destination, with the Awarded Vendor selecting the shipping company. All Products should be delivered within the time period specified on the Purchase Order.

In situations where delivery cannot be made within the time period specified on the Purchase Order, Eligible Entity should be notified in writing or by telephone of the delay and of an estimated delivery date.

Delivery must be made to the place designated on each respective Purchase Order. Direct delivery to buildings must be placed at a point in the building as directed at the place of delivery. The Awarded Vendor will be required to furnish proof of delivery upon request from any Eligible Entity. All materials and supplies must be securely packed in uniform containers, adequately marked as to contents, Purchase Order number, and delivered without damage or breakage to such units as specified.

Any system configurations ordered shall be delivered as a complete system, unless otherwise agreed by the ordering Entity. When required by the ordering Entity, it will be the responsibility of the Awarded Vendor to stage the equipment delivery so that all components are delivered as a single unit simultaneously.

Awarded Vendors receiving Purchase Orders with delivery requirements that cannot be met have the right to refuse the order. The Awarded Vendor must return the Purchase Order with an explanation of why it was refused within five (5) business days of receiving the Purchase Order from the Eligible Entity.

Awarded Vendor's PEPPM prices include the cost of normal delivery. If non-standard rigging charges apply to equipment purchases (or leases), a quote will be provided to the Eligible Entity within five (5) business days of receiving the Purchase Order from the Eligible Entity, or as soon as possible thereafter upon Awarded Vendor learning the order involves a non-standard delivery.

The Eligible Entity has five (5) business days after receipt of the quote for non-standard rigging charges to cancel the Purchase Order. Eligible Entity shall not be responsible for non-standard rigging charges not made known to the Eligible Entity before delivery of the equipment and Awarded Vendor shall bear the cost.

VII.15 Inspection and Rejection

No Products received by the Eligible Entity shall be deemed accepted until the Eligible Entity has had a reasonable opportunity to inspect the Products. The Awarded Vendor and the Eligible Entity agree that a reasonable timeframe to inspect the Products shall not exceed thirty (30) calendar days from the date of delivery. Products not rejected during such a 30-day period shall be deemed accepted. If a defect or nonconforming item is discovered during the foregoing inspection period, the Eligible Entity will promptly notify the Awarded Vendor of the defect or nonconformance. It shall then become the duty of the Awarded Vendor to arrange for the rejected Products to be removed from the premises or returned without expense to the Eligible Entity within fifteen (15) days after notification, or such longer time period mutually agreed upon by Awarded Vendor and Eligible Entity. Rejected Products left longer than fifteen (15) days or such mutually agreed upon time period will be regarded as abandoned, and the Eligible Entity shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale, which represents the Eligible Entity's costs and expenses in regard to the storage and sale of the Products. Upon notice of rejection, the Awarded Vendor shall promptly replace all such rejected Products with others conforming to the specifications and which are not defective. If the Awarded Vendor fails, neglects or refuses to do so, the Eligible Entity shall then have the right, without limitation, to a refund or credit (if not yet paid) of the purchase price of the rejected Products.

Notwithstanding the foregoing, where the Awarded Vendor is responsible for the installation of the Products, acceptance of delivered installation services is deemed to occur when the Products are installed, have successfully completed diagnostic routines and are available for Eligible Entity's use, provided that the deemed acceptance in the foregoing paragraph will control if Eligible Entity requests that such installation not take place during the 30 day period following delivery of the applicable Products. Notwithstanding acceptance, for Products covered by warranty or a maintenance service agreement, the Products will be covered by the applicable warranty or maintenance service agreement.

VII.16 Shipping Errors

Awarded Vendor agrees that its shipping errors will be covered at its own expense. Eligible Entities are financially responsible for shipping errors originating from its Purchase Orders or written instructions. No oral shipping instructions should be accepted by either party.

VII.17 Title and Risk of Loss

Title to ordered merchandise that is leased shall remain with Awarded Vendors or lessor. Title to ordered merchandise that is purchased may transfer to an Eligible Entity at the time of shipment or delivery. Notwithstanding such transfer of title, Awarded Vendors agree to bear the risk of loss, injury, or destruction of the Products ordered before receipt of the Products by the Eligible Entity provided Awarded Vendor or its Authorized Reseller selected the carrier. Such loss, injury, or destruction shall not release the Awarded Vendor from any contractual obligations.

VIII Pricing Specifications [\(Return to Top\)](#)

VIII.1 Pricing Methodology

This RFB requires responsive bid pricing to be offered by way of pricing formulas. These formulas form the foundation of a bid. The pricing formulas must be calculated against a price basis to show final effective prices. The final effective prices, correctly calculated, will form the data for evaluation and comparison to competing bids.

VIII.2 Pricing Formulas

A Bidder may opt to use one of two discount formulas:

- Percent discounts off of a published and identifiable price list or a commercially available catalog
- Markup percentages over the documentable wholesale cost of Products (this option is not available to Bidders who are manufacturers)

VIII.3 Identification of the Price Basis

The price basis is the foundation for discount formulas. Bidders must identify their price basis on the Quote Sheet Tab of the official PEPPM Pricing Template.

If bidding by the Discount-from-List method, the Bidder must describe the published list or commercially available catalog—along with its last published date—from which discounts will be calculated. Some examples of an acceptable price basis include Manufacturer's Suggested Retail Price (MSRP), retail web catalogs, paper catalogs, and the manufacturer's national education pricing.

Likewise, if bidding by the Markup-over-Cost method, a non-manufacturer Bidder must describe the type of documentation that will substantiate the basis for markups. Some examples include wholesaler catalogs or websites, gold-level pricing schedules from manufacturers, paid invoices, pricing contracts, and manufacturer pricing formulas.

VIII.4 Variable Percentage Formulas

Bidders may offer varying formula percentages within a single Product Line category. However, the Bidder must correlate a specific formula percentage alongside a well-described category of Products within the Product Line category.

As a theoretical example, a single Bidder may bid 10 percent off list for inkjet printers, 15 percent off list for laser printers, 30 percent off list for ink and toner cartridges, and 22 percent off list for extended maintenance agreements.

The Quote Sheet Tab of the PEPPM Pricing Template has space for 30 subcategories of percentage formulas. If that space is insufficient, a Bidder may add an additional spreadsheet to the bid form or combine descriptions on one line where percentages are equal.

VIII.5 Effective Bid Pricing for Evaluation

Bidders must apply their pricing formula to actual Products within a respective Product Line category, creating final effective bid prices that evaluators will use to determine the lowest bid.

For Products within a Product Line category, a Bidder must either enter or cut and paste information for each Product into an approved PEPPM template to include:

- True Manufacturer Stock Keeping Unit (SKU)
- Manufacturer Name
- Product Name
- Product Description
- Unit of Measure
- Basis Price for the Product
- Percentage Discount or Markup

The spreadsheet will automatically calculate the final effective bid price from cells containing the price basis and the percentage formula.

Therefore, if bidding by Discount-from-List, a Bidder would enter a negative percentage (e.g., -.10.5%) because the formula is subtracting from a list price.

Alternatively, if bidding Markup-over-Cost, a Bidder would enter a positive percentage figure (e.g., 10.5%) because the formula is adding to a cost basis.

If the Bidder's discount or markup is zero, the value "0.0%" would be entered in the appropriate discount or markup column.

VIII.6 PEPPM Pricing Template (also Called "SKU Template")

The official PEPPM Pricing Template is the Microsoft Excel workbook that Bidders must use to submit their pricing formulas and calculate effective bid pricing. The template contains two working spreadsheets, the Quote Sheet Tab, and the Bid Response Tab.

The template can be downloaded from the electronic bid form. It is located under the instructions in the section titled "Requested Product Lines." Bidders may download this form as often as necessary, using one workbook for every Product Line to be bid. The spreadsheets must not be modified, copied, or unlocked. Otherwise, Bidders run the risk that their spreadsheets will not load correctly when they submit their bids.

VIII.7 Importance of Final Effective Price

It is the Bidder's responsibility to look at the final, calculated, effective prices on the Bid Response Tab spreadsheet to see that they are calculated correctly. These are the official bid prices. If they are not correct, then either the price basis or the percent entered is incorrect because the spreadsheet automatically calculates the accurate effective prices based on Bidder's entries.

VIII.8 Extent of Product Offered

Products and prices listed will be used to establish both the extent of a manufacturer's line available from a particular Bidder and the effective bid price per item. Bidders should enter a full range of Products to best represent the scope of Products available under any Product Line category.

Bid pricing formulas and base pricing cannot be changed after bids are opened. However, the Agency reserves the right to request more sample SKUs so evaluators can apply a Bidder's bid formulas and base prices across a broader range of Products.

VIII.9 Importance of Correct Manufacturer SKUs

When adding Product information to the Bid Response Tab on the PEPPM Pricing Template, Bidders must enter the correct and accurate manufacturer SKU for each Product.

Using software, the first phase of the evaluation process identifies a manufacturer SKU number, after stripping away hyphens, spaces, and leading zeros, to compare pricing between competing companies.

Any Bidder-created identifiers that change a manufacturer's SKU must be removed before submission. Bidders must make their best efforts to match their "Manufacturer SKUs" to the manufacturer's published SKUs including or excluding identifier characters for such things as government or education pricing, country of use, color, or other manufacturer Product identifiers. Bidders should note that these requirements are for their PEPPM Bid-Price Submission Templates submitted at the time of the bid.

Irregularities in listing the manufacturer's SKU numbers in a Bidder's bid proposal may result in a bid being deemed non-responsive.

VIII.10 New Product Pricing

The Bidder's quoted pricing formulas will also apply to any new Products created, invented, introduced, and made available through PEPPM during the Contract period. New Products and associated supplies to be added must be priced according to the original bid discount or markup pricing structure.

If a new Product or Product group does not fit into one of its formula categories, an Awarded Vendor may appeal to Agency in writing for consideration to include the new Products on Contract. The written request must include an explanation of the circumstances that prevent the new Products from logically falling into an existing category of formula pricing.

The Agency reserves the right to reject any requests for additional Products to be added to an Awarded Vendor's Contract Product list and corresponding price structure. No consideration will be given for requests that circumvent competitive bidding requirements.

VIII.11 Pricing for Bundles

Awarded Vendors may provide bundles that include third-party Products related to the branded Products under Contract. Examples are cases or monitors purchased to accompany a laptop computer. However, all Products in the bundle must be ordered from and invoiced by the Bidder under a single Purchase Order in which the third-party Products are ordered on a one-for-one basis with the bid-awarded Products.

Third-party Products cannot be offered individually and purchased separately with PEPPM bid protection.

The price for the third-party Product must be consistent with the same formula pricing structure corresponding to the contracted Product. For example, if a computer is sold at a 5 percent discount from a vendor's catalog, then the third-party case must be sold at least 5 percent off the catalog price.

Bid-awarded Products bundled with third-party Products must represent a greater value than the third-party Products themselves. For example, a bid-awarded network interface card cannot be bundled with a third-party computer to create a complete computer bundle. Software Bidders may not bundle hardware with a software offering without permission from the Agency.

VIII.12 Errors on the Bid Response Tab

If a Bidder makes an error by expressing percentage formulas on the Bid Response Tab not described on the Quote Sheet, its bid may be non-responsive. Likewise, a bid may be non-responsive if a Bidder neglects to list Products on the Bid Response Tab for which a percentage formula is described on the Quote Sheet.

VIII.13 Allowances for Freight

Awarded Vendors should never identify standard freight charges separately when submitting Contract prices to PEPPM for publication. If bidding Markup-over-Cost, Bidders must ensure the allowance for freight is built into either the cost of the Product or the markup percent. Likewise, Bidders offering a Discount-from-List must ensure the allowance for delivery is to be built into the list price of the Product or the discount percent.

VIII.14 Minimum Order for Free Shipping

The minimum order qualifying for FOB Destination delivered price via Awarded Vendor's standard shipping method shall be \$500 to the same shipping address. Orders for less than \$500 to the same address may be accepted by the Awarded Vendor to ship prepaid with actual shipping charges added to invoice as a separate item.

Shipping prices added must be actual documented costs of shipping. Awarded Vendor may charge for expedited, other special shipping circumstances or methods, if requested by the Eligible Entity. Shipping from or to the continental United States to or from Hawaii, Alaska, or overseas U.S. territories may also be considered as special shipping. Eligible Entity must be notified on quotes if and when a shipping charge will be applied to their cost of purchase.

An Awarded Vendor may appeal in writing to Agency for relief from the free-shipping threshold when the requirement disadvantages a buyer or forces an Awarded Vendor to sell at a loss. Any exceptions shall be at Agency's sole discretion. If granted, notice shall be provided in an Awarded Vendor's Ordering Instructions to Buyers.

VIII.15 Large-Volume Purchase and Voluntary Price Reductions

An Awarded Vendor, upon request from an Eligible Entity, may offer a voluntary price reduction or a quotation for a large-volume discount from the listed PEPPM bid price. Such price decreases are discretionary by the Awarded Vendor who is under no obligation to give the same or similar discount to another Eligible Entity unless required under federal E-rate Lowest Corresponding Price (LCP) rules.

When offering any such additional discounts, the Awarded Vendor will provide a written quotation to the requesting agency, indicating that the discounted price is an "As per PEPPM" bid-price quote. The Eligible Entity shall include the quotation as an attachment to its Purchase Order.

Agency reserves the right to research, conduct, and execute electronic reverse auctions or requests for quotes or proposals for aggregated numbers of specific Products under the Contract with interested or selected Agency Awarded Vendors in conformance with applicable laws.

Bidders are urged to stipulate any additional, predetermined discounts according to Bidder-designated criteria on its Pricing Templates so that Eligible Entities can quickly see if any additional discounts are available as a standard practice.

VIII.16 Request to Cancel or Rebid a Product Line or Adjust MSRP

Should an Awarded Vendor's bid percentage-off-MSRP be subsequently lowered by the manufacturer resulting in the Awarded Vendor's financial loss, an Awarded Vendor may request that the Agency cancel or rebid the Product Line or adjust the percentage-off-MSRP. This decision to cancel, rebid or adjust shall be made at the Agency's sole discretion. Should the Agency decide to adjust the percentage-off-MSRP, then the Agency will work with the Awarded Vendor to equitably adjust the percentage-off-MSRP by balancing the competing interests of the Awarded Vendors and the Eligible Entities.

The following procedure shall apply when an Awarded Vendor requests that the Agency cancel, rebid, or make an adjustment pursuant to this paragraph.

- Along with the Awarded Vendor's written request to cancel, rebid or adjust, the Awarded Vendor shall provide all documentation needed for the Agency to make a decision

- Within seven (7) days of receipt of the written request and supporting documentation, the Agency shall provide a written determination indicating whether the Awarded Vendor's request was accepted or rejected, or whether additional information is needed to make a determination

VIII.17 Public Works and Prevailing Wage Rates

If a project for a California Eligible Entity involves construction or a service defined as a public work, an Eligible Entity may be required to bid labor services separately from the purchase of Products allowed and bid-protected under this Contract. In such instances, an Awarded Vendor may be required to comply with Prevailing Wage laws, licenses, and permits. To the extent applicable to an Eligible Entity from another state, such state's Prevailing Wage rate act, regulations, and minimum wage rates are made a part of the Purchase Order. When applicable, use Davis-Bacon wage rates for federally assisted projects.

IX Bid Procedures and Directions [\(Return to Top\)](#)

IX.1 Help on Submitting a Responsive Bid

To assist Bidders in submitting responsive bids, PEPPM provides directions, access to help files, a bid checklist, and contacts for technical support in filling out the electronic bid form.

Bidders must examine the entire bid package, then seek clarification of any item or requirement that may not be clear. They must check all their responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after the due date and time.

The following sections provide an overview of bid procedures, requirements, and directions leading to a responsive bid.

IX.2 Registration

Vendors interested in bidding must obtain a supplier account at www.Epylon.com if they do not already have one. The entire bidding process will be conducted electronically using Epylon's eBid software. Epylon imposes no fee to register or use its eBid software.

IX.3 Delivery of the PEPPM Bid Form

Bid forms will be sent automatically to all those vendors who have accounts and have indicated an interest in receiving technology bids on the Epylon system. Newly registered vendors will find the bid form shortly after their account application has been approved. If vendors reviewing their inbox do not see the PEPPM bid form, there are three possible reasons:

- Another employee under the company's account has accepted the bid form on behalf of the company. Only one bid form may be active for any given company, but any employee can forward the bid form to another company representative. Contact Epylon Customer Service to see if another company employee has opened the bid form
- The company has not categorized itself as a technology-related supplier. Contact Epylon Customer Service to be added as a "technology supplier." Then the bid form will be promptly forwarded to the company's inbox
- The company has divided its employees into geographic territories, and the bid has been directed to employees designated for California

For assistance in finding the bid form, Bidders should contact Customer Service at (888) 211-7438 or at Service@Epylon.com.

IX.4 Prebid Meetings

No Prebid meeting will be held for this RFB.

IX.5 Bidders' Questions

Bidders who have bid questions about the bid or its Terms and Conditions may submit them to BidQuestions@PEPPM.org no later than 4:00 p.m. Pacific Time on the [Questions Due Date](#). Bidders are advised to look on PEPPM.org for frequently asked questions.

Bidders who have questions or trouble using the bidding software may contact Epylon Customer Service any time at (888) 211-7438 or Service@Epylon.com. Be advised, that Customer Service operators work on Pacific time and wait times grow longer as the bid deadline approaches. Customer Service will not answer policy questions about the bid or its Terms and Conditions.

It is the Bidder's responsibility to check the FAQs list on www.PEPPM.org/bids and External Notes on the electronic bid form before submitting their bid to learn of any clarifications or interpretations related to the bid requirements or procedures that may be addressed.

IX.6 Exceptions to Terms and Conditions

Any proposed exception from the requirements indicated in this Request for Bids or from the Terms and Conditions must be stated in writing and submitted by email by the Exceptions Due Date to BidQuestions@PEPPM.org.

Any exceptions accepted by the Agency will be incorporated into a bid addendum to be published in the electronic bid documents within ten (10) days of the Exceptions Due Date. To ensure a fair and equal bidding process, any addendum will apply to all Bidders and all bids or a specified Product Line and Bidders bidding on the specified Product Line.

No material exceptions will be accepted with final electronic bid submissions received on the Bid Due Date. Any exceptions submitted by Bidder with its final electronic bid submission may disqualify the bid from consideration at the sole discretion of the Agency.

Following the award of a Contract to an Awarded Vendor, Agency reserves the right to amend the Terms and Conditions of this Request for Bids with the mutual consent of the Awarded Vendor solely to make non-material changes, correct errors, or craft minor adjustments that would not have had any material effect on any potential bid prior to awards or the results of the bid evaluation process.

IX.7 An Overview of the Bid Form

Completing a bid requires opening an electronic bid form starting from an inbox on the Epylon eCommerce system. Users may work on their bids at any time and save their work as they progress. There are three major components to the bid:

- *Answers to Questions:* If a question is tagged as required, a response must be provided, or the user will get an error message when saving their work. Some questions accept answers with file attachments.
- *Choosing Product Lines to Be Bid:* Bidders may bid upon one, several, or all Product Lines specified by checking a box alongside a Product Line name and description. For every Product Line checked, the Bidder must attach several files alongside that particular Product Line description.

- *Completion of the Pricing Template:* The template is a spreadsheet with three tabs. Bid discount formulas must be entered on the Quote Sheet Tab. Data for calculating bid formulas into effective prices are entered on the Bid Response Tab. More information on filling out the form is located in the [Pricing Specification Section](#).

IX.8 Required Attachments

Some questions prompt Bidders to upload file attachments to the bid form. Attachments must be attached to one of three places on the electronic bid form.

1. Attachments that go alongside the name of each Product Line being bid are:

- Returned Goods Policy
- Statement of Warranties
- Proof-of-Supply Letter
- Ancillary Services Form
- State Selection Form
- Signed Awarded Vendor Agreement
- PEPPM Pricing Template

2. Attachments that go alongside a required question are:

- Reference Forms (containing at least three references)
- Detailed marketing plan
- Any optional files to expand upon an answer to a question
- Leasing information (optional)

3. Attachments that can be uploaded to the Additional Response Information section are:

- Any optional files to provide the Agency with more information

IX.9 Marketing Plan

Agency requests that all Awarded Vendors develop a marketing program to promote knowledge of their awarded Contracts by way of activities and media such as printed materials, web-based information, e-mails, advertising, social media, telemarketing, webinars, trade shows, and other commercial avenues of communication. This plan should be described or attached to the bid form in response to a question in the Question Section.

IX.10 Danger of Procrastination

It is in the best interests of Bidders to submit their bids far enough before the [Bid Due Date](#) to avoid any hindrances out of the control of the Bidder, eCommerce Consultant, or Agency. Such impediments could include, extremely heavy Internet traffic, phone line disruption, busy circuits, unexpected computer outages or weather-related obstacles. Agency assumes no responsibility for impediments out of its control and encourages Bidders to submit early to avoid any possibility their bids may be late.

IX.11 Submission

When Bidders complete their bids, clicking on the Continue button at the bottom of the page enables the Bidders to make one last review of their work before submission. When satisfied, Bidders must

click the Submit button to send the bid electronically to the Agency. Once successfully transmitted, the bid will display as "Sent" in the user's inbox.

IX.12 Electronic Signature

In submitting a bid, the person named as the Bidder's representative on the electronic bid form declares that using his/her Username and Password constitute his/her Electronic Signature and that he/she is solely liable for full control and access to the password. Neither the Agency nor eCommerce Consultant has access to the user's password. By submitting the electronic bid form, he/she declares that he/she has the authority to submit the bid to the Agency and to bind his/her company to the Contract, including, without limitation to all Terms and Conditions, final pricing, statements, and all other commitments submitted to Agency.

IX.13 Status of Submitted Bids

After Bidder clicks the Submit button all answers and submissions are locked, encrypted, sealed, and sent to the Agency inbox. The Agency cannot open them until the Bid Opening Date. However, Bidders can access their own submissions to print out a complete and accurate record of their responses precisely as will be seen by the Agency when the bids can legally be opened.

IX.14 Withdrawal

A bid must be complete and final before a Bidder clicks the Submit button and sends it to the Agency. If a Bidder wishes to withdraw a bid, a Bidder can open their submitted electronic form, scroll to the bottom of the page, and click the Retract Response Button before the Bid Opening Date.

After the bid has been opened, it may not be withdrawn, and the Bidder must supply the awarded Products and ancillary services, if applicable, at the bid price and in accordance with the Terms and Conditions.

IX.15 Receipt and Opening of Bids

Electronically sealed bids must be received by the [Bid Due Date](#). Bids will be electronically unsealed and publicly read at the Bid Opening Date and time. Opening and public reading will consist of PEPPM staff clicking to open the submitted bids in front of any interested members of the public and staff in a public setting.

The Agency reserves the right to reject any or all bids not prepared in accordance with these or the following instructions or to waive any such informalities.

IX.16 Late Bids

The Agency will not consider late bids.

IX.17 Length of Time the Bidder's Offer Is Good For

After the public opening, bids will be evaluated. The Agency will conduct this process as quickly as possible so that award recommendations can be formulated. Bidder's bid, including responses to the RFB, bid formulas, discount formulas, and pricing shall be valid and irrevocable for ninety (90) days after the [Bid Due Date](#).

IX.18 Protests

Protests shall be filed with the Agency and shall be resolved following applicable law. A protest must be in writing and must be filed with the Agency. A protest of solicitation must be received at the Agency before the [Bid Opening Date](#). A protest of a proposed award or of an actual award must be filed within

ten (10) days after the protester knows or should have known the basis of the objection, and in any event within fifteen (15) days after KCSOS awards the Contract.

A protest must include:

- The name, address, and telephone number of the protester
- The original signature of the protester or its representative
- Identification of the solicitation
- A detailed statement of the legal and factual grounds of protest, including copies of any relevant documents; and the form of relief requested

IX.19 Use of Submitted Documents

Everything submitted by a Bidder as part of a bid may be part of a public record. Bidders should not attach files or information to their bids that contain trade secrets or non-disclosable information. If documents, files, or information submitted are copyrighted, Bidders, by submitting, give the Agency and Eligible Entities a license to reproduce the material as part of bid documentation with the copyright notice as initially provided. Agency shall have the right to reproduce and publish any bid submission information, documents, and files. To the extent allowed by law, it is Agency's policy not to release Bidder's financial information, customer names, or references that, if public, would give an advantage to a competitor or be disadvantageous to a Bidder's business.

IX.20 State Selection Form

Awarded Vendors are obliged to serve all LEAs in California. Although the Agency is bidding primarily on behalf of LEAs, it is the Agency's intent to extend, where feasible, the bid protections and price discounts to LEAs in states other than California, and to Eligible Organizations in California and other states to the extent permitted by law, and with the Awarded Vendor's approval.

Alongside each Product Line listed on the electronic bid form, a Bidder must attach a State Selection Form, indicating—in addition to California LEAs—which, if any, of the following Eligible Entities, by state, that it will sell to:

- LEAs
- Universities and other higher education agencies
- Local government, municipalities, and other non-education Eligible Entities

X Bid Evaluation and Award Process [\(Return to Top\)](#)

X.1 Qualification for Evaluation

Following applicable California state law and accepted standards for competitive, sealed bidding, the Agency will make awards, in each Product Line category, to the lowest, responsive, responsible Bidder.

X.2 Creation of Contracts

Evaluated bids recommended for award do not become formal Contracts until the Agency's elected Superintendent of Schools or designated signatory makes the awards and an authorized representative signs the Contracts.

X.3 Bid Evaluation Process

Bids received on time will be evaluated. A high-level overview of the evaluation process is as follows:

- Bids will be evaluated to determine if the Bidder is responsive and that all required attachments and documents are present
- Bidder's responses to questions will be examined to ensure the Bidder is responsible and capable of providing Products to LEAs and other Eligible Organizations under Agency's Terms and Conditions
- Any bidding company deemed not responsible will be notified and entitled to a hearing
- Pricing will be compared to competing bids for the same Product Line to rank pricing from lowest to highest
- A low-price Bidder will be identified
- Lowest, responsive bids from responsible Bidders will be recommended for an award

X.4 Rejection of Bids

The Agency reserves the right to accept or reject any bids, or any part thereof or items therein and to waive informalities and/or technicalities, as it deems best to protect its interests. Without limiting the foregoing, the Agency may reject:

- Late bids
- Bids that are non-responsive
- Bids from Bidders deemed not responsible
- Bids in which quoted prices are higher than street prices or are unreasonable compared to other contracts

X.5 Ambiguities

If a bid is responsive but contains ambiguities the Agency may engage in "Clarification." Bidders should submit any requested supplementary information promptly. Failure to respond is grounds for rejection of the bid as non-responsive.

X.6 Evaluation of Responsiveness

Submissions by Bidders must pass a test for responsiveness before the Bidders will be evaluated for responsibility and before the bids will move on to be evaluated for price. The following factors will be evaluated for responsiveness:

Factors related to a vendor's bid as whole:

- ☐ The bid was received on time
- ☐ Bid Terms and Conditions were accepted
- ☐ Reference forms for the Bidder were attached from at least three agencies

Factors related to any Product Line category being bid:

- ☐ Products offered were for the Products specified
- ☐ A signed Awarded Vendor Agreement was attached for each Product Line being bid
- ☐ A returned goods policy for each Product Line was attached
- ☐ A statement of warranties for each Product Line was attached, and if no explicit manufacturer warranty is offered, the attachment informed about the absence of any warranty offering
- ☐ A dated, proof-of-supply document was attached for each Product Line, or the Bidder gave evidence it was the manufacturer of the Product Line being bid
- ☐ A State Selection Form was attached alongside any Product Line being bid

- ☐ Quote sheets for each Product Line indicated pricing formulas and a price basis
- ☐ All pricing formulas were represented and correctly applied on the Bid Response Tab of the pricing template
- ☐ Manufacturer SKU numbers were present, accurate, and representative of the Product Line being bid so effective prices could be compared to those of competing Bidders
- ☐ The Bidder attached an Ancillary Services Form spreadsheet to each Product Line being bid or stated in an answer to questions that it was not providing any ancillary services

X.7 Evaluation of Responsibility

Bidders must pass a test for responsibility before its bids will move on to be evaluated for price. The following factors will be evaluated for Bidder responsibility:

- ☐ Provided evidence of a permanent place of business
- ☐ Is not insolvent or involved in bankruptcy
- ☐ Has no known overdue tax liabilities
- ☐ Owes no overdue PEPPM Transaction Fees
- ☐ Certifies it has not colluded in submitting its bid or developing pricing
- ☐ Is not under suspension or debarment or is otherwise lawfully precluded from participating in any public-sector procurement activity
- ☐ Maintains sales representatives or a sales network of resellers, as described on the bid form
- ☐ Has provided positive references from buying agencies or has past PEPPM experience
- ☐ Has given evidence of previous sales in the public sector
- ☐ Deploys system of customer support and service to all chosen Eligible Entities as described on the bid form
- ☐ Complied with any previous or existing PEPPM contracts

X.8 Evaluation of Pricing

Effective pricing of common SKUs from competing, responsive and responsible Bidders will be compared to identify the low-cost Bidder. Awards will be made to the lowest, responsive, responsible Bidder. In the event of tie bids, the winning Bidder will be decided by the flip of a coin or another method of chance selected by Agency.

X.9 Non-Material Deviations

In evaluating bids, the Agency may waive Bidders' minor errors or non-material deviations where no competitive advantage is obtained, and the information submitted by a Bidder can lead to a fair award decision among competing bids.

XI Uniform Guidance Requirements [\(Return to Top\)](#)

XI.1 Federal Rules May Apply to Purchases with Grant Funds

When an Eligible Entity seeks to procure goods and services through an Agency Contract using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR § 200 (sometimes referred to as the "Uniform Guidance," "UG" or new "EDGAR"), and Elementary and Secondary School Emergency Relief Fund (sometimes referred to as "ESSER I" or "ESSER II" funds). All Awarded Vendors must agree to comply with certain requirements which may apply to specific purchases using federal grant funds. Eligible Entity must advise Awarded Vendor if an

order will utilize funds under a federal grant or contract, in which case Sections XI.1 through XI.18 shall apply.

XI.2 Awarded Vendor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils), as authorized by 41 U.S.C. § 1908, must address administrative, contractual, or legal remedies where contractors violate or breach Contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Awarded Vendor default are included in the Contract Documents. Any Contract award will be subject to such Contract Documents. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

XI.3 Termination for Cause or Convenience

For any purchase or contract of more than \$10,000 made using federal funds, the Awarded Vendor agrees that the following terms and condition shall apply:

The Eligible Entity may terminate or cancel any Purchase Order under the Contract at any time, without cause, by providing seven (7) business days advance written notice to the Awarded Vendor. If this Agreement is terminated for convenience in accordance with this paragraph, the Eligible Entity shall only be required to pay Awarded Vendor for goods or services delivered to the Eligible Entity before the termination and not otherwise returned in accordance with Awarded Vendor's return policy. If the Eligible Entity has paid the Awarded Vendor for goods or services not yet provided as of the date of termination, the Awarded Vendor shall immediately refund such payment(s).

The Eligible Entity may terminate or cancel any Purchase Order under the Contract with cause pursuant to Section XIII.6.

XI.4 Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all Eligible Entity purchases or Contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provided under 41 CFR § 60-1.4(b) is hereby incorporated by reference. The Awarded Vendor agrees that such provision applies to any Eligible Entity purchase or Contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and the Awarded Vendor agrees that it shall comply with such provision.

XI.5 Davis-Bacon Act

When required by federal program legislation, the Awarded Vendor agrees that, for all Eligible Entity prime construction Contracts/purchases more than \$2,000, the Awarded Vendor shall comply with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Awarded Vendor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a

wage determination made by the Secretary of Labor. In addition, the Awarded Vendor shall pay wages not less than once a week.

Current Prevailing Wage determinations issued by the Department of Labor are available at <http://www.wdol.gov>.

The Awarded Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Awarded Vendor is conditioned upon the Awarded Vendor's acceptance of the wage determination. The Awarded Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

XI.6 Contract Work Hours and Safety Standards Act

Where applicable, for all Eligible Entity Contracts or purchases more than \$100,000 that involve the employment of mechanics or laborers, the Awarded Vendor agrees to comply with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, the Awarded Vendor must compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or Contracts for transportation or transmission of intelligence.

XI.7 Rights to Inventions Made Under a Contract or Agreement

If the Eligible Entity's federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. The Awarded Vendor agrees to comply with the above requirements when applicable, but expressly retains as much of the entire right, title, and interest throughout the world to each subject invention as allowed by applicable law.

XI.8 Clean Air Act and Federal Water Pollution Contract Act

Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. § 1251-1387), as amended—Contracts and sub-grants of amounts more than \$150,000 must contain a provision that requires the non-federal award to comply with all standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, the Awarded Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

XI.9 Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)–A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR § 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, and parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Awarded Vendor certifies that the Awarded Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Awarded Vendor further agrees to immediately notify the Eligible Entity of pending purchases or seeking to purchase from the Awarded Vendor if the Awarded Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

XI.10 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)–Bidders who bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. As applicable, Bidders agree to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

XI.11 Procurement of Recovered Materials

For Eligible Entity's purchases utilizing federal funds, the Awarded Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as the district may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XI.12 Profit as a Separate Element of Price

For purchases using federal funds more than \$250,000, the Eligible Entity may be required to negotiate profit as a separate element of the price. See, 2 CFR § 200.324(b). When the Eligible Entity makes a reasonable determination that such information is required by law, the Awarded Vendor agrees to provide information and negotiate with the Eligible Entity regarding profit as a separate element of the price for a particular purchase. However, the Awarded Vendor agrees that the total price, including profit, charged by the Awarded Vendor to the Eligible Entity shall not exceed the awarded pricing.

XI.13 Bonding Requirements

Pursuant to 2 CFR § 326, the Agency requires applicable bid security, performance, and payment bonds on construction projects. As such, for construction or facility improvement Contracts or subcontracts exceeding the simplified acquisition threshold currently set at \$250,000, the federal awarding agency or pass-through entity may accept the bonding policy and requirements of the Eligible Entity, provided that the federal awarding agency or pass-through entity has made a determination that the federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- A bid guarantee from each Bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Bidder will, upon acceptance of the bid, execute such contractual documents as required within the time specified.
- A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XI.14 Not-To-Exceed Price

If requested by the Eligible Entity, on any Contract based on time and materials, the Awarded Vendor shall set a ceiling price that the Awarded Vendor exceeds at its own risk pursuant to 2 CFR § 200.318(j).

XI.15 Contracting with Historically Underutilized Businesses

The Awarded Vendor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists
- Assuring that small and minority business and women's business enterprises are solicited whenever they are potential sources
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce
- Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in the foregoing bulleted items of this section

XI.16 Equivalent Products

Comparable (Alternate) Products: Where the specification states a named Product followed by “or equal,” an alternate or comparable Product may be bid; however, the burden is on the Bidder to provide evidence that a proposed alternate meets or exceeds the Agency specified named Product and its attributes and that it provides an equal or better warranty. If comparable Product(s) are

proposed in the bid, the Bidder must provide a detailed comparison for each to include a list of all the significant qualities of the Product named in the Specification and those of the proposed alternate Product(s). Significant qualities include attributes such as performance, weight, size, durability, visual effect and specific features and requirements indicated. The Agency reserves the right to reject proposed alternate Products if it does not consider them equal to or better than the named Product in the specification. Note: Where a Product equivalent is being offered for an E-rate Product, [Section VI.18](#) shall control.

Substitutions for Cause: An Awarded Vendor may only propose substitutions pursuant to a Purchase Order submitted by a purchasing Eligible Entity in the event of unavailability of Product, regulatory changes, or unavailability of required warranty terms. The Awarded Vendor must notify both the Agency and the purchasing Eligible Entity of all substitutions for cause with full documentation at least thirty (30) working days before the commencement of work. All documentation must demonstrate that the proposed substitution is equal to or better than the specified Product on all physical and in-service attributes and warranty provisions and can be implemented by subcontractors as necessary without disruption to the project. The purchasing Eligible Entity must approve all substitutions. The Eligible Entity reserves the right to reject proposed alternate Products if it does not consider them equal to or better than the named Product in the specification.

Substitutions for Convenience: Bidders may not propose substitutions for convenience.

XI.17 Preference for American-Made Materials

Awarded Vendor should, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, Products, or materials produced in the United States, when possible, in connection with any services provided to the Eligible Entity.

XI.18 General Compliance and Cooperation with Eligible Entity

In addition to the foregoing specific requirements, the Awarded Vendor agrees, in accepting any Purchase Order or Contract from the Eligible Entity, it shall make a good-faith effort to work with the Eligible Entity to provide such information and to satisfy such requirements as may apply to the Eligible Entity's purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements and Contract cost and price analyses required under the Uniform Grant Guidance.

For example, the Eligible Entity must perform a cost or price analysis in connection with every procurement action of more than \$250,000, including Contract modifications. Such a cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price without looking at the individual cost elements. Thus, the Awarded Vendor agrees to make a good-faith effort to work with the Eligible Entity to complete such a cost or price analysis to comply with the law.

XII Post-Award Requirements [\(Return to Top\)](#)

XII.1 Audit Requirements

Agency reserves the right to ask Awarded Vendors or Authorized Resellers for proof of correct bid-price posting, quoting, and invoicing. From time to time, Agency will conduct spot checks or hire a third-party accounting firm to statistically sample records to verify the integrity of PEPPM-posted pricing and invoiced sales. Therefore, Awarded Vendors are required to:

- Maintain standard business records for at least three years following any sale or payment
- Store underlying cost data for pricing if they have bid under a Markup-over-Cost method
- Keep a record of an underlying price-list basis if they have bid under a Discount-from-List method
- Cooperate with PEPPM staff or auditors for any request for records to sample or verify any of their posted pricing or invoiced sales

XII.2 Minimum Sales

While Agency does not guarantee any minimum sales, Awarded Vendors are expected to achieve at least \$5,000 sales per quarter for each awarded Product Line. When an Awarded Vendor fails to meet a quarterly threshold, Agency may contact the company to obtain a progress report of sales in its pipeline, identify obstacles to sales, or suggest enhanced marketing to PEPPM customers.

XII.3 Contact and Ordering Instructions

PEPPM will send newly Awarded Vendors an email with instructions on how to complete a standard template for Buyer Ordering Instructions. Awarded Vendors must fill out and return the document in Microsoft Word format for every Product Line awarded. The instructions will give Eligible Entities advice on how to fill out their Purchase Orders, whom to contact, and what resellers, if any, are authorized to sell under the Contract.

Ordering Instructions must be updated whenever an Awarded Vendor's information changes, especially when contact information changes or when resellers are added or removed.

XII.4 Price Lists

Awarded Vendors are required to submit price-list spreadsheets, as prescribed in an Agency template. Data presented should include line items for both physical Products and intangible Products. The Agency will provide specific directions in an email notice to newly Awarded Vendors.

Submitted data will be transferred by Agency to electronic catalogs on PEPPM.org and other eCommerce systems. The data will showcase bid-protected Products to Eligible Entities to foster purchases.

Vendor's spreadsheet contents must be written so buyers can easily find and identify Products under Contract. Data that includes abbreviations or lacks keyword descriptions will be disadvantaged compared to other competitors' items covered by another PEPPM contract.

Agency and its eCommerce Consultant reserve the right to use a third-party content provider to describe or expand upon Product descriptions provided by an Awarded Vendor.

XII.5 Pricing Updates

PEPPM pricing is dynamic, in that formulas accepted from Awarded Vendors are based on discounts from a commercially available price list or a Markup-over-Cost. Therefore, prices may change frequently. Awarded Vendors are required to send PEPPM updated prices whenever their price basis changes. PEPPM will accept updated price lists as often as once per week.

Awarded Vendors must either provide PEPPM a "valid-through" date for posting or certify every five weeks by email that its prices are current.

XII.6 Semi-Annual Reconciliation Reports

Awarded Vendors and their Authorized Resellers must submit a Sales Reconciliation Report to PEPPM twice a year, once for the period January through June, and the second for the period July through December. Reports are due July 30 and January 31, respectively, or on the following business day when the due date falls on a weekend or designated holiday.

Sales Reconciliation Reports based on an official PEPPM template must detail any PEPPM-affiliated sales not covered on monthly invoices. Awarded Vendors who have been granted permission for self-reporting are not subject to the requirement.

XII.7 Specials and Promotions

During the term of its Contract, an Awarded Vendor may offer specials and promotions that may be posted on PEPPM.org.

XII.8 Leasing Information

Awarded Vendors may allow Eligible Entities to enter into rental, lease, or lease purchase agreements, provided that such agreements comply with the Agency's state statutes and state Department of Education policies, rules, and regulations, and any state-specific laws and regulations applicable to Eligible Entities in other states. Awarded Vendor agrees that leases will comply with the Uniform Commercial Code for the state in which the Eligible Entity is from.

Agency will not collect lease payments or be involved in the terms and conditions of the lease.

Awarded Vendor must indicate in its terms and conditions if the shipping costs for the return of leased or rented equipment are the responsibility of the Eligible Entity, and what that cost will be. No sale or assignment of a lease contract to a third party will be made without first informing Agency and the Eligible Entity of the sale or assignment. If an Awarded Vendor sells or assigns a lease contract to a third party, the cost of the return must not be greater than the cost of return to the original Awarded Vendor.

Awarded Vendors providing lease or rental opportunities must submit a file detailing lease arrangements available to Eligible Entities. PEPPM will post the information on the PEPPM website. (Awarded Vendor shall be required to provide such information electronically such as Microsoft Word or Adobe PDF document.) If the Awarded Vendor changes their terms and conditions during the term of the Agency Contract, the new document must be filed with PEPPM for archiving and posting.

Lease or rental proposals to Eligible Entities under the Agency Contract must clearly demonstrate that the base price of the equipment and services in the lease or rental proposal was derived using the PEPPM bid-discounted pricing or better. The Eligible Entity shall submit a copy of all leasing documents, any associated PEPPM quotes, and any other Awarded Vendor required document(s) with a Purchase Order or letter of intent to lease provided on school or agency letterhead and signed.

Awarded Vendor may use a state procurement agency-approved lease agreement terms and conditions or may substitute its own leasing terms and conditions with the approval of the Eligible Entity.

Any financing arrangements (including lease purchasing arrangements) will be made directly between an Eligible Entity and the Awarded Vendor or applicable lender. Financing arrangements may be subject to additional laws, rules, regulations, and terms and conditions not described in this document and are subject to separate negotiation with each Eligible Entity interested in such an arrangement.

Each Eligible Entity should seek its own legal advice before entering into a financing arrangement. All financing arrangements are between the Eligible Entity and the Awarded Vendor or the lender only, and Agency will not be involved in any way.

XII.9 Contract Promotion, Advertising, and Marketing

An Awarded Vendor shall not advertise or publish information concerning an award or Contract before an announcement being made by the Agency. However, after the Agency signs and announces new Contracts, an Awarded Vendor may make truthful and accurate marketing statements regarding its Agency awards.

Before an Awarded Vendor issues a press release about its Contracts, the Agency or PEPPM must give prior approval.

To Awarded Vendors for the term of its Contract, PEPPM extends a license to use the PEPPM logo on the vendor's website and in marketing collateral. Advance permission and review are required. However, the Agency may cause the Awarded Vendor to recall any collateral or any use of the PEPPM logo not in conformance with guidelines, untruthful, or inaccurate.

For each awarded Product Line, Awarded Vendors are required to carry out any marketing plans specified in their bid submissions. At any time, PEPPM may telephone or email an Awarded Vendor for a progress report and evidence of activities conducted under their marketing plans.

XII.10 Request for Voluntary Discounts and Promotions

Awarded Vendors are required to provide an answer, even if no, to requests from LEAs for voluntary, additional discounts or volume discounts—in particular, from any requests deriving from the Agency or eCommerce Consultant's websites. When extending an optional discount, the Awarded Vendor is not obligated to provide a similar or equal discount to another LEA, unless required by federal E-rate Lowest Corresponding Price rules.

XII.11 Punchout Functionality

By default, the Products to be sold by Awarded Vendors will be listed in a hosted marketplace at www.PEPPM.org and other affiliated websites. However, an Awarded Vendor may petition Agency, by email, for a Punchout technology solution. Under this arrangement, a vendor would host its Products on its own website and provide necessary data back to PEPPM to ensure compliance with its Contract with the Agency. Before approval, an Awarded Vendor must demonstrate its ability to meet standards set by Agency and its eCommerce Consultant, which are available upon request. Permissions are granted at Agency's or PEPPM's sole discretion.

XII.12 Training of the Sales Force and Authorized Resellers

Awarded Vendor is responsible to inform and train its sales force and Authorized Resellers on the use of its Agency Contracts for sales under the Agency's bid-protection provisions.

XII.13 Contract Extension

Where California allows continuing contracts for equipment for up to five years, Agency reserves the right to extend any eligible bid award beyond the [Contract Term](#), one year at a time for a period of up to two years. The extension of any awarded bid will be optional upon the agreement of the Agency and the Awarded Vendor.

Within the allowable time frame allowed for a continuing contract, the Agency reserves the right to offer month-by-month extensions until a new contract is awarded. These month-by-month extensions of the awarded Contract will be optional upon the agreement of the Agency and the Awarded Vendor.

XIII Other Terms and Conditions [\(Return to Top\)](#)

XIII.1 Entire Agreement

The Contract will represent the complete Agreement between the Agency and the Awarded Vendor, superseding any other prior or contemporaneous written or oral agreements. Any changes, corrections, or additions to the Contract shall be in writing in the form of an amendment signed by Agency and Awarded Vendor (and the eCommerce Consultant if the eCommerce Consultant is a necessary party).

The Purchase Order will represent the complete Agreement between the Eligible Entity and the Awarded Vendor, superseding any other prior or contemporaneous written or oral agreements. Any changes, corrections, or additions to the Purchase Order shall be in writing in the form of an amendment signed by Eligible Entity and Awarded Vendor.

XIII.2 Default Related to the Contract

The Agency or Eligible Entity may, subject to the provisions of Force Majeure, and in addition to its other rights under the Contract or Purchase Order, at law or in equity, declare the Awarded Vendor in default by written notice thereof to the Awarded Vendor, and terminate the whole or any part of the Contract (including, without limitation, for one or more states) or Purchase Order for any of the following reasons:

- Failure to deliver the awarded item(s) within the time period specified under a Purchase Order or as otherwise specified
- Improper delivery
- Failure to provide an item in conformance with the specifications referenced in the Request for Bids
- Delivery of a defective item, where such defect is not cured subject to Section VII.15
- Failure or refusal to remove and replace any item(s) rejected as defective or nonconforming within fifteen (15) days after notification
- Insolvency
- Assignment made for the benefit of creditors
- Failure to protect, repair, or make good any damage or injury to property as required by the Contract
- Breach of any provision, term, or condition of the Contract or Purchase Order, or failure to perform any obligation, requirement, covenant or condition of the Contract or Purchase Order if such breach, violation, non-compliance, or failure of performance is not cured within thirty (30) days of receipt of written notice thereof
- Failure to make progress in the performance of the Contract or Purchase Order and/or giving Agency or Eligible Entity reason to believe that Awarded Vendor will not or cannot perform to the requirements of the Contract or Purchase Order, if such failure is not cured within thirty (30) days of receipt of written notice thereof
- Failure to pay Transaction Fees when due
- Failure to follow the established procedure for Purchase Orders, invoices, and receipt of funds as stipulated by the Agency and/or Eligible Entity

- Failure to maintain its baseline catalog online
- Failure to update prices
- Nonperformance in sales
- Failure to meet E-rate Program Compliance requirements including suspension or debarment
- Suspension or Debarment during the term of the Contract
- The Awarded Vendor or Authorized Reseller is debarred or suspended or otherwise lawfully precluded from participating in any public-sector procurement activity
- The Awarded Vendor, Authorized Reseller, or awarded Product Line has been identified by the U.S. Government as posing a national security threat to the integrity of communications networks or the communications supply chain

XIII.3 Default Related to the Purchase Order

The Eligible Entity may, subject to the provisions of Force Majeure, and in addition to its other rights under the Purchase Order, at law or in equity, declare the Awarded Vendor in default by written notice of it to the Awarded Vendor, and terminate the whole or any part of a Purchase Order for any of the following reasons:

- Failure to deliver the awarded item(s) within the time period specified on the Purchase Order or as otherwise specified
- Improper delivery
- Failure to provide an item in conformance with the specifications referenced in the Request for Bids
- Delivery of a defective item, where such defect is not cured subject to Section VII.15
- Failure or refusal to remove and replace any item(s) rejected as defective or nonconforming within fifteen (15) days after notification
- Insolvency
- Assignment made for the benefit of creditors
- Failure to protect, to repair, or to make good any damage or injury to property as required by the Contract
- Breach of any provision of the Purchase Order
- Failure to adequately perform the services set forth in the Purchase Order
- Failure to make progress in the performance of the Purchase Order and/or giving LEA reason to believe that Awarded Vendor will not or cannot perform to the requirements of the Purchase Order
- Failure to observe any of the Terms and Conditions of the Contract or Purchase Order
- Failure to follow the established procedure for Purchase Orders, invoices, and receipt of funds as stipulated by the Eligible Entity
- Suspension or Debarment occurring during the term of the Purchase Order
- The Awarded Vendor, Authorized Reseller, or awarded Product Line has been identified by the U.S. Government as posing a national security threat to the integrity of communications networks or the communications supply chain

If the Eligible Entity terminates the Purchase Order in whole or in part as provided above, the Eligible Entity may procure, upon such terms and in such manner as it determines, any Products similar or identical with the Products so terminated.

If the Purchase Order is terminated as provided in above, the Eligible Entity, in addition to any other rights provided in this paragraph, may require the Awarded Vendor to transfer title and deliver immediately to the Eligible Entity in the manner and to the extent directed by the Eligible Entity, any partially manufactured or delivered Products as the Awarded Vendor has specifically produced or specifically acquired for the performance of the Purchase Order as has been terminated. Except as provided below, payment for any partially manufactured or delivered Products accepted by the Eligible Entity shall be in an amount agreed upon by the Awarded Vendor and Eligible Entity. The Eligible Entity may withhold from amounts otherwise due the Awarded Vendor for any partially manufactured or delivered Products, such sum as the Eligible Entity reasonably determines to be necessary to protect the Eligible Entity against loss due to the Awarded Vendor's default.

XIII.4 Remedies

The rights and remedies of the Agency or Eligible Entity provided in these Terms and Conditions shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or under the Contract or Purchase Order.

The Agency's or Eligible Entity's failure to exercise any rights or remedies provided in these Terms and Conditions, at law, in equity, or under the Contract or Purchase Order shall not be construed to be a waiver by the Agency or Eligible Entity of its rights and remedies in regard to the event of default or any succeeding event of default.

If an Eligible Entity has an administrative dispute resolution process mandated by law, the Awarded Vendor agrees to adhere to such process.

XIII.5 Force Majeure

Neither party to the Contract or a Purchase Order will incur any liability to the other if its performance of any obligation pursuant to the Contract or Purchase Order, as applicable, is prevented or delayed by causes beyond its reasonable control and without the fault or negligence of such party. Causes beyond a party's reasonable control may include but are not limited to, acts of God or war, changes in controlling law, regulations, orders, or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Awarded Vendor shall notify the Agency regarding obligations pursuant to the Contract or the Eligible Entity regarding obligations pursuant to the Purchase Order orally within five (5) business days and in writing within ten (10) business days of the date on which the Awarded Vendor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall:

- Describe fully such cause(s) and its effect on performance
- State whether performance under the Contract or Purchase Order, as applicable, is prevented or delayed, and
- If performance is delayed, state a reasonable estimate of the duration of the delay if the nature of the Force Majeure event does not prevent Awarded Vendor from reasonably making such an estimation.

The Awarded Vendor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce within ten (10) business days of Agency's or Eligible Entity's written request such supporting documentation as the Agency or Eligible

Entity may reasonably request. After receipt of such notification, the Agency or Eligible Entity may elect either to cancel the Contract or Purchase Order, as applicable, or to extend the time for performance as reasonably necessary to compensate for the Awarded Vendor's delay.

In the event of a declared emergency by competent governmental authorities, the Eligible Entity by notice to the Awarded Vendor, may suspend all or a portion of the Purchase Order, and resume activities when the suspension ends, including making any delayed payments resulting from the suspension.

XIII.6 Termination of Purchase Order

In addition to the other rights of termination set forth in this RFB, the Eligible Entity has the right to terminate a Purchase Order for the following reasons. Termination shall be effective upon written notice to the Awarded Vendor.

- **Termination for Cause:** The Eligible Entity shall have the right to terminate a Purchase Order for Awarded Vendor default upon written notice to the Awarded Vendor unless the Awarded Vendor promptly commences a cure of its default and diligently and completely cures its default within thirty (30) days after receipt of the Eligible Entity's notice of default. Notwithstanding any termination for cause, the Awarded Vendor shall be paid for work satisfactorily completed before the Effective Date of the termination, less the Eligible Entity's damages due to the Awarded Vendor's default.
- **Non-Appropriation:** If the Eligible Entity purchasing from the Awarded Vendor or an Authorized Reseller is a state or local agency under laws of the state applicable to such Eligible, the Eligible Entity's obligation to make payments during any agency fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Eligible Entity shall have the right to terminate the Purchase Order (including any applicable lease). In such event, Eligible Entity must: (1) certify that its governing body did not appropriate funds for the applicable fiscal year; (2) certify that the canceled equipment is not being replaced by similar equipment or equipment performing similar functions during the ensuing fiscal year; and (3) return the equipment to Awarded Vendor, free from all liens and encumbrances, in good condition to a location designated by the Awarded Vendor (which location must be within the Eligible Entity's state, if so requested by Eligible Entity), whereupon Eligible Entity will be released from its obligations to make any further payments to Awarded Vendor, with Awarded Vendor retaining sums paid to date.

XIII.7 Termination of Contract

In addition to the other rights of termination expressly set forth in this RFB, the Agency shall have the right to terminate the Contract, in whole or in part, without penalty, for Agency's convenience upon thirty (30) days written notice to the Awarded Vendor, and upon receipt of said notice, the parties shall have no further obligations to each other (except for those obligations that expressly survive the termination of this Contract).

At any time, the Agency reserves the right to review the Awarded Vendor's performance of Contract responsibilities with the possibility of cancellation of the whole or any part of this Contract due to failure by the Awarded Vendor to carry out any obligation, term, or condition. The Agency may, but is not obligated to, follow the following procedure:

- Step 1: Issue a warning Letter of Concern outlining the violations and length of time to correct the problems
- Step 2: Issue a letter of intent to cancel Contract, if the problems are not resolved by a given date
- Step 3: Issue a letter to cancel the Contract

Upon receipt of the written Letter of Concern, the Awarded Vendor shall have ten (10) business days to provide a satisfactory response to Agency detailing how Awarded Vendor intends to address Agency's concerns. Failure on the part of the Awarded Vendor to address adequately all issues of concern may result in Contract cancellation.

If termination of the Awarded Vendor Contract by the Agency occurs, each Purchase Order then in effect shall remain in full force and effect until the end of its scheduled term and shall be governed by the Terms and Conditions of the Contract and Purchase Order as if the Contract were still in effect. No new Purchase Orders shall be entered into after the Effective Date of the termination of the Contract.

XIII.8 Assignability and Subcontracting

The Contract and Purchase Order shall be binding upon the parties and their respective successors and assigns.

The Awarded Vendor shall not subcontract with any person or entity to perform all or substantially all of the work to be performed under the Contract or a Purchase Order, without notifying the Agency and Eligible Entity, as applicable. Using delivery/removal carriers does not constitute subcontracting. Awarded Vendor may use subcontractors regularly retained by Awarded Vendor in the ordinary course of business to perform cost, freight, and insurance, custom factory integration (CFI), warranty, break/fix, administrative and back office services, provided such subcontractors shall not have access to Eligible Entity's confidential information other than billing and contact information, and Awarded Vendor shall indemnify and hold harmless Agency and Eligible Entity from any claims, penalties, damages, and expenses of any nature (including attorneys' fees and costs) arising out of or relating to such subcontractors.

The Awarded Vendor may not assign, in whole or in part, the Contract or any Purchase Order or its rights, duties, obligations, or responsibilities thereunder without the prior written consent of the Agency and Eligible Entity, as applicable, which consent shall not be unreasonably withheld, conditioned, or delayed.

For the purposes of the Contract and Purchase Order, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of a majority ownership interest in the Awarded Vendor provided that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

Any assignment consented to by Agency or Eligible Entity shall be evidenced by a written assignment agreement executed by the Awarded Vendor and its assignee in which the assignee agrees to be legally bound by the Terms and Conditions of the Contract or Purchase Order, as applicable, and to assume the duties, obligations, and responsibilities being assigned. Unless the Agency or Eligible Entity has consented to an assignment and agreed in writing to release the assignor from liability under the Contract or Purchase Order, no assignment shall release the Awarded Vendor from liability under the Contract or Purchase Order.

A change of name by the Awarded Vendor, following which the Awarded Vendor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Awarded Vendor shall give the Agency and any Eligible Entities holding outstanding Purchase Orders written notice of any such change of name.

Notwithstanding the foregoing, the Awarded Vendor may, without the consent of the Eligible Entity, assign the Agreement to a successor entity in connection with a merger, consolidation or dissolution of all or substantially all of Awarded Vendor's assets or business, provided that Awarded Vendor's successor entity assumes in writing all of Awarded Vendor's obligations under this Agreement and agrees in writing to be bound by this Agreement, assign its rights to payment to be received pursuant to the Purchase Order, provided that the Awarded Vendor provides written notice of such assignment to the Eligible Entity together with a written acknowledgment from the assignee that any such payments are subject to the Terms and Conditions of the Purchase Order.

Further, notwithstanding the foregoing, the Awarded Vendor may, without the consent of Agency or Eligible Entity, assign leases to a third party for the purposes of securitization or factoring.

XIII.9 Intellectual Property Indemnity

Awarded Vendor shall defend, indemnify and hold harmless the Agency and Eligible Entity (collectively, "Indemnitees") from and against all claims, damages, losses and expenses, including without limitation reasonable attorney's fees and legal costs, that Indemnitees incur as a result of any third-party claims, demands, or actions arising out of or resulting from a claim or allegation that any Products provided by Awarded Vendor in connection with the Contract or a Purchase Order ("Covered Product") infringe upon or misappropriate any patent, copyright, trademark, trade secret or other intellectual property rights of any third party enforceable in the United States (each a "Covered Claim"). Awarded Vendor shall have no obligation for Covered Claims to the extent they are caused by: (i) the combination of a Covered Product with third-party Products with which such Covered Product was not intended to be used; (ii) the unauthorized modification of a Covered Product; (iii) the use of a Covered Product for a purpose or in a manner for which such Covered Product was not designed; or (vi) the use of a Covered Product after Awarded Vendor has informed Eligible Entity of modifications or changes to the Covered Product that do not result in a material loss of functionality and that are required to avoid such Covered Claim, and has offered to promptly implement such modifications or changes free of charge, if such Covered Claim would have been avoided by implementation of such modifications or changes. To obtain the benefit of the foregoing indemnification, Indemnitees must (a) promptly notify Awarded Vendor of a Covered Claim; (b) provide Awarded Vendor with such reasonable assistance as Awarded Vendor reasonably requires from time to time, provided Awarded Vendor shall pay for all Indemnitees' out of pocket costs; and (c) give Awarded Vendor full control of the defense and settlement of the Covered Claim, provided that no settlement shall require the payment of any amount not indemnified for hereunder. If a Covered Claim is made, or in Awarded Vendor's opinion is likely to occur, Awarded Vendor, at its sole discretion and expense, may perform one of the following: (a) use its reasonable endeavors to procure for Indemnitees the right to continue using the Covered Products; (b) use its reasonable endeavors to replace or modify the Covered Products so they become non-infringing, without material loss of functionality; or (c) if neither (a) or (b) are practicably available to Awarded Vendor acting reasonably, reimburse to Indemnitees all prepaid amounts, and reimburse Indemnitees for the total cost of such Covered Products depreciated on a straight-line basis over a period of five years.. This section states the exclusive and entire liability of Awarded Vendor to Indemnitees for Covered Claims and the obligations of Awarded Vendor hereunder shall survive termination of the Contract or Purchase Order.

XIII.10 Indemnification

To the fullest extent allowed by law, the Awarded Vendor shall indemnify and hold harmless the Agency and Eligible Entity from and against all claims, damages, losses and expenses, including without limitation reasonable attorney's fees and legal costs that Agency or Eligible Entity incur as a result of any third-party claims, demands, or actions arising out of or resulting from the Awarded Vendor's actual or alleged gross negligence, willful misconduct, or breach of the Contract or a Purchase Order.

This includes, without limitation, claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, caused in whole or in part by acts or omissions or gross negligence of the Awarded Vendor, its Authorized Resellers, anyone directly employed by them, or anyone for whose actions they are held to be legally liable.

The indemnification obligations under the Contract and Purchase Order shall not be limited by amount or type of damages, compensation, or benefits payable by or for the Awarded Vendor or Authorized Reseller under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Further, nothing in these indemnification provisions is intended to waive or extinguish the immunity protections of the Agency or Eligible Entity, its agents, or employees as set forth in California law or other similar state or federal laws or Constitutional provisions. Awarded Vendor's indemnity obligations shall be in addition to any insurance requirements under the Contract or Purchase Order. The obligations shall survive the expiration or earlier termination of the Contract or Purchase Order.

XIII.11 Limits of Awarded Vendor Liability

The Awarded Vendor's liability to Agency under the Contract shall be limited to the greater of \$3,000,000 or two times the total amount ordered by all Eligible Entities from Awarded Vendor during the 12-month period preceding the date that the dispute first arose. The Awarded Vendor's liability to any Eligible Entity shall be limited to the greater of \$500,000 or two times the total amount ordered by such Eligible Entity from Awarded Vendor during the 12-month period preceding the date that the dispute first arose.

Unless stated otherwise in this section, this limitation will apply regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not apply, however, to damages for bodily injury (including death) or damage to real property or tangible personal property for which the Awarded Vendor is legally liable. Nor will the limitation apply to the Awarded Vendor's intellectual property indemnity — subject, however, to the disclaimer of any consequential damages and other related categories of damages as set forth elsewhere in this section. In no event shall Awarded Vendor, Agency or any Eligible Entity be liable for any special, indirect, incidental, exemplary, reliance, consequential or punitive damages, or loss of profits or revenue, whether based on breach of Contract, tort (including negligence), Product liability or otherwise.

XIII.12 Governing Law; Jurisdiction and Venue, and Severability

The Agreement between the Agency and the Awarded Vendor and its Authorized Resellers will be governed and construed in the courts with the laws of the state of California without giving effect to its conflict-of-laws provisions. Claimants submit to the exclusive jurisdiction of the courts of Kern County in the state of California and any United States courts located within Agency's jurisdiction for purposes of any and all litigation arising out of or relating to this Agreement or the use of the PEPPM website.

Claimants waive any objections to the forum of California for lack of venue, *forum non-conveniens*, or any other jurisdictional ground.

When claims, disputes, or other matters arise between an Eligible Entity and an Awarded Vendor, the Agreement or Purchase Order shall be governed, construed, and enforced in the courts and under the laws of the state, district, or territory in which the Eligible Entity is located. Again, claimants waive any objections to the forum of the respective Eligible Entity for lack of venue, *forum non-conveniens*, or any other jurisdictional ground.

Should any term of the Contract or Purchase Order be rendered unlawful by a court of competent jurisdiction or any legislative act, then the parties shall give effect to the balance of the Contract or Purchase Order to the extent possible. If such invalidity shall be caused by the length of any period of time set forth in any part of the Contract or Purchase Order, such period of time shall be considered to be reduced or increased, as necessary, to a period which would cure such invalidity.

XIII.13 Rights of Eligible Entities

The rights and remedies of the Agency and Eligible Entities provided in these Terms and Conditions shall not be exclusive and are in addition to any other rights and remedies provided by law, at equity, under the Contract and any Purchase Order.

XIII.14 Legal Notices

All notices explicitly or implicitly required by the Contract or Purchase Order shall be delivered by certified mail or other commercial carrier offering proof of delivery to the parties at the address referred to in the Awarded Vendor Agreement or Purchase Order. Unless proven to the contrary by the recipient, notice shall be considered received no more than two (2) business days after its postmark by the postal service or proof of delivery by a commercial carrier.

XIII.15 Binding Nature and Survival

The Contract and each Purchase Order shall bind and inure to the benefit of the respective parties thereto and their respective successors and assigns. It is understood and agreed, whether or not specifically provided herein, any provision of the Contract or Purchase Order, which by its nature and effect is required to be observed, kept, or performed after the expiration or termination of the Contract or Purchase Order shall survive the expiration or termination of the Contract or Purchase Order.

XIII.16 Copyright

This Request for Bids, its Terms and Conditions, the electronic bid form, and all attachments are copyrighted by Agency, CSIU, and the Epylon Corporation (©2023, KCSOS, CSIU & Epylon).

[END]

Partial List of Eligible Agencies

Kern County Office of Education

PEPPM 2023 Supplemental Product Line Bid – California Electronic Bid # 536222

County Offices of Education

County	Agency Name
Alameda	Alameda County Office of Education
Alpine	Alpine County Office of Education
Amador	Amador County Office of Education
Butte	Butte County Office of Education
Calaveras	Calaveras County Office of Education
Colusa	Colusa County Office of Education
Contra Costa	Contra Costa County Office of Education
Del Norte	Del Norte County Office of Education
El Dorado	El Dorado County Office of Education
Fresno	Fresno County Office of Education
Glenn	Glenn County Office of Education
Humboldt	Humboldt County Office of Education
Imperial	Imperial County Office of Education
Inyo	Inyo County Office of Education
Kern	Kern County Office of Education
Kings	Kings County Office of Education
Lake	Lake County Office of Education
Lassen	Lassen County Office of Education
Los Angeles	Los Angeles County Office of Education
Madera	Madera County Office of Education
Marin	Marin County Office of Education
Mariposa	Mariposa County Office of Education
Mendocino	Mendocino County Office of Education
Merced	Merced County Office of Education
Modoc	Modoc County Office of Education
Mono	Mono County Office of Education
Monterey	Monterey County Office of Education
Napa	Napa County Office of Education
Nevada	Nevada County Office of Education
Orange	Orange County Office of Education
Placer	Placer County Office of Education
Plumas	Plumas County Office of Education
Riverside	Riverside County, Office of Education
Sacramento	Sacramento County Office of Education
San Benito	San Benito County Office of Education
San Bernardino	San Bernardino County Office of Education
San Diego	San Diego County Office of Education
San Francisco	San Francisco County Office of Education
San Joaquin	San Joaquin County Office of Education

San Luis Obispo	San Luis Obispo County Office of Education
San Mateo	San Mateo County Office of Education
Santa Barbara	Santa Barbara County Office of Education
Santa Clara	Santa Clara County Office of Education
Santa Cruz	Santa Cruz County Office of Education
Shasta	Shasta County Office of Education
Sierra	Sierra County Office of Education
Siskiyou	Siskiyou County Office of Education
Solano	Solano County Office of Education
Sonoma	Sonoma County Office of Education
Stanislaus	Stanislaus County Office of Education
Sutter	Sutter County Office of Education
Tehama	Tehama County Office of Education
Trinity	Trinity County Office of Education
Tulare	Tulare County Office of Education
Tuolumne	Tuolumne County Office of Education
Ventura	Ventura County Office of Education
Yolo	Yolo County Office of Education
Yuba	Yuba County Office of Education

School Districts and State-Authorized Schools

<u>County</u>	<u>School District or Agency</u>
Alameda	California School for the Blind (State Special Schl)
Alameda	California School for the Deaf-Fremont (State Special Schl)
Alameda	Alameda Unified
Alameda	Albany City Unified
Alameda	Berkeley Unified
Alameda	Castro Valley Unified
Alameda	Emery Unified
Alameda	Fremont Unified
Alameda	Hayward Unified
Alameda	Livermore Valley Joint Unified
Alameda	Mountain House Elementary
Alameda	Newark Unified
Alameda	New Haven Unified
Alameda	Oakland Unified
Alameda	Piedmont City Unified
Alameda	San Leandro Unified
Alameda	San Lorenzo Unified
Alameda	Tri-Valley ROP
Alameda	Eden Area ROP
Alameda	Mission Valley ROC/P
Alameda	Dublin Unified
Alameda	Pleasanton Unified

Alameda	Sunol Glen Unified
Alpine	Alpine County Unified
Amador	Amador County Unified
Amador	Amador County ROP
Butte	Bangor Union Elementary
Butte	Biggs Unified
Butte	Chico Unified
Butte	Durham Unified
Butte	Feather Falls Union Elementary
Butte	Golden Feather Union Elementary
Butte	Manzanita Elementary
Butte	Oroville City Elementary
Butte	Oroville Union High
Butte	Palermo Union Elementary
Butte	Paradise Unified
Butte	Thermalito Union Elementary
Butte	Pioneer Union Elementary
Butte	Butte County ROP
Butte	Gridley Unified
Calaveras	Bret Harte Union High
Calaveras	Calaveras Unified
Calaveras	Mark Twain Union Elementary
Calaveras	Vallecito Union
Colusa	Colusa Unified
Colusa	Maxwell Unified
Colusa	Pierce Joint Unified
Colusa	Williams Unified
Contra Costa	Acalanes Union High
Contra Costa	Antioch Unified
Contra Costa	Brentwood Union Elementary
Contra Costa	Byron Union Elementary
Contra Costa	Canyon Elementary
Contra Costa	John Swett Unified
Contra Costa	Knightsen Elementary
Contra Costa	Lafayette Elementary
Contra Costa	Liberty Union High
Contra Costa	Martinez Unified
Contra Costa	Moraga Elementary
Contra Costa	Mt. Diablo Unified
Contra Costa	Oakley Union Elementary
Contra Costa	Orinda Union Elementary
Contra Costa	Pittsburg Unified

Contra Costa West	Contra Costa Unified
Contra Costa San Ramon Valley	Unified
Contra Costa Walnut Creek	Elementary
Contra Costa Contra Costa County	ROP
Del Norte	Del Norte County Unified
Del Norte	Del Norte County ROP
El Dorado	Buckeye Union Elementary
El Dorado	Camino Union Elementary
El Dorado	El Dorado Union High
El Dorado	Gold Oak Union Elementary
El Dorado	Gold Trail Union Elementary
El Dorado	Indian Diggings Elementary
El Dorado	Lake Tahoe Unified
El Dorado	Latrobe
El Dorado	Mother Lode Union Elementary
El Dorado	Pioneer Union Elementary
El Dorado	Placerville Union Elementary
El Dorado	Pollock Pines Elementary
El Dorado	Rescue Union Elementary
El Dorado	Silver Fork Elementary
El Dorado	Black Oak Mine Unified
El Dorado	Central Sierra ROP
Fresno	Alvina Elementary
Fresno	Big Creek Elementary
Fresno	Burrel Union Elementary
Fresno	Clay Joint Elementary
Fresno	Clovis Unified
Fresno	Coalinga-Huron Unified
Fresno	Fowler Unified
Fresno	Fresno Unified
Fresno	Kingsburg Elementary Charter
Fresno	Kingsburg Joint Union High
Fresno	Kings Canyon Joint Unified
Fresno	Laton Joint Unified
Fresno	Monroe Elementary
Fresno	Orange Center
Fresno	Pacific Union Elementary
Fresno	Parlier Unified
Fresno	Pine Ridge Elementary
Fresno	Raisin City Elementary
Fresno	Sanger Unified
Fresno	Selma Unified

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Partial List of Eligible Agencies
PEPPM 2023 Supplemental Product Line Bid – California,
Electronic Bid # 536222

Fresno	Washington Colony Elementary
Fresno	West Park Elementary
Fresno	Westside Elementary
Fresno	Firebaugh-Las Deltas Unified
Fresno	Central Unified
Fresno	Kerman Unified
Fresno	Valley ROP
Fresno	Fresno ROP
Fresno	Mendota Unified
Fresno	Golden Plains Unified
Fresno	Sierra Unified
Fresno	Riverdale Joint Unified
Fresno	Caruthers Unified
Fresno	Washington Unified
Glenn	Capay Joint Union Elementary
Glenn	Lake Elementary
Glenn	Plaza Elementary
Glenn	Princeton Joint Unified
Glenn	Stony Creek Joint Unified
Glenn	Willows Unified
Glenn	Glenn County ROP
Glenn	Orland Joint Unified
Glenn	Hamilton Unified
Humboldt	Arcata Elementary
Humboldt	Northern Humboldt Union High
Humboldt	Big Lagoon Union Elementary
Humboldt	Blue Lake Union Elementary
Humboldt	Bridgeville Elementary
Humboldt	Cuddeback Union Elementary
Humboldt	Cutten Elementary
Humboldt	Fieldbrook Elementary
Humboldt	Fortuna Union High
Humboldt	Freshwater Elementary
Humboldt	Garfield Elementary
Humboldt	Green Point Elementary
Humboldt	Hydesville Elementary
Humboldt	Jacoby Creek Elementary
Humboldt	Klamath-Trinity Joint Unified
Humboldt	Kneeland Elementary
Humboldt	Loleta Union Elementary
Humboldt	Maple Creek Elementary
Humboldt	McKinleyville Union Elementary

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Humboldt	Orick Elementary
Humboldt	Pacific Union Elementary
Humboldt	Peninsula Union
Humboldt	Rio Dell Elementary
Humboldt	Scotia Union Elementary
Humboldt	South Bay Union Elementary
Humboldt	Southern Humboldt Joint Unified
Humboldt	Trinidad Union Elementary
Humboldt	Humboldt County ROP
Humboldt	Ferndale Unified
Humboldt	Mattole Unified
Humboldt	Eureka City Schools
Humboldt	Fortuna Elementary
Imperial	Brawley Elementary
Imperial	Brawley Union High
Imperial	Calexico Unified
Imperial	Calipatria Unified
Imperial	Central Union High
Imperial	El Centro Elementary
Imperial	Heber Elementary
Imperial	Holtville Unified
Imperial	Imperial Unified
Imperial	Magnolia Union Elementary
Imperial	McCabe Union Elementary
Imperial	Meadows Union Elementary
Imperial	Mulberry Elementary
Imperial	San Pasqual Valley Unified
Imperial	Seeley Union Elementary
Imperial	Westmorland Union Elementary
Imperial	Imperial Valley ROP
Inyo	Big Pine Unified
Inyo	Death Valley Unified
Inyo	Lone Pine Unified
Inyo	Owens Valley Unified
Inyo	Round Valley Joint Elementary
Inyo	Bishop Unified
Kern	Arvin Union
Kern	Bakersfield City
Kern	Beardsley Elementary
Kern	Belridge Elementary
Kern	Blake Elementary
Kern	Panama-Buena Vista Union

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Kern	Buttonwillow Union Elementary
Kern	Caliente Union Elementary
Kern	Delano Union Elementary
Kern	Delano Joint Union High
Kern	Di Giorgio Elementary
Kern	Edison Elementary
Kern	Elk Hills Elementary
Kern	Fairfax Elementary
Kern	Fruitvale Elementary
Kern	General Shafter Elementary
Kern	Greenfield Union
Kern	Kern High
Kern	Kernville Union Elementary
Kern	Lakeside Union
Kern	Lamont Elementary
Kern	Richland Union Elementary
Kern	Linns Valley-Poso Flat Union
Kern	Lost Hills Union Elementary
Kern	Maple Elementary
Kern	Maricopa Unified
Kern	McKittrick Elementary
Kern	Midway Elementary
Kern	Mojave Unified
Kern	Muroc Joint Unified
Kern	Norris Elementary
Kern	Pond Union Elementary
Kern	Rosedale Union Elementary
Kern	Semitropic Elementary
Kern	Southern Kern Unified
Kern	South Fork Union
Kern	Standard Elementary
Kern	Taft City
Kern	Taft Union High
Kern	Tehachapi Unified
Kern	Vineland Elementary
Kern	Wasco Union Elementary
Kern	Wasco Union High
Kern	Rio Bravo-Greeley Union Elementary
Kern	Sierra Sands Unified
Kern	McFarland Unified
Kern	West Side ROP
Kern	North Kern Vocational Training Center

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Kern	Kern County ROP
Kern	Kern High ROC
Kern	El Tejon Unified
Kings	Armona Union Elementary
Kings	Central Union Elementary
Kings	Corcoran Joint Unified
Kings	Hanford Elementary
Kings	Hanford Joint Union High
Kings	Island Union Elementary
Kings	Kings River-Hardwick Union Elementary
Kings	Kit Carson Union Elementary
Kings	Lakeside Union Elementary
Kings	Lemoore Union Elementary
Kings	Lemoore Union High
Kings	Pioneer Union Elementary
Kings	Reef-Sunset Unified
Kings	Kings County ROP
Lake	Kelseyville Unified
Lake	Konocti Unified
Lake	Lakeport Unified
Lake	Lucerne Elementary
Lake	Middletown Unified
Lake	Lake County ROP
Lake	Upper Lake Unified
Lassen	Big Valley Joint Unified
Lassen	Janesville Union Elementary
Lassen	Johnstonville Elementary
Lassen	Lassen Union High
Lassen	Ravendale-Termo Elementary
Lassen	Richmond Elementary
Lassen	Shaffer Union Elementary
Lassen	Susanville Elementary
Lassen	Westwood Unified
Lassen	Lassen ROP
Lassen	Fort Sage Unified
Los Angeles	ABC Unified
Los Angeles	Antelope Valley Union High
Los Angeles	Arcadia Unified
Los Angeles	Azusa Unified
Los Angeles	Baldwin Park Unified
Los Angeles	Bassett Unified
Los Angeles	Bellflower Unified

Los Angeles	Beverly Hills Unified
Los Angeles	Bonita Unified
Los Angeles	Burbank Unified
Los Angeles	Castaic Union
Los Angeles	Centinela Valley Union High
Los Angeles	Charter Oak Unified
Los Angeles	Claremont Unified
Los Angeles	Covina-Valley Unified
Los Angeles	Culver City Unified
Los Angeles	Downey Unified
Los Angeles	Duarte Unified
Los Angeles	Eastside Union Elementary
Los Angeles	East Whittier City Elementary
Los Angeles	El Monte City
Los Angeles	El Monte Union High
Los Angeles	El Rancho Unified
Los Angeles	El Segundo Unified
Los Angeles	Garvey Elementary
Los Angeles	Glendale Unified
Los Angeles	Glendora Unified
Los Angeles	Gorman Joint
Los Angeles	Hawthorne
Los Angeles	Hermosa Beach City Elementary
Los Angeles	Hughes-Elizabeth Lakes Union Elementary
Los Angeles	Inglewood Unified
Los Angeles	Keppel Union Elementary
Los Angeles	La Canada Unified
Los Angeles	Lancaster Elementary
Los Angeles	Las Virgenes Unified
Los Angeles	Lawndale Elementary
Los Angeles	Lennox
Los Angeles	Little Lake City Elementary
Los Angeles	Long Beach Unified
Los Angeles	Los Angeles Unified
Los Angeles	Los Nietos
Los Angeles	Lowell Joint
Los Angeles	Lynwood Unified
Los Angeles	Monrovia Unified
Los Angeles	Montebello Unified
Los Angeles	Mountain View Elementary
Los Angeles	Newhall
Los Angeles	Norwalk-La Mirada Unified

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Los Angeles	Palmdale Elementary
Los Angeles	Palos Verdes Peninsula Unified
Los Angeles	Paramount Unified
Los Angeles	Pasadena Unified
Los Angeles	Pomona Unified
Los Angeles	Rosemead Elementary
Los Angeles	San Marino Unified
Los Angeles	Santa Monica-Malibu Unified
Los Angeles	Saugus Union
Los Angeles	South Pasadena Unified
Los Angeles	South Whittier Elementary
Los Angeles	Sulphur Springs Union
Los Angeles	Temple City Unified
Los Angeles	Torrance Unified
Los Angeles	Valle Lindo Elementary
Los Angeles	West Covina Unified
Los Angeles	Westside Union Elementary
Los Angeles	Whittier City Elementary
Los Angeles	Whittier Union High
Los Angeles	William S. Hart Union High
Los Angeles	Wilsona Elementary
Los Angeles	Compton Unified
Los Angeles	Hacienda la Puente Unified
Los Angeles	Rowland Unified
Los Angeles	Walnut Valley Unified
Los Angeles	La Puente Valley ROP
Los Angeles	Southeast ROP
Los Angeles	East San Gabriel Valley ROP
Los Angeles	Tri-Cities ROP
Los Angeles	Southern California ROC
Los Angeles	Long Beach Unified ROP
Los Angeles	Los Angeles Unified ROCP
Los Angeles	Los Angeles County ROP
Los Angeles	Hart ROP
Los Angeles	Antelope Valley ROP
Los Angeles	Compton Unified ROP
Los Angeles	San Antonio ROP
Los Angeles	San Gabriel Unified
Los Angeles	Acton-Agua Dulce Unified
Los Angeles	Manhattan Beach Unified
Los Angeles	Redondo Beach Unified
Los Angeles	Alhambra Unified

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Los Angeles	Wiseburn Unified
Los Angeles	California Advancing Pathways for Students in Los Angeles County
ROC/P	
Madera	Alview-Dairyland Union Elementary
Madera	Bass Lake Joint Union Elementary
Madera	Chowchilla Elementary
Madera	Chowchilla Union High
Madera	Madera Unified
Madera	Raymond-Knowles Union Elementary
Madera	Golden Valley Unified
Madera	Chawanakee Unified
Madera	Yosemite Unified
Marin	Bolinas-Stinson Union
Marin	Dixie Elementary
Marin	Kentfield Elementary
Marin	Laguna Joint Elementary
Marin	Lagunitas Elementary
Marin	Larkspur-Corte Madera
Marin	Lincoln Elementary
Marin	Mill Valley Elementary
Marin	Nicasio
Marin	Novato Unified
Marin	Reed Union Elementary
Marin	Ross Elementary
Marin	San Rafael City Elementary
Marin	San Rafael City High
Marin	Sausalito Marin City
Marin	Tamalpais Union High
Marin	Shoreline Unified
Marin	Marin County ROP
Marin	Ross Valley Elementary
Mariposa	Mariposa County Unified
Mendocino	Anderson Valley Unified
Mendocino	Arena Union Elementary
Mendocino	Fort Bragg Unified
Mendocino	Manchester Union Elementary
Mendocino	Mendocino Unified
Mendocino	Point Arena Joint Union High
Mendocino	Round Valley Unified
Mendocino	Ukiah Unified
Mendocino	Willits Unified
Mendocino	Potter Valley Community Unified

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Mendocino	Laytonville Unified
Mendocino	Mendocino County ROC/ROP
Mendocino	Leggett Valley Unified
Merced	Atwater Elementary
Merced	Ballico-Cressey Elementary
Merced	El Nido Elementary
Merced	Hilmar Unified
Merced	Le Grand Union Elementary
Merced	Le Grand Union High
Merced	Livingston Union
Merced	Los Banos Unified
Merced	McSwain Union Elementary
Merced	Merced City Elementary
Merced	Merced Union High
Merced	Plainsburg Union Elementary
Merced	Planada Elementary
Merced	Snelling-Merced Falls Union Elementary
Merced	Weaver Union
Merced	Winton
Merced	Gustine Unified
Merced	Merced River Union Elementary
Merced	Merced County ROP
Merced	Dos Palos Oro Loma Joint Unified
Merced	Delhi Unified
Modoc	Surprise Valley Joint Unified
Modoc	Modoc Joint Unified
Modoc	Tulelake Basin Joint Unified
Modoc	Modoc County ROP
Mono	Eastern Sierra Unified
Mono	Mammoth Unified
Mono	Mono County ROC/P
Monterey	Alisal Union
Monterey	Bradley Union Elementary
Monterey	Carmel Unified
Monterey	Chualar Union
Monterey	Graves Elementary
Monterey	Greenfield Union Elementary
Monterey	King City Union
Monterey	South Monterey County Joint Union High
Monterey	Lagunita Elementary
Monterey	Mission Union Elementary
Monterey	Monterey Peninsula Unified

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Monterey	Pacific Grove Unified
Monterey	Salinas City Elementary
Monterey	Salinas Union High
Monterey	San Antonio Union Elementary
Monterey	San Ardo Union Elementary
Monterey	San Lucas Union Elementary
Monterey	Santa Rita Union Elementary
Monterey	Spreckels Union Elementary
Monterey	Washington Union Elementary
Monterey	North Monterey County Unified
Monterey	Mission Trails ROP
Monterey	Big Sur Unified
Monterey	Soledad Unified
Monterey	Gonzales Unified
Napa	Calistoga Joint Unified
Napa	Howell Mountain Elementary
Napa	Napa Valley Unified
Napa	Pope Valley Union Elementary
Napa	Saint Helena Unified
Napa	Napa County ROP
Nevada	Chicago Park Elementary
Nevada	Clear Creek Elementary
Nevada	Grass Valley Elementary
Nevada	Nevada City Elementary
Nevada	Nevada Joint Union High
Nevada	Pleasant Ridge Union Elementary
Nevada	Union Hill Elementary
Nevada	Twin Ridges Elementary
Nevada	Penn Valley Union Elementary
Orange	Anaheim Elementary
Orange	Anaheim Union High
Orange	Brea-Olinda Unified
Orange	Buena Park Elementary
Orange	Capistrano Unified
Orange	Centralia Elementary
Orange	Cypress Elementary
Orange	Fountain Valley Elementary
Orange	Fullerton Elementary
Orange	Fullerton Joint Union High
Orange	Garden Grove Unified
Orange	Huntington Beach City Elementary
Orange	Huntington Beach Union High

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Orange	Laguna Beach Unified
Orange	La Habra City Elementary
Orange	Magnolia Elementary
Orange	Newport-Mesa Unified
Orange	Ocean View
Orange	Orange Unified
Orange	Placentia-Yorba Linda Unified
Orange	Santa Ana Unified
Orange	Savanna Elementary
Orange	Westminster
Orange	Saddleback Valley Unified
Orange	Tustin Unified
Orange	Irvine Unified
Orange	Los Alamitos Unified
Orange	North Orange County ROP-Adult
Orange	Coastline ROP
Orange	Central Orange County CTE Partnership (CTEp)
Placer	Ackerman Charter
Placer	Alta-Dutch Flat Union Elementary
Placer	Auburn Union Elementary
Placer	Colfax Elementary
Placer	Dry Creek Joint Elementary
Placer	Eureka Union
Placer	Foresthill Union Elementary
Placer	Loomis Union Elementary
Placer	Newcastle Elementary
Placer	Placer Hills Union Elementary
Placer	Placer Union High
Placer	Roseville City Elementary
Placer	Roseville Joint Union High
Placer	Tahoe-Truckee Unified
Placer	Western Placer Unified
Placer	Forty-Niner ROP
Placer	Rocklin Unified
Plumas	Plumas Unified
Plumas	Plumas County ROP
Riverside	California School for the Deaf-Riverside (State Special Schl)
Riverside	Alvord Unified
Riverside	Banning Unified
Riverside	Beaumont Unified
Riverside	Corona-Norco Unified
Riverside	Desert Center Unified

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Riverside	Desert Sands Unified
Riverside	Hemet Unified
Riverside	Jurupa Unified
Riverside	Meniffee Union Elementary
Riverside	Moreno Valley Unified
Riverside	Nuview Union
Riverside	Palm Springs Unified
Riverside	Palo Verde Unified
Riverside	Perris Elementary
Riverside	Perris Union High
Riverside	Riverside Unified
Riverside	Romoland Elementary
Riverside	San Jacinto Unified
Riverside	Coachella Valley Unified
Riverside	Riverside County Office Of Education ROP
Riverside	Lake Elsinore Unified
Riverside	Temecula Valley Unified
Riverside	Murrieta Valley Unified
Riverside	Val Verde Unified
Sacramento	Arcohe Union Elementary
Sacramento	Elk Grove Unified
Sacramento	Elverta Joint Elementary
Sacramento	Folsom-Cordova Unified
Sacramento	Galt Joint Union Elementary
Sacramento	Galt Joint Union High
Sacramento	River Delta Joint Unified
Sacramento	Robla Elementary
Sacramento	Sacramento City Unified
Sacramento	San Juan Unified
Sacramento	Center Joint Unified
Sacramento	Sacramento County ROP
Sacramento	Natomas Unified
Sacramento	Twin Rivers Unified
San Benito	Bitterwater-Tully Elementary
San Benito	Cienega Union Elementary
San Benito	Hollister
San Benito	Jefferson Elementary
San Benito	North County Joint Union Elementary
San Benito	Panoche Elementary
San Benito	San Benito High
San Benito	Southside Elementary
San Benito	Tres Pinos Union Elementary

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San Benito	Willow Grove Union Elementary
San Benito	Aromas/San Juan Unified
San Bernardino	Adelanto Elementary
San Bernardino	Alta Loma Elementary
San Bernardino	Barstow Unified
San Bernardino	Bear Valley Unified
San Bernardino	Central Elementary
San Bernardino	Chaffey Joint Union High
San Bernardino	Chino Valley Unified
San Bernardino	Colton Joint Unified
San Bernardino	Cucamonga Elementary
San Bernardino	Etiwanda Elementary
San Bernardino	Fontana Unified
San Bernardino	Helendale Elementary
San Bernardino	Morongo Unified
San Bernardino	Mountain View Elementary
San Bernardino	Mt. Baldy Joint Elementary
San Bernardino	Needles Unified
San Bernardino	Ontario-Montclair
San Bernardino	Oro Grande Elementary
San Bernardino	Redlands Unified
San Bernardino	Rialto Unified
San Bernardino	Rim of the World Unified
San Bernardino	San Bernardino City Unified
San Bernardino	Trona Joint Unified
San Bernardino	Victor Elementary
San Bernardino	Victor Valley Union High
San Bernardino	Yucaipa-Calimesa Joint Unified
San Bernardino	Baker Valley Unified
San Bernardino	Silver Valley Unified
San Bernardino	Snowline Joint Unified
San Bernardino	Colton-Redlands-Yucaipa ROP
San Bernardino	Baldy View ROP
San Bernardino	San Bernardino County ROP
San Bernardino	Hesperia Unified
San Bernardino	Lucerne Valley Unified
San Bernardino	Upland Unified
San Bernardino	Apple Valley Unified
San Diego	Alpine Union Elementary
San Diego	Borrego Springs Unified
San Diego	Cajon Valley Union
San Diego	Cardiff Elementary

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San Diego	Chula Vista Elementary
San Diego	Coronado Unified
San Diego	Dehesa Elementary
San Diego	Del Mar Union Elementary
San Diego	Encinitas Union Elementary
San Diego	Escondido Union
San Diego	Escondido Union High
San Diego	Fallbrook Union Elementary
San Diego	Fallbrook Union High
San Diego	Grossmont Union High
San Diego	Jamul-Dulzura Union Elementary
San Diego	Julian Union Elementary
San Diego	Julian Union High
San Diego	Lakeside Union Elementary
San Diego	La Mesa-Spring Valley
San Diego	Lemon Grove
San Diego	Mountain Empire Unified
San Diego	National Elementary
San Diego	Poway Unified
San Diego	Ramona City Unified
San Diego	Rancho Santa Fe Elementary
San Diego	San Diego Unified
San Diego	San Dieguito Union High
San Diego	San Pasqual Union Elementary
San Diego	Santee
San Diego	San Ysidro Elementary
San Diego	Solana Beach Elementary
San Diego	South Bay Union
San Diego	Spencer Valley Elementary
San Diego	Sweetwater Union High
San Diego	Vallecitos Elementary
San Diego	Vista Unified
San Diego	Carlsbad Unified
San Diego	Oceanside Unified
San Diego	San Marcos Unified
San Diego	San Diego County ROP
San Diego	Warner Unified
San Diego	Valley Center-Pauma Unified
San Diego	SBC - High Tech High
San Diego	Bonsall Unified
San Francisco	San Francisco Unified
San Francisco	San Francisco County ROP

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San Joaquin	Banta Elementary
San Joaquin	Escalon Unified
San Joaquin	Jefferson Elementary
San Joaquin	Lincoln Unified
San Joaquin	Linden Unified
San Joaquin	Lodi Unified
San Joaquin	Manteca Unified
San Joaquin	New Hope Elementary
San Joaquin	New Jerusalem Elementary
San Joaquin	Oak View Union Elementary
San Joaquin	Ripon Unified
San Joaquin	Stockton Unified
San Joaquin	San Joaquin County ROP
San Joaquin	Tracy Joint Unified
San Joaquin	Lammersville Joint Unified
San Luis Obispo	Atascadero Unified
San Luis Obispo	Cayucos Elementary
San Luis Obispo	Lucia Mar Unified
San Luis Obispo	Pleasant Valley Joint Union Elementary
San Luis Obispo	San Luis Coastal Unified
San Luis Obispo	San Miguel Joint Union
San Luis Obispo	Shandon Joint Unified
San Luis Obispo	Templeton Unified
San Luis Obispo	Paso Robles Joint Unified
San Luis Obispo	Coast Unified
San Mateo	Bayshore Elementary
San Mateo	Belmont-Redwood Shores Elementary
San Mateo	Brisbane Elementary
San Mateo	Burlingame Elementary
San Mateo	Cabrillo Unified
San Mateo	Hillsborough City Elementary
San Mateo	Jefferson Elementary
San Mateo	Jefferson Union High
San Mateo	Pacifica
San Mateo	La Honda-Pescadero Unified
San Mateo	Las Lomitas Elementary
San Mateo	Menlo Park City Elementary
San Mateo	Millbrae Elementary
San Mateo	Portola Valley Elementary
San Mateo	Ravenswood City Elementary
San Mateo	Redwood City Elementary
San Mateo	San Bruno Park Elementary

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San Mateo San Carlos Elementary
 San Mateo San Mateo-Foster City San
 Mateo San Mateo Union High San
 Mateo Sequoia Union High
 San Mateo South San Francisco Unified
 San Mateo Woodside Elementary
 San Mateo San Mateo County ROP
 Santa Barbara Ballard Elementary
 Santa Barbara Blochman Union Elementary
 Santa Barbara Santa Maria-Bonita
 Santa Barbara Buellton Union Elementary
 Santa Barbara Carpinteria Unified
 Santa Barbara Cold Spring Elementary
 Santa Barbara College Elementary
 Santa Barbara Goleta Union Elementary
 Santa Barbara Guadalupe Union Elementary
 Santa Barbara Hope Elementary
 Santa Barbara Lompoc Unified
 Santa Barbara Los Olivos Elementary
 Santa Barbara Montecito Union Elementary
 Santa Barbara Orcutt Union Elementary
 Santa Barbara Santa Maria Joint Union High
 Santa Barbara Santa Ynez Valley Union High
 Santa Barbara Solvang Elementary
 Santa Barbara Vista del Mar Union
 Santa Barbara Santa Barbara County ROP
 Santa Barbara Cuyama Joint Unified
 Santa Barbara Santa Barbara Unified
 Santa Clara Alum Rock Union Elementary
 Santa Clara Berryessa Union Elementary
 Santa Clara Cambrian
 Santa Clara Campbell Union
 Santa Clara Campbell Union High
 Santa Clara Cupertino Union
 Santa Clara East Side Union High
 Santa Clara Evergreen Elementary
 Santa Clara Franklin-McKinley Elementary
 Santa Clara Fremont Union High
 Santa Clara Gilroy Unified
 Santa Clara Lakeside Joint
 Santa Clara Loma Prieta Joint Union Elementary
 Santa Clara Los Altos Elementary

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Santa Clara	Los Gatos Union Elementary
Santa Clara	Los Gatos-Saratoga Joint Union High
Santa Clara	Luther Burbank
Santa Clara	Moreland
Santa Clara	Morgan Hill Unified
Santa Clara	Mountain View Whisman
Santa Clara	Mountain View-Los Altos Union High
Santa Clara	Mount Pleasant Elementary
Santa Clara	Oak Grove Elementary
Santa Clara	Orchard Elementary
Santa Clara	Palo Alto Unified
Santa Clara	San Jose Unified
Santa Clara	Santa Clara Unified
Santa Clara	Saratoga Union Elementary
Santa Clara	Sunnyvale
Santa Clara	Union Elementary
Santa Clara	Milpitas Unified
Santa Clara	Metro Education
Santa Clara	Santa Clara County ROP
Santa Clara	North County Regional Occupational Center/Program (ROC/P)
Santa Cruz	Bonny Doon Union Elementary
Santa Cruz	Happy Valley Elementary
Santa Cruz	Live Oak Elementary
Santa Cruz	Mountain Elementary
Santa Cruz	Pacific Elementary
Santa Cruz	Pajaro Valley Unified
Santa Cruz	San Lorenzo Valley Unified
Santa Cruz	Santa Cruz City Elementary
Santa Cruz	Santa Cruz City High
Santa Cruz	Soquel Union Elementary
Santa Cruz	Santa Cruz County ROP
Santa Cruz	Scotts Valley Unified
Shasta	Anderson Union High
Shasta	Bella Vista Elementary
Shasta	Black Butte Union Elementary
Shasta	Cascade Union Elementary
Shasta	Castle Rock Union Elementary
Shasta	Columbia Elementary
Shasta	Cottonwood Union Elementary
Shasta	Enterprise Elementary
Shasta	Fall River Joint Unified
Shasta	French Gulch-Whiskeytown Elementary

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Shasta	Grant Elementary
Shasta	Happy Valley Union Elementary
Shasta	Igo, Ono, Platina Union Elementary
Shasta	Indian Springs Elementary
Shasta	Junction Elementary
Shasta	Millville Elementary
Shasta	North Cow Creek Elementary
Shasta	Oak Run Elementary
Shasta	Pacheco Union Elementary
Shasta	Redding Elementary
Shasta	Shasta Union Elementary
Shasta	Shasta Union High
Shasta	Whitmore Union Elementary
Shasta	Mountain Union Elementary
Shasta	Shasta-Trinity ROP
Shasta	Gateway Unified
Sierra	Sierra-Plumas Joint Unified
Sierra	William (R) Rouse ROP
Siskiyou	Big Springs Union Elementary
Siskiyou	Bogus Elementary
Siskiyou	Butteville Union Elementary
Siskiyou	Delphic Elementary
Siskiyou	Dunsmuir Elementary
Siskiyou	Dunsmuir Joint Union High
Siskiyou	Forks of Salmon Elementary
Siskiyou	Gazelle Union Elementary
Siskiyou	Grenada Elementary
Siskiyou	Happy Camp Union Elementary
Siskiyou	Hornbrook Elementary
Siskiyou	Junction Elementary
Siskiyou	Klamath River Union Elementary
Siskiyou	Little Shasta Elementary
Siskiyou	McCloud Union Elementary
Siskiyou	Montague Elementary
Siskiyou	Mt. Shasta Union Elementary
Siskiyou	Seiad Elementary
Siskiyou	Siskiyou Union High
Siskiyou	Weed Union Elementary
Siskiyou	Willow Creek Elementary
Siskiyou	Yreka Union Elementary
Siskiyou	Yreka Union High
Siskiyou	Butte Valley Unified

Siskiyou	Siskiyou ROP
Siskiyou	Scott Valley Unified
Solano	Benicia Unified
Solano	Dixon Unified
Solano	Fairfield-Suisun Unified
Solano	Travis Unified
Solano	Vacaville Unified
Solano	Vallejo City Unified
Sonoma	Alexander Valley Union Elementary
Sonoma	West Sonoma County Union High
Sonoma	Bellevue Union
Sonoma	Bennett Valley Union Elementary
Sonoma	Cinnabar Elementary
Sonoma	Cloverdale Unified
Sonoma	Dunham Elementary
Sonoma	Forestville Union Elementary
Sonoma	Fort Ross Elementary
Sonoma	Geyserville Unified
Sonoma	Gravenstein Union Elementary
Sonoma	Guerneville Elementary
Sonoma	Harmony Union Elementary
Sonoma	Horicon Elementary
Sonoma	Kenwood
Sonoma	Liberty Elementary
Sonoma	Mark West Union Elementary
Sonoma	Monte Rio Union Elementary
Sonoma	Montgomery Elementary
Sonoma	Oak Grove Union Elementary
Sonoma	Old Adobe Union
Sonoma	Petaluma City Elementary
Sonoma	Petaluma Joint Union High
Sonoma	Piner-Olivet Union Elementary
Sonoma	Kashia Elementary
Sonoma	Rincon Valley Union Elementary
Sonoma	Roseland
Sonoma	Santa Rosa Elementary
Sonoma	Santa Rosa High
Sonoma	Sebastopol Union Elementary
Sonoma	Sonoma Valley Unified
Sonoma	Twin Hills Union Elementary
Sonoma	Two Rock Union
Sonoma	Waugh Elementary

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Sonoma	West Side Union Elementary
Sonoma	Wilmar Union Elementary
Sonoma	Wright Elementary
Sonoma	Cotati-Rohnert Park Unified
Sonoma	Sonoma County ROP
Sonoma	Windsor Unified
Sonoma	Healdsburg Unified
Stanislaus	Ceres Unified
Stanislaus	Chatom Union
Stanislaus	Denair Unified
Stanislaus	Empire Union Elementary
Stanislaus	Gratton Elementary
Stanislaus	Hart-Ransom Union Elementary
Stanislaus	Hickman Community Charter
Stanislaus	Keyes Union
Stanislaus	Knights Ferry Elementary
Stanislaus	Modesto City Elementary
Stanislaus	Modesto City High
Stanislaus	Paradise Elementary
Stanislaus	Patterson Joint Unified
Stanislaus	Roberts Ferry Union Elementary
Stanislaus	Salida Union Elementary
Stanislaus	Shiloh Elementary
Stanislaus	Stanislaus Union Elementary
Stanislaus	Sylvan Union Elementary
Stanislaus	Valley Home Joint Elementary
Stanislaus	Newman-Crows Landing Unified
Stanislaus	Yosemite ROP
Stanislaus	Hughson Unified
Stanislaus	Riverbank Unified
Stanislaus	Oakdale Joint Unified
Stanislaus	Waterford Unified
Stanislaus	Turlock Unified
Sutter	Brittan Elementary
Sutter	Browns Elementary
Sutter	East Nicolaus Joint Union High
Sutter	Franklin Elementary
Sutter	Live Oak Unified
Sutter	Marcum-Illinois Union Elementary
Sutter	Meridian Elementary
Sutter	Nuestro Elementary
Sutter	Pleasant Grove Joint Union

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Sutter	Sutter Union High
Sutter	Winship-Robbins
Sutter	Yuba City Unified
Sutter	Tri-County ROP
Tehama	Antelope Elementary
Tehama	Corning Union Elementary
Tehama	Corning Union High
Tehama	Elkins Elementary
Tehama	Evergreen Union
Tehama	Flournoy Union Elementary
Tehama	Gerber Union Elementary
Tehama	Kirkwood Elementary
Tehama	Lassen View Union Elementary
Tehama	Los Molinos Unified
Tehama	Red Bluff Union Elementary
Tehama	Red Bluff Joint Union High
Tehama	Reeds Creek Elementary
Tehama	Richfield Elementary
Tehama	Tehama County ROP
Trinity	Burnt Ranch Elementary
Trinity	Coffee Creek Elementary
Trinity	Douglas City Elementary
Trinity	Junction City Elementary
Trinity	Lewiston Elementary
Trinity	Trinity Center Elementary
Trinity	Southern Trinity Joint Unified
Trinity	Mountain Valley Unified
Trinity	Trinity Alps Unified
Tulare	Allensworth Elementary
Tulare	Alpaugh Unified
Tulare	Alta Vista Elementary
Tulare	Buena Vista Elementary
Tulare	Burton Elementary
Tulare	Columbine Elementary
Tulare	Cutler-Orosi Joint Unified
Tulare	Ducor Union Elementary
Tulare	Earlimart Elementary
Tulare	Hope Elementary
Tulare	Hot Springs Elementary
Tulare	Kings River Union Elementary
Tulare	Liberty Elementary
Tulare	Lindsay Unified

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Tulare	Monson-Sultana Joint Union Elementary
Tulare	Oak Valley Union Elementary
Tulare	Outside Creek Elementary
Tulare	Palo Verde Union Elementary
Tulare	Pixley Union Elementary
Tulare	Pleasant View Elementary
Tulare	Richgrove Elementary
Tulare	Rockford Elementary
Tulare	Saucelito Elementary
Tulare	Sequoia Union Elementary
Tulare	Springville Union Elementary
Tulare	Stone Corral Elementary
Tulare	Strathmore Union Elementary
Tulare	Sundale Union Elementary
Tulare	Sunnyside Union Elementary
Tulare	Terra Bella Union Elementary
Tulare	Three Rivers Union Elementary
Tulare	Tipton Elementary
Tulare	Traver Joint Elementary
Tulare	Tulare City
Tulare	Tulare Joint Union High
Tulare	Visalia Unified
Tulare	Waukena Joint Union Elementary
Tulare	Woodville Union Elementary
Tulare	Farmersville Unified
Tulare	Porterville Unified
Tulare	Dinuba Unified
Tulare	Woodlake Unified
Tulare	Exeter Unified
Tuolumne	Bellevue Elementary
Tuolumne	Columbia Union
Tuolumne	Curtis Creek Elementary
Tuolumne	Jamestown Elementary
Tuolumne	Sonora Elementary
Tuolumne	Sonora Union High
Tuolumne	Soulsbyville Elementary
Tuolumne	Summerville Elementary
Tuolumne	Summerville Union High
Tuolumne	Twain Harte
Tuolumne	Big Oak Flat-Groveland Unified
Ventura	Briggs Elementary
Ventura	Fillmore Unified

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Ventura	Hueneme Elementary
Ventura	Mesa Union Elementary
Ventura	Mupu Elementary
Ventura	Ocean View
Ventura	Ojai Unified
Ventura	Oxnard
Ventura	Oxnard Union High
Ventura	Pleasant Valley
Ventura	Rio Elementary
Ventura	Santa Clara Elementary
Ventura	Simi Valley Unified
Ventura	Somis Union
Ventura	Ventura Unified
Ventura	Conejo Valley Unified
Ventura	Oak Park Unified
Ventura	Moorpark Unified
Ventura	Ventura County ROP
Ventura	Santa Paula Unified
Yolo	Davis Joint Unified
Yolo	Esparto Unified
Yolo	Washington Unified
Yolo	Winters Joint Unified
Yolo	Woodland Joint Unified
Yolo	Yolo County ROP
Yuba	Camptonville Elementary
Yuba	Marysville Joint Unified
Yuba	Plumas Lake Elementary
Yuba	Wheatland
Yuba	Wheatland Union High

Directly Funded Charter Schools

<u>County</u>	<u>Charter Scshool</u>
Alameda	Envision Academy for Arts & Technology
Alameda	Yu Ming Charter
Alameda	Urban Montessori Charter
Alameda	Oakland Unity Middle
Alameda	Connecting Waters Charter - East Bay
Alameda	Cox Academy
Alameda	Lazear Charter Academy
Alameda	Nea Community Learning Center
Alameda	The Academy of Alameda
Alameda	Alameda Community Learning Center
Alameda	The Academy of Alameda Elementary

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Alameda	REALM Charter Middle
Alameda	REALM Charter High
Alameda	Leadership Public Schools - Hayward
Alameda	Impact Academy of Arts & Technology
Alameda	Golden Oak Montessori of Hayward
Alameda	Knowledge Enlightens You (KEY) Academy
Alameda	Silver Oak High Public Montessori Charter
Alameda	Oakland Unity High
Alameda	East Oakland Leadership Academy
Alameda	Bay Area Technology
Alameda	Lighthouse Community Charter High
Alameda	Aspire Berkley Maynard Academy
Alameda	Achieve Academy
Alameda	American Indian Public High
Alameda	American Indian Model Schools
Alameda	Conservatory of Vocal/Instrumental Arts
Alameda	Oakland Charter High
Alameda	KIPP Bridge Academy
Alameda	ARISE High
Alameda	Civicorps Corpsmember Academy
Alameda	Learning Without Limits
Alameda	Aspire Golden State College Preparatory Academy
Alameda	Aspire ERES Academy
Alameda	Vincent Academy
Alameda	LPS Oakland R & D Campus
Alameda	Aspire College Academy
Alameda	Epic Charter
Alameda	Downtown Charter Academy
Alameda	East Bay Innovation Academy
Alameda	Oakland Military Institute, College Preparatory Academy
Alameda	Lighthouse Community Charter
Alameda	Aspire Lionel Wilson College Preparatory Academy
Alameda	Aspire Triumph Technology Academy
Alameda	Roses in Concrete
Alameda	Francophone Charter School of Oakland
Alameda	Conservatory of Vocal/Instrumental Arts High
Alameda	Lodestar: A Lighthouse Community Charter Public
Alameda	Oakland School for the Arts
Alameda	Oakland Charter Academy
Alameda	American Indian Public Charter
Alameda	Aspire Monarch Academy
Alameda	North Oakland Community Charter
Alameda	ASCEND
Alameda	KIPP Summit Academy
Alameda	KIPP King Collegiate High
Butte	CORE Butte Charter
Butte	Nord Country
Butte	Forest Ranch Charter

Butte	Sherwood Montessori
Butte	Wildflower Open Classroom
Butte	Chico Country Day
Butte	Blue Oak Charter
Butte	Ipakanni Early College Charter
Butte	Pivot Charter School North Valley
Butte	STREAM Charter
Butte	Achieve Charter School of Paradise Inc.
Butte	HomeTech Charter
Butte	Paradise Charter Middle
Butte	Children's Community Charter
Contra Costa	Making Waves Academy
Contra Costa	Caliber: Beta Academy
Contra Costa	Summit Public School K2
Contra Costa	Contra Costa School of Performing Arts
Contra Costa	Clayton Valley Charter High
Contra Costa	Antioch Charter Academy II
Contra Costa	Antioch Charter Academy
Contra Costa	Vista Oaks Charter
Contra Costa	Leadership Public Schools: Richmond
Contra Costa	Richmond College Preparatory
Contra Costa	Richmond Charter Academy
Contra Costa	Richmond Charter Elementary-Benito Juarez
Contra Costa	Aspire Richmond Ca. College Preparatory Academy
Contra Costa	Aspire Richmond Technology Academy
Contra Costa	John Henry High
Contra Costa	Summit Public School: Tamalpais
Contra Costa	Manzanita Middle
Contra Costa	Rocketship Futuro Academy
Del Norte	Uncharted Shores Academy
El Dorado	California Montessori Project-Shingle Springs Campus
El Dorado	Rising Sun Montessori
El Dorado	Clarksville Charter
El Dorado	Camino Science and Natural Resources Charter
Fresno	Crescent View West Charter
Fresno	Hume Lake Charter
Fresno	Big Picture Educational Academy
Fresno	Edison-Bethune Charter Academy
Fresno	Aspen Valley Preparatory Academy
Fresno	Sierra Charter
Fresno	University High
Fresno	Kepler Neighborhood
Fresno	Aspen Meadow Public
Fresno	School of Unlimited Learning
Fresno	Carter G. Woodson Public Charter
Fresno	California Virtual Academy @ Fresno
Fresno	Compass Charter Schools of Fresno
Fresno	Ambassador Phillip V. Sanchez Public Charter

Fresno	Crescent View South Charter
Fresno	Inspire Charter Schools - Central
Fresno	W. E. B. DuBois Public Charter
Glenn	Walden Academy
Humboldt	Northcoast Preparatory and Performing Arts Academy
Humboldt	Fuente Nueva Charter
Humboldt	Union Street Charter
Humboldt	Redwood Coast Montessori
Humboldt	Coastal Grove Charter
Humboldt	Laurel Tree Charter
Humboldt	Alder Grove Charter
Humboldt	Pacific View Charter 2.0
Humboldt	Redwood Preparatory Charter
Imperial	Ballington Academy for the Arts and Sciences
Imperial	Imagine Schools at Imperial Valley
Inyo	YouthBuild Charter School of California
Inyo	The Education Corps
Inyo	College Bridge Academy
Kern	Wonderful College Prep Academy
Kern	Grimmway Academy
Kern	Wonderful College Prep Academy - Lost Hills
Kern	Grimmway Academy Shafter
Kern	California Virtual Academy @ Maricopa
Kern	Insight School of California
Kern	Peak to Peak Mountain Charter
Kern	Inspire Charter School - Kern
Kern	Ridgecrest Charter
Kings	California Virtual Academy @ Kings
Kings	Kings Valley Academy
Kings	Lemoore Middle College High
Lake	Lake County International Charter
Lake	California Connections Academy @ North Bay
Lassen	Long Valley Charter
Los Angeles	Jardin de la Infancia
Los Angeles	Aspire Antonio Maria Lugo Academy
Los Angeles	Los Angeles International Charter High
Los Angeles	Aspire Olin University Preparatory Academy
Los Angeles	Magnolia Science Academy 3
Los Angeles	Magnolia Science Academy 2
Los Angeles	Environmental Charter Middle
Los Angeles	Environmental Charter Middle - Inglewood
Los Angeles	Optimist Charter
Los Angeles	Valiente College Preparatory Charter
Los Angeles	Intellectual Virtues Academy
Los Angeles	LA's Promise Charter Middle #1
Los Angeles	Alma Fuerte Public
Los Angeles	LA's Promise Charter High #1
Los Angeles	Animo City of Champions Charter High

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Los Angeles	Odyssey Charter
Los Angeles	Magnolia Science Academy
Los Angeles	Desert Sands Charter
Los Angeles	Opportunities For Learning - Baldwin Park II
Los Angeles	Opportunities for Learning - Baldwin Park
Los Angeles	Family First Charter
Los Angeles	New Opportunities Charter
Los Angeles	Opportunities for Learning - Duarte
Los Angeles	Gorman Learning Center
Los Angeles	Wilder's Preparatory Academy Charter
Los Angeles	Wilder's Preparatory Academy Charter Middle Los
Angeles	Today's Fresh Start Charter School Inglewood Los
Angeles	ICEF Inglewood Elementary Charter Academy Los
Angeles	ICEF Inglewood Middle Charter Academy
Los Angeles	Children of Promise Preparatory Academy
Los Angeles	Grace Hopper STEM Academy
Los Angeles	Animo Inglewood Charter High
Los Angeles	Community Collaborative Virtual - Keppel Partnership Academy
Los Angeles	Life Source International Charter
Los Angeles	iLEAD Lancaster Charter
Los Angeles	Environmental Charter High
Los Angeles	Lennox Mathematics, Science and Technology Academy
Los Angeles	Century Community Charter
Los Angeles	Century Academy for Excellence
Los Angeles	Animo Leadership High
Los Angeles	Intellectual Virtues Academy of Long Beach
Los Angeles	Clear Passage Educational Center
Los Angeles	N.E.W. Academy of Science and Arts
Los Angeles	Stella Middle Charter Academy
Los Angeles	High Tech LA
Los Angeles	Accelerated Charter Elementary
Los Angeles	Wallis Annenberg High
Los Angeles	North Valley Military Institute College Preparatory Academy
Los Angeles	Central City Value
Los Angeles	KIPP Los Angeles College Preparatory
Los Angeles	View Park Preparatory Accelerated High
Los Angeles	KIPP Academy of Opportunity
Los Angeles	Crenshaw Arts-Technology Charter High
Los Angeles	Oscar De La Hoya Animo Charter High
Los Angeles	Renaissance Arts Academy
Los Angeles	Ocean Charter
Los Angeles	PUC Milagro Charter
Los Angeles	Animo South Los Angeles Charter
Los Angeles	PUC Lakeview Charter Academy
Los Angeles	N.E.W. Academy Canoga Park
Los Angeles	New Designs Charter
Los Angeles	Ivy Academia
Los Angeles	Synergy Charter Academy

Los Angeles	Camino Nuevo Charter High
Los Angeles	Animo Venice Charter High
Los Angeles	Animo Pat Brown
Los Angeles	Alliance Gertz-Ressler Richard Merkin 6-12 Complex
Los Angeles	Bert Corona Charter
Los Angeles	Port of Los Angeles High
Los Angeles	CHAMPS - Charter HS of Arts-Multimedia & Performing
Los Angeles	Gabriella Charter
Los Angeles	Alliance Judy Ivie Burton Technology Academy High
Los Angeles	Celerity Nascent Charter
Los Angeles	Larchmont Charter
Los Angeles	Alliance Collins Family College-Ready High
Los Angeles	James Jordan Middle
Los Angeles	Our Community Charter
Los Angeles	Los Angeles Academy of Arts & Enterprise Charter
Los Angeles	New Heights Charter
Los Angeles	New Village Girls Academy
Los Angeles	Alliance Patti And Peter Neuwirth Leadership Academy
Los Angeles	Alliance Dr. Olga Mohan High
Los Angeles	Alliance Jack H. Skirball Middle
Los Angeles	Animo Ralph Bunche Charter High
Los Angeles	Animo Jackie Robinson High
Los Angeles	Animo Watts College Preparatory Academy
Los Angeles	Alliance Ouchi-O'Donovan 6-12 Complex
Los Angeles	Alliance Marc & Eva Stern Math and Science
Los Angeles	PUC Excel Charter Academy
Los Angeles	Los Feliz Charter School for the Arts
Los Angeles	Gifted Academy of Mathematics and Entrepreneurial Studies
Los Angeles	Bright Star Secondary Charter Academy
Los Angeles	Aspire Junior Collegiate Academy
Los Angeles	Monsenor Oscar Romero Charter Middle
Los Angeles	Global Education Academy
Los Angeles	Fenton Primary Center
Los Angeles	Ivy Bound Academy of Math, Science, and Technology Charter Middle
Los Angeles	Center for Advanced Learning
Los Angeles	Discovery Charter Preparatory School #2
Los Angeles	ICEF Vista Middle Academy
Los Angeles	Alliance Morgan McKinzie High
Los Angeles	APEX Academy
Los Angeles	Alliance Piera Barbaglia Shaheen Health Services Academy
Los Angeles	Alliance Leichtman-Levine Family Foundation Environmental Science
High	
Los Angeles	New Los Angeles Charter
Los Angeles	Magnolia Science Academy 4
Los Angeles	Magnolia Science Academy 5
Los Angeles	Magnolia Science Academy 6
Los Angeles	Magnolia Science Academy 7
Los Angeles	Para Los Niños Middle

Los Angeles	Synergy Kinetic Academy
Los Angeles	KIPP Raices Academy
Los Angeles	New Millennium Secondary
Los Angeles	ICEF Vista Elementary Academy
Los Angeles	ICEF Lou Dantzler Preparatory Academy
Los Angeles	ICEF Innovation Los Angeles Charter
Los Angeles	Goethe International Charter
Los Angeles	Alain Leroy Locke College Preparatory Academy
Los Angeles	PUC Santa Rosa Charter Academy
Los Angeles	Equitas Academy Charter
Los Angeles	Endeavor College Preparatory Charter
Los Angeles	Valor Academy Middle
Los Angeles	Alliance College-Ready Middle Academy 4
Los Angeles	Alliance College-Ready Middle Academy 5
Los Angeles	New Designs Charter School-Watts
Los Angeles	Academia Moderna
Los Angeles	Aspire Titan Academy
Los Angeles	Watts Learning Center Charter Middle
Los Angeles	Ararat Charter
Los Angeles	Ingenium Charter
Los Angeles	Alliance Cindy and Bill Simon Technology Academy High
Los Angeles	Alliance Tennenbaum Family Technology High
Los Angeles	KIPP Empower Academy
Los Angeles	KIPP Comienza Community Prep
Los Angeles	Crown Preparatory Academy
Los Angeles	TEACH Academy of Technologies
Los Angeles	Animo Jefferson Charter Middle
Los Angeles	Animo Westside Charter Middle
Los Angeles	Citizens of the World Charter Hollywood
Los Angeles	Camino Nuevo Elementary #3
Los Angeles	PUC Lakeview Charter High
Los Angeles	Aspire Gateway Academy Charter
Los Angeles	Aspire Firestone Academy Charter
Los Angeles	Para Los Niños - Evelyn Thurman Gratts Primary
Los Angeles	Celerity Octavia Charter
Los Angeles	Aspire Pacific Academy
Los Angeles	Vista Charter Middle
Los Angeles	Magnolia Science Academy Bell
Los Angeles	Valley Charter Elementary
Los Angeles	Valley Charter Middle
Los Angeles	Camino Nuevo Academy #2
Los Angeles	Alliance Susan and Eric Smidt Technology High
Los Angeles	Alliance Ted K. Tajima High
Los Angeles	Arts In Action Community Charter
Los Angeles	Celerity Palmati Charter
Los Angeles	Celerity Cardinal Charter
Los Angeles	Animo Ellen Ochoa Charter Middle
Los Angeles	Animo James B. Taylor Charter Middle

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Los Angeles	Animo Western Charter Middle
Los Angeles	Animo Phillis Wheatley Charter Middle
Los Angeles	Extera Public
Los Angeles	Rise Kohyang Middle
Los Angeles	Synergy Quantum Academy
Los Angeles	Aspire Slauson Academy Charter
Los Angeles	Aspire Juanita Tate Academy Charter
Los Angeles	Aspire Inskip Academy Charter
Los Angeles	Los Angeles Leadership Primary Academy
Los Angeles	Camino Nuevo Charter Academy #4
Los Angeles	Animo College Preparatory Academy
Los Angeles	Alliance Renee and Meyer Luskin Academy High
Los Angeles	PUC Early College Academy for Leaders and Scholars (ECALS)
Los Angeles	Alliance Margaret M. Bloomfield Technology Academy High
Los Angeles	KIPP Philosophers Academy
Los Angeles	KIPP Scholar Academy
Los Angeles	KIPP Sol Academy
Los Angeles	Ednovate - USC Hybrid High
Los Angeles	Math and Science College Preparatory
Los Angeles	Equitas Academy #2
Los Angeles	Citizens of the World 2
Los Angeles	Citizens of the World 3
Los Angeles	Aspire Centennial College Preparatory Academy
Los Angeles	Alliance Alice M. Baxter College-Ready High
Los Angeles	KIPP Illuminar Academy
Los Angeles	Executive Preparatory Academy of Finance
Los Angeles	Pathways Community
Los Angeles	City Language Immersion Charter
Los Angeles	Valor Academy High
Los Angeles	Camino Nuevo High #2
Los Angeles	PREPA TEC - Los Angeles
Los Angeles	Metro Charter
Los Angeles	Ingenium Charter Middle
Los Angeles	Alliance Leadership Middle Academy
Los Angeles	Lashon Academy
Los Angeles	Alliance College-Ready Middle Academy 8
Los Angeles	Alliance Kory Hunter Middle
Los Angeles	Alliance College-Ready Middle Academy 12
Los Angeles	Global Education Academy Middle
Los Angeles	Extera Public School No. 2
Los Angeles	New Horizons Charter Academy
Los Angeles	Ivy Bound Academy Math, Science, and Technology Charter Middle 2
Los Angeles	KIPP Academy of Innovation
Los Angeles	Animo Mae Jemison Charter Middle
Los Angeles	KIPP Vida Preparatory Academy
Los Angeles	PUC Inspire Charter Academy
Los Angeles	PUC Community Charter Elementary
Los Angeles	TEACH Tech Charter High

Los Angeles	Equitas Academy #3 Charter
Los Angeles	Clemente Charter
Los Angeles	Global Education Academy 2
Los Angeles	Everest Value
Los Angeles	Village Charter Academy
Los Angeles	Community Preparatory Academy
Los Angeles	Fenton STEM Academy: Elementary Center for Science Technology Engineering and Mathematics
Los Angeles	Fenton Charter Leadership Academy
Los Angeles	KIPP Ignite Academy
Los Angeles	KIPP Promesa Prep
Los Angeles	Collegiate Charter High School of Los Angeles
Los Angeles	Summit Preparatory Charter
Los Angeles	Public Policy Charter
Los Angeles	Resolute Academy Charter
Los Angeles	Libertas College Preparatory Charter
Los Angeles	University Preparatory Value High
Los Angeles	Alliance Marine - Innovation and Technology 6-12 Complex
Los Angeles	Bert Corona Charter High
Los Angeles	Ednovate - USC East College Prep
Los Angeles	PUC Triumph Charter Academy and PUC Triumph Charter High
Los Angeles	PUC Nueva Esperanza Charter Academy
Los Angeles	PUC CALS Middle School and Early College High
Los Angeles	Valor Academy Elementary
Los Angeles	New Los Angeles Charter Elementary
Los Angeles	Girls Athletic Leadership School Los Angeles
Los Angeles	Rise Kohyang High
Los Angeles	California Collegiate Charter
Los Angeles	Animo Florence-Firestone Charter Middle
Los Angeles	The City
Los Angeles	Arts in Action Community Middle
Los Angeles	PUC International Preparatory Academy
Los Angeles	Gabriella Charter 2
Los Angeles	KIPP Corazon Academy
Los Angeles	Crete Academy
Los Angeles	WISH Academy High
Los Angeles	Ednovate - USC Esperanza College Prep
Los Angeles	Ednovate - USC College Prep, Pico-Union/Westlake Campus
Los Angeles	Birmingham Community Charter High
Los Angeles	El Camino Real Charter High
Los Angeles	Granada Hills Charter High
Los Angeles	Palisades Charter High
Los Angeles	Los Angeles Leadership Academy
Los Angeles	Fenton Avenue Charter
Los Angeles	Montague Charter Academy
Los Angeles	Pacoima Charter Elementary
Los Angeles	Santa Monica Boulevard Community Charter
Los Angeles	Vaughn Next Century Learning Center

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Los Angeles	Accelerated
Los Angeles	Watts Learning Center
Los Angeles	PUC Community Charter Middle and PUC Community Charter Early
College High	
Los Angeles	View Park Preparatory Accelerated Charter
Los Angeles	Camino Nuevo Charter Academy
Los Angeles	Multicultural Learning Center
Los Angeles	CHIME Institute's Schwarzenegger Community
Los Angeles	Downtown Value
Los Angeles	Puente Charter
Los Angeles	Para Los Niños Charter
Los Angeles	View Park Preparatory Accelerated Charter Middle
Los Angeles	Antelope Valley Learning Academy
Los Angeles	Palmdale Aerospace Academy
Los Angeles	Guidance Charter
Los Angeles	Aveson Global Leadership Academy
Los Angeles	Aveson School of Leaders
Los Angeles	Pasadena Rosebud Academy
Los Angeles	Learning Works
Los Angeles	California Virtual Academy @ Los Angeles
Los Angeles	San Jose Charter Academy
Los Angeles	Mission View Public
Los Angeles	Santa Clarita Valley International
Los Angeles	Opportunities for Learning - Santa Clarita
Los Angeles	Today's Fresh Start-Compton
Los Angeles	Celerity Achemar Charter
Los Angeles	iQ Academy California-Los Angeles
Los Angeles	Options for Youth San Gabriel
Los Angeles	Assurance Learning Academy
Los Angeles	SCALE Leadership Academy
Los Angeles	Inspire Charter School
Los Angeles	Valiant Academy of Los Angeles
Los Angeles	Albert Einstein Academy for Letters, Arts & Sciences - Agua Dulce
Partnership Academy	
Los Angeles	SIATech Academy South
Los Angeles	Method Schools K-8
Los Angeles	Method Schools High
Los Angeles	iLEAD Hybrid
Los Angeles	Albert Einstein Academy for Letters, Arts and Sciences-STEAM
Los Angeles	Community Collaborative Charter
Los Angeles	Albert Einstein Academy for Letters, Arts & Sciences - Odyssey
Los Angeles	Pathways Academy Charter School Adult Education
Los Angeles	Empower Generations
Los Angeles	Compass Charter Schools of Los Angeles
Los Angeles	New West Charter
Los Angeles	School of Arts and Enterprise
Los Angeles	Lifeline Education Charter
Los Angeles	Barack Obama Charter

Los Angeles	Da Vinci Science
Los Angeles	Da Vinci Design
Los Angeles	Da Vinci Innovation Academy
Los Angeles	Da Vinci Communications High
Los Angeles	Anahuacalmecac International University Preparatory of North America
Los Angeles	Academia Avance Charter
Los Angeles	Prepa Tec Los Angeles High
Madera	Yosemite-Wawona Elementary Charter
Madera	Sherman Thomas Charter
Madera	Ezequiel Tafoya Alvarado Academy
Madera	Sherman Thomas Charter High
Madera	Glacier High School Charter
Madera	Mountain Home Charter (Alternative)
Marin	Novato Charter
Marin	Willow Creek Academy
Mariposa	Sierra Foothill Charter
Mendocino	Pacific Community Charter
Mendocino	Three Rivers Charter
Mendocino	Eel River Charter
Mendocino	River Oak Charter
Mendocino	Redwood Academy of Ukiah
Mendocino	Accelerated Achievement Academy
Mendocino	Tree of Life Charter
Mendocino	La Vida Charter
Mendocino	Willits Elementary Charter
Mendocino	Willits Charter
Monterey	Monterey Bay Charter
Monterey	Bay View Academy
Monterey	Millennium Charter High
Monterey	Oasis Charter Public
Monterey	Uplift Monterey
Monterey	Uplift California South Charter
Monterey	Uplift California North Charter
Monterey	Learning for Life Charter
Monterey	International School of Monterey
Monterey	Big Sur Charter
Napa	Stone Bridge
Nevada	Nevada City School of the Arts
Nevada	Sierra Montessori Academy
Nevada	EPIC de Cesar Chavez
Nevada	John Muir Charter Schools
Nevada	Sierra Academy of Expeditionary Learning
Orange	Samueli Academy
Orange	Vista Heritage Charter Middle
Orange	Oxford Preparatory Academy - Saddleback Valley
Orange	USC College Prep Santa Ana Campus
Orange	Orange County Academy of Sciences and Arts
Orange	Scholarship Prep Charter

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Orange	Orange County Workforce Innovation High
Orange	Citrus Springs Charter
Orange	GOALS Academy
Orange	Capistrano Connections Academy
Orange	Community Roots Academy
Orange	Oxford Preparatory Academy - South Orange County
Orange	Journey
Orange	Opportunities for Learning - Capistrano
Orange	Kinetic Academy
Orange	Santiago Middle
Orange	Edward B. Cole Academy
Orange	Nova Academy
Orange	Orange County Educational Arts Academy
Orange	OCSA
Orange	El Sol Santa Ana Science and Arts Academy
Orange	Magnolia Science Academy Santa Ana
Placer	CORE Placer Charter
Placer	John Adams Academy
Placer	Creekside Charter
Placer	Harvest Ridge Cooperative Charter/Placer Academy
Placer	Squaw Valley Preparatory
Placer	Rocklin Academy Gateway
Placer	Sierra Expeditionary Learning
Placer	Partnerships for Student-Centered Learning
Placer	Horizon Charter
Placer	Rocklin Academy at Meyers Street
Placer	Maria Montessori Charter Academy
Placer	Western Sierra Collegiate Academy
Placer	Rocklin Academy
Plumas	Plumas Charter
Riverside	River Springs Charter
Riverside	Imagine Schools, Riverside County
Riverside	Gateway College and Career Academy
Riverside	Highland Academy
Riverside	Santa Rosa Academy
Riverside	Excel Prep Charter - IE
Riverside	REACH Leadership STEAM Academy
Riverside	Encore High School for the Arts - Riverside
Riverside	San Jacinto Valley Academy
Riverside	NOVA Academy - Coachella
Riverside	Sycamore Academy of Science and Cultural Arts
Riverside	Temecula Preparatory
Riverside	Temecula Valley Charter
Riverside	Baypoint Preparatory Academy
Sacramento	California Montessori Project - Elk Grove Campus
Sacramento	Delta Elementary Charter
Sacramento	Paseo Grande Charter
Sacramento	St. HOPE Public School 7

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Partial List of Eligible Agencies

PEPPM 2023 Supplemental Product Line Bid – California,
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Sacramento	Sol Aureus College Preparatory
Sacramento	Sacramento Charter High
Sacramento	Aspire Capitol Heights Academy
Sacramento	The Language Academy of Sacramento
Sacramento	California Montessori Project - Capitol Campus
Sacramento	Yav Pem Suab Academy - Preparing for the Future Charter
Sacramento	Capitol Collegiate Academy
Sacramento	Oak Park Preparatory Academy
Sacramento	Growth Public
Sacramento	California Montessori Project-San Juan Campus
Sacramento	Golden Valley River
Sacramento	Aspire Alexander Twilight College Preparatory Academy
Sacramento	Aspire Alexander Twilight Secondary Academy
Sacramento	Gateway International
Sacramento	Golden Valley Orchard
Sacramento	Atkinson Academy Charter
Sacramento	Options for Youth-San Juan
Sacramento	Natomas Charter
Sacramento	Community Outreach Academy
Sacramento	Futures High
Sacramento	Heritage Peak Charter
Sacramento	Community Collaborative Charter
Sacramento	Higher Learning Academy
Sacramento	SAVA: Sacramento Academic and Vocational Academy
Sacramento	Highlands Community Charter
Sacramento	Paramount Collegiate Academy
San Benito	Hollister Prep
San Bernardino	Norton Science and Language Academy
San Bernardino	Desert Trails Preparatory Academy
San Bernardino	Taylion High Desert Academy/Adelanto
San Bernardino	Oxford Preparatory Academy - Chino Valley
San Bernardino	Alta Vista South Public Charter
San Bernardino	Community Collaborative Virtual - Sage Oak Charter
San Bernardino	Mojave River Academy
San Bernardino	Grove
San Bernardino	ASA Charter
San Bernardino	Public Safety Academy
San Bernardino	Casa Ramona Academy for Technology, Community, and Education
San Bernardino	SOAR Charter Academy
San Bernardino	New Vision Middle
San Bernardino	Options for Youth-San Bernardino
San Bernardino	Excel Prep Charter
San Bernardino	Hardy Brown College Prep
San Bernardino	Taft T. Newman Leadership Academy
San Bernardino	Woodward Leadership Academy
San Bernardino	Ballington Academy for the Arts and Sciences - San Bernardino
San Bernardino	Provisional Accelerated Learning Academy
San Bernardino	California STEAM San Bernardino

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Partial List of Eligible Agencies

PEPPM 2023 Supplemental Product Line Bid – California,
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San Bernardino Options for Youth-Victorville Charter
 San Bernardino Excelsior Charter
 San Bernardino Inland Leaders Charter
 San Bernardino Summit Leadership Academy-High Desert
 San Bernardino Pathways to College
 San Bernardino Mirus Secondary
 San Bernardino Encore Jr./Sr. High School for the Performing and Visual Arts
 San Bernardino LaVerne Elementary Preparatory Academy
 San Bernardino Sky Mountain Charter
 San Bernardino Academy for Academic Excellence
 San Diego Literacy First Charter
 San Diego Juan Bautista de Anza
 San Diego Diego Springs Academy
 San Diego San Diego Workforce Innovation High
 San Diego EJE Elementary Academy Charter
 San Diego EJE Middle Academy
 San Diego Leonardo da Vinci Health Sciences Charter
 San Diego Howard Gardner Community Charter
 San Diego Feaster (Mae L.) Charter
 San Diego Mueller Charter (Robert L.)
 San Diego Discovery Charter
 San Diego Chula Vista Learning Community Charter
 San Diego Arroyo Vista Charter
 San Diego Diego Hills Charter
 San Diego The Heights Charter
 San Diego Community Montessori Charter
 San Diego MethodSchools
 San Diego Valiant Academy of Southern California
 San Diego Inspire Charter School - South
 San Diego Dehesa Charter
 San Diego Heritage K-8 Charter
 San Diego Epiphany Prep Charter
 San Diego Classical Academy
 San Diego Classical Academy High
 San Diego Escondido Charter High
 San Diego Steele Canyon High
 San Diego Helix High
 San Diego Greater San Diego Academy
 San Diego Diego Valley Charter
 San Diego Harbor Springs Charter
 San Diego Julian Charter
 San Diego National University Academy
 San Diego River Valley Charter
 San Diego Barona Indian Charter
 San Diego San Diego Neighborhood Homeschools
 San Diego College Preparatory Middle
 San Diego San Diego Virtual
 San Diego Pivot Charter School - San Diego

San Diego	Compass Charter Schools of San Diego
San Diego	County Collaborative Charter
San Diego	Integrity Charter
San Diego	High Tech Middle
San Diego	KIPP Adelante Preparatory Academy
San Diego	High Tech High International
San Diego	Learning Choice Academy
San Diego	High Tech Middle Media Arts
San Diego	Iftin Charter
San Diego	High Tech High Media Arts
San Diego	King-Chavez Arts Academy
San Diego	King-Chavez Athletics Academy
San Diego	Magnolia Science Academy San Diego
San Diego	Albert Einstein Academy Charter Middle
San Diego	King-Chavez Preparatory Academy
San Diego	Health Sciences High
San Diego	Arroyo Paseo Charter High
San Diego	Innovations Academy
San Diego	King-Chavez Community High
San Diego	Gompers Preparatory Academy
San Diego	Evangeline Roberts Institute of Learning
San Diego	SD Global Vision Academy
San Diego	School for Entrepreneurship and Technology
San Diego	Old Town Academy K-8 Charter
San Diego	America's Finest Charter
San Diego	City Heights Preparatory Charter
San Diego	Epiphany Prep Charter
San Diego	Kavod Elementary Charter
San Diego	e3 Civic High
San Diego	San Diego Cooperative Charter School 2
San Diego	Health Sciences Middle
San Diego	Laurel Preparatory Academy
San Diego	Empower Charter
San Diego	Elevate Elementary
San Diego	High Tech Elementary
San Diego	Ingenuity Charter
San Diego	Charter School of San Diego
San Diego	Preuss School UCSD
San Diego	High Tech High
San Diego	Audeo Charter
San Diego	Darnall Charter
San Diego	Keiller Leadership Academy
San Diego	Harriet Tubman Village Charter
San Diego	King-Chavez Primary Academy
San Diego	The O'Farrell Charter
San Diego	McGill School of Success
San Diego	Museum
San Diego	Holly Drive Leadership Academy

San Diego	High Tech Elementary Explorer
San Diego	San Diego Cooperative Charter
San Diego	King-Chavez Academy of Excellence
San Diego	Albert Einstein Academy Charter Elementary
San Diego	Insight @ San Diego
San Diego	California Virtual Academy @ San Diego
San Diego	Hawking S.T.E.A.M. Charter
San Diego	Hawking S.T.E.A.M. Charter School 2
San Diego	MAAC Community Charter
San Diego	Taylion San Diego Academy
San Diego	SIATech
San Diego	North County Trade Tech High
San Diego	Guajome Learning Center
San Diego	Bella Mente Montessori Academy
San Diego	Guajome Park Academy Charter
San Diego	Pacific View Charter
San Diego	Bayshore Preparatory Charter
San Diego	All Tribes Elementary Charter
San Diego	California Pacific Charter Schools - San Diego
San Diego	All Tribes Charter
San Diego	High Tech High Chula Vista
San Diego	High Tech High North County
San Diego	High Tech Middle North County
San Diego	High Tech Middle Chula Vista
San Diego	High Tech Elementary Chula Vista
San Diego	High Tech Elementary North County
San Diego	Pathways Academy Charter
San Diego	Thrive Public
San Diego	Audeo Charter II
San Diego	Grossmont Secondary Charter
San Francisco	KIPP Bayview Academy
San Francisco	KIPP San Francisco Bay Academy
San Francisco	Five Keys Charter (SF Sheriff's)
San Francisco	City Arts and Tech High
San Francisco	Five Keys Adult School (SF Sheriff's)
San Francisco	Five Keys Independence HS (SF Sheriff's)
San Francisco	Gateway Middle
San Francisco	Mission Preparatory
San Francisco	KIPP San Francisco College Preparatory
San Francisco	Leadership High
San Francisco	Gateway High
San Francisco	Edison Charter Academy
San Francisco	Creative Arts Charter
San Francisco	OnePurpose
San Francisco	The New School of San Francisco
San Joaquin	one.Charter
San Joaquin	San Joaquin Building Futures Academy
San Joaquin	River Islands Technology Academy II

San Joaquin Venture Academy
 San Joaquin NextGeneration STEAM Academy
 San Joaquin Escalon Charter Academy
 San Joaquin Aspire Benjamin Holt College Preparatory Academy
 San Joaquin Rio Valley Charter
 San Joaquin Aspire Benjamin Holt Middle School
 San Joaquin Aspire Vincent Shalvey Academy
 San Joaquin Aspire River Oaks Charter
 San Joaquin Humphreys College Academy of Business, Law and Education
 San Joaquin California Virtual Academy @ San Joaquin
 San Joaquin Valley View Charter Prep
 San Joaquin Insight @ San Joaquin
 San Joaquin California Connections Academy @ Ripon
 San Joaquin Aspire Rosa Parks Academy
 San Joaquin Aspire Port City Academy
 San Joaquin Dr. Lewis Dolphin Stallworth Sr. Charter
 San Joaquin Aspire Langston Hughes Academy
 San Joaquin Stockton Collegiate International Elementary
 San Joaquin Stockton Collegiate International Secondary
 San Joaquin Aspire APEX Academy
 San Joaquin TEAM Charter
 San Joaquin Primary Charter
 San Joaquin Millennium Charter
 San Joaquin Discovery Charter
 San Luis Obispo Bellevue-Santa Fe Charter
 San Luis Obispo Almond Acres Charter Academy
 San Mateo California Virtual Academy @ San Mateo
 San Mateo Summit Public School: Shasta
 San Mateo Aspire East Palo Alto Charter
 San Mateo KIPP Valiant Community Prep
 San Mateo Connect Community Charter
 San Mateo KIPP Excelencia Community Preparatory
 San Mateo Rocketship Redwood City
 San Mateo San Carlos Charter Learning Center
 San Mateo Design Tech High
 San Mateo Summit Preparatory Charter High
 San Mateo Everest Public High
 San Mateo East Palo Alto Academy
 Santa Barbara Family Partnership Home Study Charter
 Santa Barbara Trivium Charter
 Santa Barbara Santa Ynez Valley Charter
 Santa Barbara Manzanita Public Charter
 Santa Barbara California STEAM Santa Barbara
 Santa Barbara Uplift California Santa Barbara
 Santa Barbara Peabody Charter
 Santa Barbara Adelante Charter
 Santa Barbara Olive Grove Charter
 Santa Clara Bullis Charter

Santa Clara	Discovery Charter
Santa Clara	University Preparatory Academy Charter
Santa Clara	Rocketship Mateo Sheedy Elementary
Santa Clara	ACE Empower Academy
Santa Clara	Rocketship Si Se Puede Academy
Santa Clara	Rocketship Los Suenos Academy
Santa Clara	Downtown College Prep - Alum Rock
Santa Clara	Rocketship Discovery Prep
Santa Clara	Summit Public School: Tahoma
Santa Clara	Sunrise Middle
Santa Clara	Rocketship Academy Brilliant Minds
Santa Clara	Rocketship Alma Academy
Santa Clara	Discovery Charter II
Santa Clara	Summit Public School: Denali
Santa Clara	Alpha: Jose Hernandez
Santa Clara	Rocketship Fuerza Community Prep
Santa Clara	Voices College-Bound Language Academy at Morgan Hill
Santa Clara	Spark Charter
Santa Clara	Voices College-Bound Language Academy at Mt. Pleasant
Santa Clara	Rocketship Rising Stars
Santa Clara	KIPP Heartwood Academy
Santa Clara	Alpha: Blanca Alvarado Middle
Santa Clara	Kipp Prize Preparatory Academy
Santa Clara	Escuela Popular/Center for Training and Careers, Family Learning
Santa Clara	KIPP San Jose Collegiate
Santa Clara	Summit Public School: Rainier
Santa Clara	ACE Charter High
Santa Clara	Luis Valdez Leadership Academy
Santa Clara	B. Roberto Cruz Leadership Academy
Santa Clara	Alpha Cindy Avitia High
Santa Clara	Latino College Preparatory Academy
Santa Clara	San Jose Conservation Corps Charter
Santa Clara	Escuela Popular Accelerated Family Learning
Santa Clara	Voices College-Bound Language Academy
Santa Clara	Alpha: Cornerstone Academy Preparatory
Santa Clara	Rocketship Mosaic Elementary
Santa Clara	Rocketship Spark Academy
Santa Clara	KIPP Heritage Academy
Santa Clara	ACE Franklin McKinley
Santa Clara	Gilroy Prep (a Navigator School)
Santa Clara	Charter School of Morgan Hill
Santa Clara	Downtown College Preparatory Middle
Santa Clara	ACE Inspire Academy
Santa Clara	Downtown College Preparatory
Santa Cruz	Ceiba College Preparatory Academy
Santa Cruz	Ocean Grove Charter
Shasta	Chrysalis Charter
Shasta	Redding STEM Academy

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Partial List of Eligible Agencies
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Shasta	Redding School of the Arts
Shasta	Cottonwood Creek Charter
Shasta	Monarch Learning Center
Shasta	University Preparatory
Shasta	Shasta Charter Academy
Shasta	Northern Summit Academy
Shasta	New Day Academy - Shasta
Shasta	Rocky Point Charter
Shasta	Academy of Personalized Learning
Siskiyou	Golden Eagle Charter
Solano	Dixon Montessori Charter
Solano	Kairos Public School Vacaville Academy
Solano	Caliber: ChangeMakers Academy
Solano	MIT Academy
Solano	Mare Island Technology Academy
Sonoma	Pathways Charter
Sonoma	California Virtual Academy @ Sonoma
Sonoma	California STEAM Sonoma
Sonoma	Pivot Online Charter - North Bay
Sonoma	River Montessori Elementary Charter
Sonoma	Live Oak Charter
Sonoma	Northwest Prep Charter
Sonoma	Olivet Elementary Charter
Sonoma	Morrice Schaefer Charter
Sonoma	Piner-Olivet Charter
Sonoma	Roseland Charter
Sonoma	Kid Street Learning Center Charter
Sonoma	Abraxis Charter
Sonoma	REACH
Sonoma	Sebastopol Independent Charter
Sonoma	Woodland Star Charter
Sonoma	Sonoma Charter
Sonoma	Credo High
Sonoma	Village Charter
Stanislaus	Great Valley Academy
Stanislaus	Valley Charter High
Stanislaus	Aspire Summit Charter Academy
Stanislaus	Aspire Vanguard College Preparatory Academy
Stanislaus	Great Valley Academy - Salida
Stanislaus	Aspire University Charter
Stanislaus	Connecting Waters Charter
Stanislaus	eCademy Charter at Crane
Stanislaus	Fusion Charter
Sutter	South Sutter Charter
Sutter	California Virtual Academy @ Sutter
Sutter	California Prep Sutter K-7
Sutter	California Prep Sutter 8-12
Sutter	Sutter Peak Charter Academy

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Partial List of Eligible Agencies

PEPPM 2023 Supplemental Product Line Bid – California,
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Sutter	Inspire Charter School - North
Sutter	Winship Community
Sutter	Twin Rivers Charter
Sutter	Yuba City Charter
Trinity	California Heritage Youthbuild Academy II
Trinity	Mountain Academy Charter
Tulare	Valley Life Charter
Tulare	Sycamore Valley Academy
Tulare	Eleanor Roosevelt Community Learning Center
Tulare	California Connections Academy@Central
Tulare	Crescent Valley Public Charter
Tuolumne	Foothill Leadership Academy
Tuolumne	Gold Rush Charter
Ventura	Vista Real Charter High
Ventura	Ventura Charter School of Arts and Global Education
Ventura	BRIDGES Charter
Ventura	River Oaks Academy
Ventura	Meadows Arts and Technology Elementary
Ventura	Golden Valley Charter
Ventura	Valley Oak Charter
Ventura	Camarillo Academy of Progressive Education
Ventura	Architecture, Construction & Engineering Charter High (ACE)
Ventura	University Preparation Charter School at CSU Channel Islands
Ventura	IvyTech Charter
Yolo	Empowering Possibilities International Charter
Yolo	Sacramento Valley Charter
Yolo	River Charter Schools Lighthouse Charter
Yuba	Yuba Environmental Science Charter Academy
Yuba	CORE Charter
Yuba	Paragon Collegiate Academy

Community College Districts

Allan Hancock Joint Community College District
 Antelope Valley Community College District
 Barstow Community College District
 Butte-Glenn Community College District
 Cabrillo Community College District
 Cerritos Community College District
 Chabot-Las Positas Community College District
 Chaffey Community College District
 Citrus Community College District
 Coast Community College District
 Contra Costa Community College District
 Copper Mountain Community College District
 Desert Community College District
 El Camino Community College District
 Feather River Community College District
 Foothill-DeAnza Community College District

Gavilan Community College District
Glendale Community College District
Grossmont-Cuyamaca Community College District
Hartnell Community College District
Imperial Community College District
Kern Community College District
Lake Tahoe Community College District
Lassen Community College District
Long Beach Community College District
Los Angeles Community College District
Los Rios Community College District
Marin Community College District
Mendocino-Lake Community College District
Merced Community College District
MiraCosta Community College District
Monterey Peninsula Community College District
Mt. San Antonio Community College District
Mt. San Jacinto Community College District
Napa Valley Community College District
North Orange County Community College District
Ohlone Community College District
Palo Verde Community College District
Palomar Community College District
Pasadena Area Community College District
Peralta Community College District
Rancho Santiago Community College District
Redwoods Community College District
Rio Hondo Community College District
Riverside Community College District
San Bernardino Community College District
San Diego Community College District
San Francisco Community College District
San Joaquin Delta Community College District
San Jose-Evergreen Community College District
San Luis Obispo County Community College District
San Mateo County Community College District
Santa Barbara Community College District
Santa Clarita Community College District
Santa Monica Community College District
Sequoias Community College District
Shasta-Tehama-Trinity Joint Community College District
Sierra Joint Community College District
Siskiyou Joint Community College District
Solano County Community College District
Sonoma County Community College District
South Orange County Community College District
Southwestern Community College District
State Center Community College District
Ventura County Community College District
Victor Valley Community College District
vistawww.peralta.edu
West Hills Community College District
West Kern Community College District

ATTACHMENT B

RESOLUTION NO. 23-87

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE APPROVING THE PURCHASE OF SECURITY CAMERA SYSTEM FROM RHOMBUS SYSTEM, INC. IN ACCORDANCE WITH CITY OF SOUTH EL MONTE MUNICIPAL CODE SECTION 3.16.060

WHEREAS, Section 3.16.060 of the South El Monte Municipal Code authorizes City Manager to purchase services, supplies and equipment for which the City would normally follow its own bid procedures from a vendor awarded a bid by another public agency if the agency utilized procedures substantially the same as those normally utilized by the city.

WHEREAS, on February 3, 2023, the Office of the Kern County Superintendent of Schools (KCSOS) requested sealed bids, under Invitation for Bids# 536222, PEPPM 2023 Supplemental Product Line Bid - California; and

WHEREAS, the Request for Bids was properly advertised for two consecutive weeks in a newspaper of general circulation in Kern County; and

WHEREAS, bids have been received by KCSOS and evaluated in cooperation with the national PEPPM Technology Bidding Program; and

WHEREAS, all bidding documents were issued, advertised, and accepted in accordance with the provisions of the California Public Contract Code, the California Government Code, and the Education Code; and

WHEREAS, KCSOS has reviewed bid tabulations and evaluation results; and

WHEREAS, the Request for Bids was issued by KCSOS with the intent of the resulting contracts being legally used by all California school districts, county offices of education, community colleges, charter schools, and other government agencies throughout California and the United States as allowed by law; and

WHEREAS, KCSOS waives the right to any payment from any agency using the contracts, and, if any agency uses the contracts, that agency will pay vendors directly; and

WHEREAS, those vendors with the lowest prices for their respective products and having a responsive and responsible bid have been identified to the satisfaction of staff and agents of KCSOS,

NOW, THEREFORE, the City Council of the City of South El Monte hereby authorize as follows:

The City Council authorize the City Manager to enter into a Camera System Purchase Agreement with Rhombus Systems, Inc. (Exhibit A) under PEPPM Bids # 536222 in accordance with South El Monte Municipal Code Section 3.16.060.

PASSED, APPROVED, AND ADOPTED this 12th day of September 2023.

Gloria Olmos, Mayor

ATTEST:

Donna Schwartz, City Clerk

APPROVED AS TO FORM:

Anthony Taylor, City Attorney

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

I, Donna Schwartz, City Clerk of the City of South El Monte, hereby certifies that the foregoing Resolution No. 23-87, was adopted by the South El Monte City Council of the City of South El Monte at a regular meeting of said Council held on the 12th day of September 2023.

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

Donna G. Schwartz, City Clerk

Rhombus Systems, Inc.

1920 20th Street
Sacramento, CA 95811
650-425-3452

Created Date: 12/22/2022 12:27 PM

Expiration Date: 7/31/2023

Quote Number: Q-08011

End User: City of South El Monte
Ship To: South El Monte, California, United States
Shipping Method: Ground

Prepared By:David Muszel

Prepared Email:david@rhombussystems.com

Product Code	Line Item Description	Quantity	MSRP	Discounts	Subtotal	Total Price
R200-256GB	R200 5MP Dome Camera - 40 Days	69.00	\$599.00	51.27%	\$291.92	\$20,142.48
R360-512GB	R360 12MP 360 Camera - 30 Days	1.00	\$1,299.00	41.50%	\$759.92	\$759.92
R510-512GB	R510 4K Varifocal Bullet Camera	9.00	\$1,499.00	41.50%	\$876.92	\$7,892.28
RBS-CAM-ENT-5YR	Enterprise Console License - 5 Years	79.00	\$699.00	38.25%	\$431.63	\$34,098.77
ACC-R100-JB2	Junction Box for R100 Camera	66.00	\$49.00	41.49%	\$28.67	\$1,892.22
SubTotal:						\$64,785.67

Notes: Includes a free storage upgrade for the Rhombus R200 from 128GB to 256GB of memory.

Shipping Amount:	\$0.00
Tax \$:	\$0.00
Grand Total Price:	\$64,785.67

Quote prepared by: **Sales**

This is a quotation on the goods named and are subject to the standard Terms & Conditions which can be found at www.rhombussystems.com/terms.

If you're not completely satisfied in the first 60 days, we'll refund 100% of your order.

Expect More from Your Video Security

1920 20th Street, Sacramento, CA 95811 | sales@rhombussystems.com

Page 1 of 2

By signing, customer is accepting financial responsibility for the order and is requesting Rhombus Systems to fulfill per the terms above.

To accept this quotation, sign here and return:

If you're not completely satisfied in the first 60 days, we'll refund 100% of your order.

Expect More from Your Video Security

1920 20th Street, Sacramento, CA 95811 | sales@rhombussystems.com

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Rhombus Systems Hardware Warranty, RMA and Return Policy

Hardware Warranty

Rhombus Systems represents to the original end-user purchaser (the “Customer”) of Rhombus Systems video surveillance cameras (“cameras”) and IoT sensors (“sensors”), collectively herein referred to as “Hardware”, that for a period of 10 years for cameras or 2 years for sensors from the date of original shipment to the Customer, the Hardware will be substantially free of defects in materials and workmanship (the “Hardware Warranty”).

Should Hardware deemed by Rhombus Systems to be defective, Rhombus Systems, in its sole and exclusive discretion, will repair or replace the Hardware or component. Replacement products may be new or refurbished product or contain new or refurbished components. If the Hardware or a component contained within the Hardware is no longer available, Rhombus Systems may replace the Hardware or component with a product or component of similar function. Any Hardware product that has been replaced under this Hardware Warranty will be covered by the terms of this Hardware Warranty for the longer of 90 days from the date of the delivery, or the remainder of the original, product-specific 2- year or 10-year Hardware Warranty period.

RMA (Return Materials Authorization)

If you are experiencing a technical issue or your Rhombus device has failed, please submit a request to Rhombus Support at <https://support.rhombussystems.com/hc/en-us/requests/new>.

If you have a Rhombus camera that has failed or you think needs to be returned, please contact support to start the return (RMA) process. Alternatively, if your Rhombus device has failed, you can start the process from within your account by going to "Camera Return" under the question mark in the Rhombus Console.

Product Trial Returns

If you would like to return units from a product trial, please contact your Rhombus sales representative to request a shipping label number. If your trial hardware was shipped to the US or Canada, you can ship the product back to Rhombus Systems at no charge to you.

Return Policy

If you are unsatisfied with your Rhombus Systems purchase in any way, you may return your purchase for a full refund. All refunds must meet the following criteria:

- The product is still in new condition and not damaged in any way
- All products being returned are shipped back to Rhombus
- You submit a refund request within 60 days of purchase

- To initiate a refund request, please contact your sales representative or partner that sold you the product.

To request a refund, please contact support to request an RMA number. If your refund request is approved, Rhombus Systems will email you an RMA number. In order for the refund to be accepted and processed, Rhombus Systems must receive the hardware you are returning no later than 30 days following the date the RMA number is issued. Once we have received and inspected the units, we will process your return. If you purchased through a Rhombus Systems reseller, your refund will be issued by that reseller. If you purchased directly from Rhombus Systems, we will issue a refund, typically within 15 days of receiving the return.



The Enterprise Console License enables access to Rhombus Systems' modern cloud physical security platform. With powerful, industry-leading features, this license delivers reliable enterprise security in a simple and intuitive interface to help organizations achieve more.

Management

- Unlimited locations
- Unlimited users
- Custom user and role management
- Complete audit logs and reporting

Search

- Activity/event indexing for quick search
- Region search
- In-depth investigative tools
- Global search functionality (camera, person, etc.)

Storage

- Local on-camera storage (20-180 days)
- Unlimited video clip cloud storage for 2 years
- 30 days of cloud storage included
- Optional unlimited cloud storage (60, 90, 180 days+)

Video

- 24x7 Remote Access (web, mobile, Apple TV)
- No thick client software or plug-ins required
- Real-time streaming
- View live streams and past footage
- Video walls for watching multiple cameras
- Save and share unlimited video clips with password protection
- Shareable live streams with video history
- Time-lapse videos
- High-definition video recording and storage

Bandwidth

- Baseline, steady state: 10 - 30 Kbps per camera
- HD WAN live streaming: 480 - 1440 Kbps per camera

Enterprise Console License

Security

AES-256 encryption for stored video
SSL TLS v1.2 for video streams
Activity audit logs / anomalous log-in detection
Automatic firmware and security updates
Single sign-on (SSO) / SAML

Integrations

API access for reporting and auditing data
Enterprise app integrations - Slack, Mattermost, PagerDuty
ServiceNow, Jira, Microsoft Office365, Dropbox, Google GSuite,
Box, Amazon AWS, Microsoft Azure, Splunk, Webhooks

Support

24x7 U.S. Based Email Support
24x7 U.S. Based Phone Support

Notifications

24x7 system health monitoring
Create custom policies and event notifications
Activity regions to alert for motion in specific areas
Smart alerts for motion, humans, faces, vehicles, and more
Alert delivery via email, mobile app, Slack, PagerDuty, and more

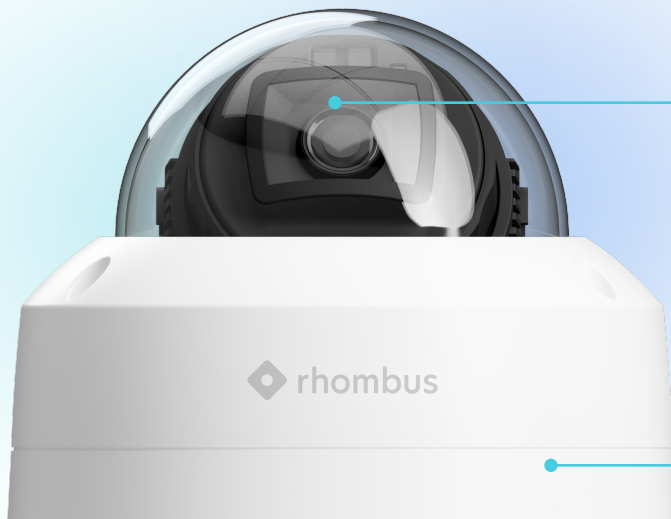
AI and Computer Vision

Activity heat mapping
Crowd counting
Unique visitor counting
Vehicle and license plate recognition
Facial recognition
Unusual behavior detection
Fall detection
Color search
PPE detection
Visual tamper detection
Quickly investigate by filtering footage based on specific events



Let's Talk R200 Camera Specs

Ideal for general visibility in most environments



 Camera starts at \$499

 Rhombus 10-year Warranty included



5MP image sensor
2592 x 1944 resolution



Up to 5MP Full-HD video



116° Diagonal FoV
104° Horizontal FoV
87° Vertical FoV



2.8mm focal length



Up to 180 days of on-camera storage



IP66 weather resistance
IK10 impact resistance



Optional unlimited cloud archiving available

About the R200

No bulky hardware, hard drives, or complex software. The R200 simplifies the entire video security experience with an intelligent, all-in-one camera.

With a quad-core processor and vandal-resistant exterior, the R200 delivers incredible performance and reliability right out of the box. For organizations that require greater insights and visibility across their facilities, the R200 features built-in BLE and is compatible with the entire line of Rhombus IoT Sensors.

Camera Specs

Night Vision: Infrared illuminators (100ft in low light)

Aperture: F/2.0

Pan / Tilt / Zoom: Up to 2X digital PTZ

Ethernet: 10 / 100Mbps, MDI/MDI-X Auto Sensing

Power-over-Ethernet: Standard 802.3af for one-cable installation

Power Consumption: Max 10.5 watts

Onboard Storage Included: 128GB, 256GB, 512GB, or 1TB

Dimensions: 118mm (4.64in) x 90mm (3.54in)

Operating Temperature: -20° to 50°C (-4° to 122°F)

Operating Humidity: <95% RH

In the Box: Torx key, mounting screws, anchors

Baseline Steady State: 10 - 30 Kbps per camera

HD WAN Live Streaming: 530 - 720 Kbps per camera

CE, FCC, NDAA, TAA Compliant



Let's Talk R360 Camera Specs

Ideal for warehouses, gyms, and large open areas



12MP Progressive CMOS sensor



Up to 3008x3008 Full-HD video resolution



180° Diagonal FoV
180° Horizontal FoV
180° Vertical FoV



Immersive view – live, real-time dewarping



Up to 60 days of on-camera storage



IP66 weather resistance



Optional unlimited cloud archiving available



Camera starts at \$1299



Rhombus 10-year Warranty included

About the R360

For organizations that want maximum visibility and minimal camera presence, the R360 provides a 360° view of your environment and offers multiple ways to monitor your space.

180° View displays both directions on the same horizontal plane. Immersive View is a revolutionary feature that provides live, real-time dewarping, enabling end-users to dive into the video and move around within the scene for unparalleled situational awareness.

Camera Specs

Night Vision: Infrared illuminators (100ft in low light)

Aperture: F/2.8

Ethernet: 10 / 100Mbps, MDI/MDI-X Auto Sensing

Power-over-Ethernet: Standard 802.3af for one-cable installation

AC Power: Enabled with optional adapter

Power Consumption: Max 9.9 watts

Onboard Storage Included: High-endurance 512GB

Dimensions: 130mm (5.11in) x 58mm (3.54in)

Operating Temperature: -30° to 55° C (-22° to 131° F)

Operating Humidity: 10% - 90% RH

In the Box: Torx key, mounting screws, anchors, waterproof ethernet connector

Baseline Steady State: 10 - 30 Kbps per camera

HD WAN Live Streaming: 530 - 720 Kbps per camera

CE, FCC, NDAA, TAA Compliant



Let's Talk R510 Camera Specs

Ideal for entryways and parking lots



8MP image sensor
3840x2160 resolution



4K, Ultra-HD video



102° - 44° Diagonal FoV
94° - 39° Horizontal FoV
62° - 22° Vertical FoV



3.6mm - 11mm motorized
varifocal lens



Up to 60 days of
on-camera storage



IP66 weather resistance



Optional unlimited cloud
archiving available

About the R510

The R510 is a powerful enterprise security camera that delivers sharp 4K video in a durable bullet form factor.

Built with a varifocal lens and both physical and digital zoom, the R510 provides an excellent balance of detail and range. It's ideal for monitoring entryways, parking lots, and other high-activity spaces that require high resolution and performance.

Camera Specs

Night Vision: Infrared illuminators (130ft in low light)

Aperture: F/1.5

Pan / Tilt / Zoom: 3X optical zoom + up to 3x digital PTZ

Ethernet: 10 / 100Mbps, MDI/MDI-X Auto Sensing

Power-over-Ethernet: Standard 802.3af for one-cable installation

Power Consumption: Max 13 watts

Onboard Storage Included: 512GB, 1TB

Dimensions: 89.83mm (3.62in) x 216.57mm (8.85in) x 146.45mm (5.77in)

Operating Temperature: -55° to 55° C (-67° to 131° F)

Operating Humidity: 10% - 90% RH

In the Box: Torx key, mounting screws, anchors, waterproof ethernet connector

Baseline Steady State: 10 - 30 Kbps per camera

HD WAN Live Streaming: 530 - 720 Kbps per camera

CE, FCC, NDAA, TAA Compliant



City Council Agenda Report

Agenda Item No. 9.c.

DATE: September 12, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: City Attorney

SUBJECT: DISCUSSION AND POTENTIAL DIRECTION REGARDING
THE FIREWORKS FINES IN THE ADMINISTRATIVE FINE
SCHEDULE

SUMMARY: At the July 25, 2023 City Council meeting, the City Council requested an assessment of the City's options to increase firework fines in the City's administrative fine schedule.

RECOMMENDED ACTION: Continue to follow and impose administrative citations pursuant to Chapter 8.08 of the South El Monte Municipal Code ("SEMMC") as it adopts and implements provisions delineated in the State Fireworks Law codified under Health and Safety Code section 12500 *et seq.*

FISCAL/FINANCIAL IMPACT: If the City Council continues to impose administrative citations under Chapter 8.08 of the SEMMC, the City could collect between \$500 to \$50,000 in administrative fines.

DISCUSSION: The State Fireworks Law, codified under Health and Safety Code ("HSC") section 12500 *et seq.*, is adopted by SEMMC Sections 8.08.010, 8.08.020, and 8.08.100 pursuant to Ordinance No. 1205.

The City's adoption of the State Fireworks Law allows the City to recover up to \$50,000 for a violation depending on the weight of the dangerous fireworks seized by the City. For example:

- HSC Section 12700(b)(1) allows for fines of \$500 - \$1,000 for possession of less than 25 pounds of "unaltered dangerous fireworks." [codified in SEMMC section 8.08.100]

- HSC Section 12700(b)(2) allows for fines of \$1,000 - \$5,000 for possession of 25 – 100 pounds of “unaltered dangerous fireworks.” [codified in SEMMC section 8.08.100]
- HSC Section 12700(b)(3) allows fines of \$5,000 to \$10,000 for possession of 100 – 5,000 pounds of “unaltered dangerous fireworks.” [codified in SEMMC section 8.08.100].
- Lastly, HSC Section 12700(b)(4) allows fines of \$10,000 - \$50,000 for possession of more than 5,000 pounds of “unaltered dangerous fireworks.” [codified in SEMMC section 8.08.100]

The likelihood of the City recovering more than 25 pounds of “unaltered dangerous fireworks” is unlikely unless a major distributor possesses dangerous fireworks within City limits. Further, determining the weight requirement requires bringing a scale to respond to a fireworks call or transporting the seized dangerous fireworks to a scale to determine how much they weigh.

Additionally, pursuant to Health & Safety Code Section 12726, “If dangerous fireworks are seized pursuant to a local ordinance that provides for administrative fines or penalties and these fines or penalties are collected, the local government entity collecting the fines or penalties shall forward 65 percent of the collected moneys to the Controller for deposit in the State Fire Marshal Fireworks Enforcement and Disposal Fund.” This state law only applies to fines assessed for the seizure of dangerous fireworks. It does not apply to violations involving safe and sane fireworks, or to violations involving dangerous fireworks where dangerous fireworks are not seized.

The funds transferred to the State Fire Marshal are used to pay for the destruction of seized dangerous fireworks, which is done by the State Fire Marshal.

Overall, staff recommends that the City continue to enforce Chapter 8.08 of the SEMMC since it adopts several provisions of the State Fireworks Law and allows for the imposition of administrative fines between \$500 to \$50,000 depending on the weight of the seized dangerous fireworks.

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 9.d.

DATE: September 12, 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. 23-88, DECLARING THE CITY'S COMMITMENT TO INCREASING AWARENESS OF AND COMBATTING THE DANGERS OF FENTANYL DUE TO THE SIGNIFICANT MORTALITY AND MORBIDITY CAUSED IN THE CITY BY THE FENTANYL CRISIS

SUMMARY: The City Council is declaring the City's commitment to increasing awareness of and combatting the dangers of fentanyl due to the significant mortality and morbidity caused in the City by the fentanyl crisis.

RECOMMENDED ACTION: The City Council adopt Resolution No. 23-88, approving the resolution declaring the City's commitment to increasing awareness of and combatting the dangers of fentanyl due to the significant mortality and morbidity caused in the City by the fentanyl crisis.

FISCAL/FINANCIAL IMPACT: None

DISCUSSION: Pharmaceutical fentanyl is a synthetic opioid approved for treating severe pain, typically advanced cancer pain. It is prescribed in the form of transdermal patches or lozenges which slowly dissolve in the mouth, and it is 50 to 100 times more potent than morphine. However, most recent cases of fentanyl related harm, overdose, and deaths are linked to illegally made fentanyl. This fentanyl is sold through illegal drug markets for its heroin like effect. It is often mixed with heroin, methamphetamine, and/or cocaine as a combination product with or without the user's knowledge.

As such, the City Council directs City Staff to research policies, programs, and services being utilized in other large cities so that the City can adopt and develop similar policies, programs, and services in its efforts to combat the fentanyl crisis.

The City Council desires to educate the public about the risks and negative health effects of opioid use disorder, including the potential for fatal overdoses; preventing residents from developing opioid use disorder and related overdose deaths; and helping residents who are currently experiencing opioid use disorder to recover from their addictions.

The City understands the need to collaborate with the County of Los Angeles and the City in combating the fentanyl crisis. The City desires to work alongside the County to help bring an end to the deadly opioid epidemic.

Accordingly, the City Council desires that the City staff work with the Los Angeles Sheriff's Department to: (i) prioritize continuing to enforce fentanyl sales related crimes to the fullest extent permissible; (ii) prioritize booking into jail those arrested for fentanyl sales crimes, as permitted by law and applicable regulations; (iii) work with the City Attorney, Los Angeles County District Attorney, and regional partners to track cases filed, prosecuted, and convictions won on fentanyl sales crimes; (iv) prioritize continuing work with all regional, state, and federal task forces to share information as allowed by law and focus on combatting fentanyl trafficking and sales; and (v) work with the City Attorney and Los Angeles County District Attorney to request the court to order geographic probation and stayaway orders for offenders with multiple drug sales convictions and seeking homicide or manslaughter charges when sales result in an overdose death.

Moreover, the City Council directs City staff to work with the City Council and City Attorney to develop a community outreach plan and funding strategy for the City's opioid settlement funding.

In 2021, nationwide settlements were reached to resolve opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors McKesson, Cardinal Health, and AmerisourceBergen (Distributors) and against manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, J&J). These 2021 National Settlements have been finalized, and payments have already begun. In all, the Distributors will pay up to \$21 billion over 18 years, and J&J will pay up to an additional \$5 billion over no more than nine years. The City's portion of the settlement will be administered by the Los Angeles Sheriff's Department.

While the 2021 National Settlements are furthest along, there are other settlements aimed at opioid abatement and remediation. In late 2022, agreements were announced with three pharmacy chains CVS, Walgreens, and Walmart and two additional manufacturers Allergan and Teva. In January 2023, each of those pharmacy chains and manufacturers confirmed that a sufficient number of states had agreed to the settlements to move forward. As with the 2021 National Settlements, states and local governments that want to participate in the 2022 National Settlements will now have the opportunity to opt in. The greater the level of subdivision participation, the more funds will ultimately be paid out for abatement.

ATTACHMENT(S):

A. Resolution No. 23-88 re Fentanyl Crisis

RESOLUTION NO. 23-88

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
DECLARING THE CITY'S COMMITMENT TO INCREASING
AWARENESS OF AND COMBATTING THE DANGERS OF
FENTANYL DUE TO THE SIGNIFICANT MORTALITY AND
MORBIDITY CAUSED IN THE CITY BY THE FENTANYL
CRISIS

WHEREAS, opioid use disorder is a leading cause of preventable death in the United States and has caused significant mortality and morbidity in the City of South El Monte (the "City"); and,

WHEREAS, the COVID-19 pandemic has exacerbated mental health conditions and economic stressors, which are common risk factors for unsafe opioid use; and,

WHEREAS, fentanyl is a powerful synthetic opioid that can quickly cause respiratory depression and is often mixed with substances to increase euphoric effects; and,

WHEREAS, fentanyl can be mixed with many types of substances and is especially dangerous when the person using drugs does not realize that fentanyl may be present as an additive; and,

WHEREAS, the Centers for Disease Control and Prevention cites the prevalence of illicitly manufactured fentanyl, also known as non-pharmaceutical fentanyl, including fentanyl analogs, as contributing to the rise in overdose deaths nationwide; and,

WHEREAS, City's first responders and staff are committed to increasing awareness of the dangers of fentanyl to allow individuals to implement appropriate harm reduction strategies to reduce the risk of an overdose, including the life-saving use of naloxone.

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

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

SECTION 2. The City Council directs City staff to work with the Los Angeles County Sheriff's Department to do the following: (i) prioritize continuing to enforce fentanyl sales related crimes to the fullest extent permissible; (ii) prioritize booking into jail those arrested for fentanyl sales crimes, as permitted by law and applicable regulations; (iii) work with the City Attorney, Los Angeles County District Attorney, and regional partners to track cases filed, prosecuted, and convictions won on fentanyl sales crimes; (iv) prioritize continuing work with all regional, state, and federal task forces to share information as allowed by law and focus on combatting fentanyl trafficking and sales; and (v) work with the City Attorney and Los Angeles County District Attorney to request the court to order geographic probation and stayaway orders for offenders with multiple drug sales convictions and seeking homicide or manslaughter charges when sales result in an overdose death.

SECTION 4. This Resolution shall be effective immediately upon its adoption.

SECTION 5. The City Clerk shall certify to the adoption of the Resolution.

PASSED, APPROVED AND ADOPTED this 12th day of September 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. 23-88 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 12th day of September 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. 11.a.

DATE: September 12, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: Correspondence from Spiritt Family Services, a Request for Sponsorship for Their Upcoming Reception and Casino Night, Friday, September 29, 2023

SUMMARY: Spiritt Family Services empowers families, improves health and well-being and strengthens communities such as South El Monte.

RECOMMENDED ACTION: Staff recommends City Council discuss and consider a sponsorship of \$500.

FISCAL/FINANCIAL IMPACT: The fiscal impact will be \$500 on the General Fund (Account #01-100-1040-5922 Community Promotions).

DISCUSSION:

ATTACHMENT(S):

- A. Letter
- B. Flyer



The Heart of our Community

Board of Directors

Rose Marie Gallegos, Esq.

President

Henry Leong

Vice-President

John Ford

Secretary

Harold Schieve

Treasurer

Israel Cobos

Ex-Officio

Diane Innes

Sylvia Gonzalez, MD

Jesus Montes

Lisa Ibañez, DSW

Elvia Torres, MS, LMFT, MBA

Chief Executive Officer

Family Centers

Administration

8000 Painter Avenue
Whittier, CA 90602

2014 Tyler Avenue
South El Monte, CA 91733

Whittier Family Center

8000 Painter Avenue
Whittier, CA 90602

South El Monte Family Center

2000 Tyler Avenue
South El Monte, CA 91733

Pomona Family Center

175 W. La Verne Avenue Ste. A
Pomona, CA 91767

Bell Gardens Family Center

7208 Garfield Avenue
Bell Gardens, CA 90201

Federal Tax ID: 95-2852683

August 31, 2023

Mayor Gloria Olmos

1415 North Santa Anita Avenue

South El Monte, CA 91733

Dear Honorable Mayor Gloria Olmos,

On behalf of SPIRITT Family Services' Board of Directors and staff, I invite the City of South El Monte to celebrate with us **SPIRITT's Casino Night Fundraiser** on September 29, 2023, at the Whittier DoubleTree Hotel.

Proceeds from the 2023 Casino Night will support our integrated behavioral programs, build parent skills and resiliency, and connect families to community resources. SPIRITT'S continuum of care services include therapy, educational programming, in-home family-based services, and community outreach – helping more than 15,000 individuals annually. It is through community engagement that SPIRITT Family Services continues making a difference in the lives of children and their families.

We are requesting your support to continue SPIRITT's work so that the children, individuals, and families we serve can thrive.

15. Join us in honoring two extraordinary community advocates for their dedication in increasing awareness and educating the community on fatherhood and the impact it has on thriving children and families. by presenting each with a **Certificate of Recognition** from your Office.

- German Garibay, *Inspirational Resilience Award*
- Eduardo Estrada, *Outstanding Community Engagement Service Award*

16. Join the SPIRITT celebration with a **sponsorship**. Together, we can make a difference in the lives of children and their families.

- **Royal Flush Sponsor: \$5,000**
- **Blackjack Sponsor: \$2,500**
- **7/11 Craps Sponsor: \$1,000**
- **Roulette Sponsor: \$500**
- **Ace of Hearts Sponsor: \$300**

Please find attached more information on SPIRITT's Sponsorships, visit us at www.spiritt.org/casino-night, or email Brenda Olivas, Community Development Manager, at brendao@spiritt.org to learn



855.714.8800



info@spiritt.org



www.spiritt.org



SPIRITTFamilyServices

about all the ways you can support children and families experiencing disparities in your communities. Proceeds from the 2023 Casino Night Fundraiser will support the critical range of mental and emotional health programs SPIRITT offers to children and their families.

Thank you for your consideration for these two requests. Please feel free to reach out to Brenda Olivas at brendao@spiritt.org or myself at elviat@spiritt.org if you have any questions.

With Gratitude,

A handwritten signature in blue ink, appearing to read 'Elvia', with a long horizontal line extending to the right.

Elvia Torres
Chief Executive Officer



SPIRITT FAMILY SERVICES CORDIALLY INVITES YOU TO

CASINO NIGHT

The graphic features the words "CASINO NIGHT" in a large, bold, serif font. To the left and right of the text are decorative elements consisting of four playing cards (spade, heart, club, diamond) arranged in a fan-like pattern. The entire section is framed by ornate, symmetrical scrollwork at the top and bottom.

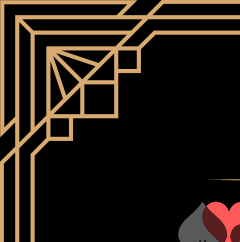
Friday, September 29, 2023
Reception at 6:00pm

DoubleTree by Hilton Whittier
7320 Greenleaf Ave, Whittier CA 90602

Hors D'oeuvres | Drinks | Casino Games | Raffles | And more!

Roarin' 20's themed cocktail attire encouraged.
There will be a prize for best dressed!

*With your support, SPIRITT empowers families, improves health
and well-being, and strengthens communities.*



SPONSORSHIPS

- Royal Flush Sponsor \$5,000
- BlackJack Sponsor \$2,500
- 7/11 Craps Sponsor \$1,000
- Roulette Sponsor \$500
- Ace of Hearts Sponsor \$300

TICKETS

- Individual Tickets: \$125
- Couples' Tickets: \$225

Scan QR code or visit us at
www.spiritt.org/casino-night/
for tickets and sponsorships,



For checks, please make it out to SPIRITT Family Services & mail to:
SPIRITT Family Services
8000 Painter Ave, Whittier CA 90602
ATTN: Casino Night

For more information, please contact Brenda Olivas, *Community Development Manager*, at (562)783-9160





City Council Agenda Report

Agenda Item No. 11.b.

DATE: September 12, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: Correspondence from Valle Lindo School District Parent Teacher Organization (PTO) Request for 2023 Sponsorship

SUMMARY:

RECOMMENDED ACTION: Staff recommends City Council discuss and consider a sponsorship of \$500.

FISCAL/FINANCIAL IMPACT: There is no determinable fiscal impact at this time.

DISCUSSION:

ATTACHMENT(S):

- A. Letter-VLSD PTO - SEM 2023 Sponsor Letter
- B. PTO 2023 Sponsorship Proposal

ATTACHMENT A



September 1, 2023

Dear South El Monte City Council and City Staff,

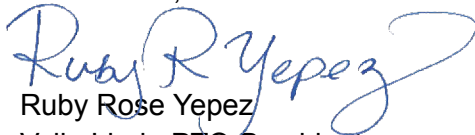
On behalf of the Valle Lindo School District Parent Teacher Organization (PTO) , I would like to request the support of the City as a sponsor for the 2023 school year. The PTO values and appreciates the partnership with the City and all the support from the Council Members and City Staff. As we continue to build and strengthen the relationships with parents and school families, we want to also strengthen the relationship with our City Leaders. As a PTO sponsor, this will highlight the importance of our organization within the local and school community and the collaboration with the city, which we very much appreciate.

We ask for your consideration for this financial contribution.

The Valle Lindo PTO looks forward to the partnership with the City of South El Monte throughout the 2023-2024 School Year.

Thank you in advance for your consideration.

In Gratitude,


Ruby Rose Yopez
Valle Lindo PTO President

**Valle Lindo School District
Parent Teacher Organization**

www.vallelindo.k12.ca.us



2023

**SPONSORSHIP
PROPOSAL**

Leadership. Community.
Scholarship.

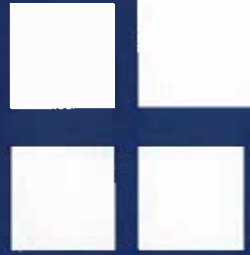


ABOUT US

The Valle Lindo Parent Teacher Organization (PTO) is organized for the purpose of supporting the education of children in the Valle Lindo School District by fostering positive relationships among the school, parents, and teachers. This includes involving parents in training to understand and support school functions and programs, parenting skills, curriculum, student motivation, safety, and health issues.

The PTO also hosts a number fundraising efforts to support student scholarships and awards for overall student growth in academics, citizenship and school engagement, as well as to purchase student activity supplies and gift certificates for yearbooks and book fair.

OUR PTO BOARD _____



Ruby Rose Yepez

President



Kim Lopez

Vice President
Dean L. Shively



Serena Riccardi

Vice President
New Temple



Nydia Romero

Treasurer



Alice Barcelo

Secretary



Christine Harding

Communication
Coordinator



Lorena Ramirez

Volunteer
Coordinator

SPONSOR LEVELS



Valedictorian

\$1,000

Company logo included on PTO banner displayed at over 15 school events including Back to School Night, Family Dinner Events, Open House and Promotions, and on PTO webpage and event flyers. Speaking opportunity at School Kick Off Luau .

Salutatorian

\$750

Company logo included on PTO banner displayed at over 15 school events including Back to School Night, Family Dinner Events, Open House and Promotions and on PTO webpage and event flyers.

Dean's List

\$500

Company logo included on PTO banner displayed at over 15 school events including Back to School Night, Family Dinner Events, Open House and Promotions and on PTO webpage.

Honor Roll

\$250

Company logo included on PTO webpage.



City Council Agenda Report

Agenda Item No. 11.c.

DATE: September 12, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: Correspondence From Coach Paul Rodriguez, Mountain View High School Football Team, Request for Sponsorship Through a Community Sponsorship Program

SUMMARY: A community sponsorship program by the Mountain View High School Football Team to help raise funds for equipment.

RECOMMENDED ACTION: Staff Recommends City Council discuss and consider a sponsorship of \$500.

FISCAL/FINANCIAL IMPACT: The fiscal impact will be \$500 on the General Fund (Account #01-100-1040-5922 Community Promotions).

DISCUSSION:

ATTACHMENT(S):

A. Letter



EL MONTE UNION HIGH SCHOOL DISTRICT
Mountain View High School
"Inspire Greatness"
2900 PARKWAY DR., EL MONTE, CA 91732
(626) 443-6181 FAX: 626-442-7284

Dear Community Partner,

SUPERINTENDENT
DR. EDWARD ZUNIGA

PRINCIPAL
JOSE BANAS
SECRETARY, ADRIANA GARNICA
EXTENSION 5804

ASSISTANT PRINCIPAL
ALLENDE PALMA-SARACHO
CLERK, BELINDA MORA
EXTENSION 5820

ASSISTANT PRINCIPAL
OSCAR GOMEZ
CLERK, LORI GALLEGOS
EXTENSION 5830

ASSISTANT PRINCIPAL
DR. JENNIFER SANDOVAL
CLERK, MONICA REYES
EXTENSION 5811

My name is Paul Rodriguez and I am the head football coach at Mountain View High School in El Monte. Our program is preparing for the upcoming 2023 season and we are working on building a program our entire community can be proud of. Our program follows the motto, "Keep Climbing," which means to keep pushing for success no matter the obstacles to eventually reach the proverbial, "Top of the Mountain."

A successful football program's roots lie within its community and those roots are watered and strengthened by the many local business and community members that partner with us. We plan to provide our student athletes with the best experience possible and in order to do so we need your support. We have an ambitious goal of raising \$10,000. With your partnership we can reach the top of the mountain.

Last season our community sponsorship program raised \$2,750. These funds allowed us to provide team meals every gameday, purchase team socks for all levels, and a warm up suit for Varsity. A special thank you to the following community sponsors:

- Diana's Mexican Food Products Inc., King Taco #20, LAB, Rio's Pizza, Tag That Registration, Ted Levine Drum Company, and Apex Overhead Doors

Your support this year will go towards covering the cost of team meals, a new end zone camera, warm up uniforms, team backpacks, T-shirts, shorts, practice equipment, helmet decals, and new uniforms.

In return for your support, we are able to provide advertisement in our game day programs along with recognition on our social media account (Over 800 followers), and our Livestream productions. **Please see the attached flier for options that fit your business.**

We appreciate any support you give and look forward to a long and successful partnership. Local community funding helps to enrich the experience of 75-100 student athletes. We will continue to instill the values of Character, Commitment, and Competition in all our student athletes and push them to Keep Climbing. In turn they will one day serve our community.

Thank You,

Paul Rodriguez
Head Football Coach
Mountain View High School



@mtviewwikingsfb

Viking Football
Keep Climbing!
Character-Commitment-Competition

Mountain View Viking Football

2900 Parkway Drive, El Monte, California 91732 (626) 443-6181

2023 Community Partnership Opportunity!!!

**All Donations are Tax Deductible*

Viking Touchdown Club- \$1,000 Donation

- Advertisement in our Live Stream Broadcast (Full season: 2 times a game)
- 3x8 Banner mounted at each Home Varsity Football Game
- Full page Color Ad in the Football Program
- Framed Picture of Players with Banner in background (8x10)
- Weekly Advertising on Team Instagram
- Thank you announcement at all Home Varsity Football Games

Viking First Down Club- \$500 Donation

- 3x5 Banner mounted at each Home Varsity Football Game
- Full page Color Ad in the Football Program
- Framed Picture of Players with Banner in background (8x10)
- Weekly Advertising on Team Instagram
- Thank you announcement at all Home Varsity Football Games

Viking Kickoff Package: \$300 Donation

- 3x5 Banner mounted at each Home Varsity Football Game
- Half page Color Ad in the Football Program
- Thank You on Team Instagram Account
- Thank you announcement at all Home Varsity Football Games

Gameday Program Option (All Home Games)

- Business Card Size Ad in Football Program: \$50.00 Donation
- Quarter (1/4) Page Ad in Football Program: \$100.00 Donation
- Half (1/2) Page Ad in Football Program: \$150.00 Donation
- Full Page Ad Interior in Football Program: \$250.00 Donation

**Viking Football
Keep Climbing!
Character-Commitment-Competition**



City Council Agenda Report

Agenda Item No. 12.a.

DATE: September 12, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: COUNCILMEMBER RUDY BOJORQUEZ

1. Discussion on adding a "safe zone" to city hall for internet transactions. Possibly creating a designated area at city hall for conducting private property transactions.

RECOMMENDATION: Discussion and/or Action.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 12.b.

DATE: September 12, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: COUNCILMEMBER HECTOR DELGADO

1. Discussion regarding a policy for employees arriving and leaving from work (clocking in/clocking out).

RECOMMENDATION: Discussion and/or Action.

2. Discussion on code enforcement scheduling on weekends. Rotation of all code enforcement and public safety personnel to allow for cross training.

RECOMMENDATION: Discussion and/or Action.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 13.a.

DATE: September 12, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: City Attorney

SUBJECT: **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Pursuant to Government Code Section 54956.9(d)(1) - (One Case)
Civil Action No. 2:23-cv-04022-SCW(MRWx): Phillip Killgore v. CITY OF SOUTH EL MONTE, a municipal corporation; GARVEYKCVN HOLINDGS LLC; AND DOES 1-10 INCLUSIVE

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None