

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



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

CITY OF SOUTH EL MONTE

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

AGENDA

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

PUBLIC COMMENT

To participate during public comment via teleconference, see below:

Link: <https://us02web.zoom.us/j/86581711880>
Webinar ID: 865 8171 1880

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

LIVE STREAMING OF MEETINGS

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

AMERICANS WITH DISABILITIES ACT

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

GENERAL COMMENT

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

MEETINGS

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

POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES

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

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

VIEWING OF AGENDA PACKETS

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

ISSUES RELATED TO AGENDA

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

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

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

AGENDA BEGINS ON THE FOLLOWING PAGE

1. ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

Councilmember Manuel Acosta

3. INVOCATION

Pastor Charlie Corum, South El Monte Community Outreach

4. PRESENTATIONS

- 4.a.** Presentation by Senator Susan Rubio on Legislative Updates for the Year
- 4.b.** Certificates of Recognition Presented to the South El Monte Jets Jr. Pee Wee Football League for Winning the Baseline League Championships, along with Receiving the Team Sportsmanship Award
- 4.c.** Presentation of Plaques to Magellan Value Partners, Vacco Industries, Mayans Development, Office of Supervisor Hilda Solis, and the Office of Assemblymember Lisa Caldero for their Participation and Donations of Turkeys to the South El Monte Community Alliance Church Turkey Basket Giveaway
- 4.d.** Presentation of Plaque to Pastor Charlie Corum of South El Monte Community Outreach for Hosting the South El Monte Community Alliance Church Turkey Basket Giveaway
- 4.e.** Presentation by Jessica Alvarenga, Director of Government Affairs, Athens Services, on Positive Objective Updates
- 4.f.** Sheriff's Department Report for the Month of October
- 4.g.** Code Enforcement and Public Safety Department Report for the Month of October

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 NOVEMBER 14, 2023

Staff is requesting approval of Minutes for the November 14, 2023 Regular City Council meeting.

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

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-108, APPROVING WARRANTS FOR THE PERIOD OF NOVEMBER 15, 2023, THROUGH NOVEMBER 28, 2023

Authorizing payment of City expenditures for the period of November 15, 2023 through November 28, 2023 totaling \$1,477,738.52

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-108, authorizing payment of City expenditures.

7.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-109, AWARDED A PROFESSIONAL SERVICES AGREEMENT (PSA) TO TRANSTECH ENGINEERS, INC. FOR PROFESSIONAL CIVIL ENGINEERING SERVICES

Staff seeks City Council approval to award a Professional Services Agreement (PSA) to Transtech Engineers, Inc for Professional Civil Engineering Services.

RECOMMENDED ACTION: Staff recommends City Council:

1. Find that the proposed action is not a project subject to the California Environmental Quality Act (CEQA) pursuant to Section 20165 of CEQA and Sections 15060(c)(2), 15060(c)(3), and 15378 of the State CEQA Guidelines and, as such, no environmental document pursuant to CEQA is required;
2. Adopt Resolution No. 23-109, awarding a PSA to Transtech Engineers, Inc. for Professional Civil Engineering Services in the amount of \$1,035,840 for the 3 year contract term and including \$1,500,000 for project Design, Management and Construction/Inspections services as needed for a grand total of \$2,535,840 ; and

3. Authorize the City Manager or designee to negotiate and execute the agreement.

ENVIRONMENTAL ANALYSIS: The action proposed herein is not a project subject to the California Environmental Quality Act (CEQA) in accordance with Section 21065 of CEQA and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378. Entering into an agreement for civil engineering services is an administrative action that would not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not a “project” subject to CEQA, as defined in Section 21065 of CEQA and Section 15378 of the State CEQA Guidelines. Since the action is not a project subject to CEQA, no environmental document is required.

7.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-110, APPROVING AMENDMENT NO. 13 TO AGREEMENT ENP202110 WITH THE COUNTY OF LOS ANGELES FOR THE ELDERLY NUTRITION PROGRAM SERVICES

The City's Elderly Nutrition Agreement Amendment No. 13 will allow the City to receive additional funding from the County, allocated supplemental California Department of Aging ("CDA") American Rescue Plan Act ("ARPA") funding, for Fiscal Year (FY) 2023-2024.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-110, approving Amendment No. 13 to the existing agreement Subaward Number ENP202110 with the County of Los Angeles; and
2. Authorize the City Manager or designee to execute the agreement.

7.e. CONSIDERATION FOR AUTHORIZATION TO SOLICIT REQUEST FOR PROPOSALS (RFP) FOR STRIPING SERVICES

Staff seeks City Council approval to publish a Request for Proposals (RFP) for Citywide Striping 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 Striping Services.

7.f. ADOPTION OF ORDINANCE NO. 1270 TO AMEND SIDEWALK VENDING REGULATIONS SET FORTH IN SOUTH EL MONTE MUNICIPAL CODE CHAPTER 5.09

On November 14, 2023, the City Attorney's Office and City staff proposed certain amendments to South El Monte Municipal Code ("SEMMC") Chapter 5.09, "Sidewalk Vending" to the City Council. Following the City Attorney's Office and City Staff's presentation, the City Council unanimously approved the first reading of Ordinance No. 1270.

RECOMMENDED ACTION: That the City Council:

1. Waive second reading and adopt Ordinance No. 1270, Amending Chapter 5.09 of Title 5 of the South El Monte Municipal Code Thereby Amending the City's Sidewalk Vending Regulations in relation to Requirements when Vending, Including Required Distances between Vendors, Keeping Sidewalks Clear of Obstructions and Cooking Waste, Restrictions on Cooking without Required LA County Health Permit, and Documents Required while Vending."

7.g. CONSIDERATION OF AMENDING THE CITY'S CONFLICT OF INTEREST CODE

Regulations of the Fair Political Practices Commission require newly created, designated employee positions to be included in the City's conflict of interest code, which tells them what financial interest they must disclose on their Statement of Economic Interests (Form 700). Local agencies may amend their conflict of interest code any time newly created, designated employee positions assume office.

RECOMMENDED ACTION: Staff recommends City Council proceed with the amendment of the City's Conflict of Interest Code and direct the City Clerk, City Attorney, and HR/Risk Manager to coordinate the execution of the required amendments.

8. PUBLIC HEARINGS - None

9. GENERAL BUSINESS

9.a. COUNCIL CONSIDERATION OF APPOINTMENT/RE-APPOINTMENT OF A REPRESENTATIVE TO THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT BOARD OF TRUSTEES

Per the Greater Los Angeles County Vector Control District Board of Trustees (GLACVCD) the term of office for Trustee Hector Delgado as a member of the Board is set to expire on January 1, 2024. Pursuant to Section 2024 of the State Health and Safety Code (SHSC) governing the dates of term of office of members appointed to the Board of Trustees, the City Council may consider reappointing Trustee Delgado or appointing a new trustee for a two or four-year term of the office, commencing at noon on the first Monday of January (i.e., January 1, 2024).

RECOMMENDED ACTION: Staff recommends City Council consider reappointing Trustee Hector Delgado to a two or four-year term commencing on January 1, 2024.

9.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-111, ADOPTING A PEPPER SPRAY POLICY

Staff is requesting the City Council consider adopting a pepper spray policy that allows for the use of pepper spray by code enforcement and public safety officers in certain limited self-defense situations. If this policy is approved by the City Council, city management will complete a required meet and confer with the bargaining unit for code enforcement officers. Next, code enforcement and public safety officers would receive training before being authorized to carry pepper spray.

RECOMMENDED ACTION: Staff has identified the following options for City Council consideration:

1. Consider adopting Resolution No. 23-111, adopting a policy allowing city code enforcement officers to receive training to carry and use pepper spray in certain limited self-defense situations;
2. Not approve the Pepper Spray Policy; or
3. Continue the item and provide additional directions for staff.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

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

11. CORRESPONDENCE - None

11.a. LETTER FROM EPIPHANY CATHOLIC CHURCH REQUESTING A FEE WAIVER FOR A TEMPORARY USE PERMIT AND CITY STAFF TIME FOR THEIR ANNUAL OUR LADY OF GUADALUPE PILGRIMAGE WALK

Epiphany Church is requesting a fee waiver for a Temporary Use Permit (TUP) and City staff time dedicated to public safety support for its annual pilgrimage walk during the "Our Lady of Guadalupe" processions, scheduled from Sunday, December 3, 2023, through Monday, December 11, 2023.

RECOMMENDED ACTION: Staff recommends City Council to discuss and consider approving the fee waiver request submitted by Epiphany Catholic Church, totaling \$3,053.

12. COUNCILMEMBERS' AGENDA

12.a. MAYOR GLORIA OLMOS

1. Palm Tree Lights in the City

RECOMMENDATION: Discussion and/or action.

2. Safety Precautions on Michael Hunt/Pennmar and Fawcett/Santa Anita

RECOMMENDATION: Discussion and/or action.

13. CLOSED SESSION

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

Title: City Clerk

14. RECESS COUNCIL MEETING

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

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

16. CALL TO ORDER AND ROLL CALL

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

17. APPROVAL OF AGENDA

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

18. PUBLIC COMMENTS

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

19. CONSENT CALENDAR

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

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

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

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

20. EXECUTIVE DIRECTOR'S AGENDA

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

22. RECONVENE AND ADJOURN COUNCIL MEETING

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 DATE.

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

City Clerk, CMC



City Council Agenda Report

Agenda Item No. 4.a.

DATE: November 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: Presentation by Senator Susan Rubio on Legislative Updates for the Year

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Updated Senator Susan Rubio Presentation to SGV and Inland Empire local governments 11.20.23



Senator Susan Rubio
Representing the 22nd District

Senator Susan Rubio **Legislative Updates for the** ***San Gabriel Valley*** ***and Inland Empire***

Delivering Millions of Dollars to the San Gabriel Valley / Inland Empire

- Since being elected in 2018, delivered more than **\$130 Million** for San Gabriel Valley & Inland Empire communities
 - \$36 Million – San Gabriel Valley Regional Housing Trust
 - \$25 Million – Community Center
 - \$10 Million – Supporting Teachers
 - \$5 Million – Workforce Development
 - \$3 Million – Protecting Abuse and Trafficked Children
 - Building Community Parks



15 Senate Bills Signed by Governor Newsom in 2023

SIGNED INTO LAW

2023 LEGISLATION PACKAGE



- ✓ SB 20 — Regional Housing Trusts: State Framework
- ✓ SB 331 — Piqui's Law: Keeping Families Safe From Violence
- ✓ SB 344 — California Cancer Registry
- ✓ SB 376 — Human Trafficking: Right to an Advocate
- ✓ SB 459 — Sam Sisters Act: Domestic Violence Restraining Order Modification
- ✓ SB 505 — Fair Plan Insurance Coverage Expansion
- ✓ SB 545 — The SAFE Children Act (Safeguarding Against Felonies and Exploitation)
- ✓ SB 558 — Child Images: Statute of Limitations
- ✓ SB 603 — Children Advocacy Center: Abused Children Forensic Interviews
- ✓ SB 626 — Smoke Free Hotel Rooms
- ✓ SB 734 — Providing Tax Relief: Low-Income Renters
- ✓ SB 848 — Reproductive Loss: Distress Leave/Job Protection
- ✓ SB 852 — The PROTECT Act
- ✓ SB 826 — Background Checks
- ✓ SB 715 — Small Business; Entrepreneur Innovation Center

100% PASSAGE
ALL BILLS AT THE GOVERNOR'S DESK BECAME LAW!



Senator Susan Rubio
Representing the 22nd District

2023 District Budget Wins:

- \$1 million to the San Gabriel Valley COG to support community policing, homelessness outreach and supportive services
- \$8.5 million to establish the College of Health & Community Well-Being in Ontario
- \$2.5 million to establish Small Business Entrepreneurship Center at East LA College to support local cities
- \$500,000 for local law enforcement to support community public safety efforts



Keeping Families Safe & Supporting Domestic Violence Victims

- Fighting the Fentanyl Crisis
 - AB 701 - Increased Penalties for Selling Fentanyl
- Investing in Law Enforcement
 - Secures \$5 Million for Local Law Enforcement Agencies
- Keeping Children Safe From Sex Trafficking & Sexual Abuse
 - SB 14 - Holding Predators Accountable
 - SB 545 - Protecting Children Victims Fall Prey to Abusers & Committed Crimes as Minors
 - SB 376 - Human Trafficking Right to Advocate
- Keeping Families Safe From Domestic Violence
 - SB 331 - Piqui's Law
 - SB 273 - Phoenix Act
 - SB 1141 - Coercive Control
 - SB 459 - Sam Sisters Law
 - SB 914 - HELP Act: State Funds Homeless Victims of DV
 - SB 316 - Hotline ID Cards



Funding Foothill Gold Line Extension & Transportation Projects in SGV

- Overall \$33.2 billion for transportation-related programs in 2023-24
- As Chair of SGV Caucus, secured funding for LA Metro to use on Foothill Gold Line extension
- Protected funding for public transit, making \$5.1 billion available for capital and operations.



Reducing Gun Violence & Passing Common Sense Gun Reforms

As part of the Legislative Gun Violence Working Group, coauthored several important bills to reduce gun violence including:

- SB 2 – Working to take away guns from dangerous people.
- AB 28 – Fund school safety and violence prevention programs

Continues to Champion Women's Issues

- SB 848 – Reproductive Loss Leave
- SB 729 – Health Coverage Fertility Treatment
- SCA 10 – Enshrine Women's Rights in California Constitution



Addressing Climate Change

- **\$12 million – Climate Change Resiliency and Water Treatment & Water Conservation Projects**
- **SB 867 – Clean Energy Bond Act of 2024**
 - **\$75 million for the San Gabriel Mountains River Conservancy**
 - **Water Cleanup Programs**
- **\$1.25 billion for climate & energy programs**
- **Infrastructure streamlining bill package to meet climate goals**
 - **Accelerating Critical Transportation Infrastructure Projects, Saving Taxpayer Dollars and Time**
 - **Creates Construction Jobs for Disadvantaged Communities**
 - **Establishes Contracting and Enforcement Strategies to complete water projects more efficiently**



Questions? Contact My Office

Capitol Office

1021 O Street, Suite 8710

Sacramento, CA 95814

Phone: (916) 651-4022

Fax: (916) 651-4922

Ontario District Office

1520E N. Mountain Ave., Suite 201

Ontario, CA 91762

Phone: (909)460-6064

Fax: (909)460-6066

West Covina District Office

100 S. Vincent Ave, Ste. 401

West Covina, CA 91790

Phone: (626) 430-2499



THANK YOU!





City Council Agenda Report

Agenda Item No. 4.b.

DATE: November 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: Certificates of Recognition Presented to the South El Monte Jets Jr. Pee Wee Football League for Winning the Baseline League Championships, along with Receiving the Team Sportsmanship Award

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.c.

DATE: November 28, 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 Plaques to Magellan Value Partners, Vacco Industries, Mayans Development, Office of Supervisor Hilda Solis, and the Office of Assemblymember Lisa Caldero for their Participation and Donations of Turkeys to the South El Monte Community Alliance Church Turkey Basket Giveaway

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.d.

DATE: November 28, 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 Plaque to Pastor Charlie Corum of South El Monte Community Outreach for Hosting the South El Monte Community Alliance Church Turkey Basket Giveaway

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.e.

DATE: November 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: Presentation by Jessica Alvarenga, Director of Government Affairs, Athens Services, on Positive Objective Updates

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. SoEIMo CC Update



South El Monte

Jessica Alvarenga
Government Affairs Director

November 28, 2023





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- 2. Lid Flippers
- 3. Compost Giveaways
- 4. Stats
- 5. Bulky Items
- 6. Christmas Tree Pickup
- 7. Contact Us



Meet the Team



Jessica Alvarenga
Director, Government Affairs



Sam Pena
Manager, Government Affairs



David Miramontes
Route Supervisor, South El Monte

Lid Flipper

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

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

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

04

CUSTOMER NOTIFICATION TAG / ETIQUETA DE NOTIFICACIÓN AL CLIENTE / 客户通知标签

DATE / FECHA / 日期: _____

SERVICE ADDRESS / DIRECCIÓN DE SERVICIO / 服务地址: _____

For more info about our services visit our website: AthensServices.com

Para más información visite nuestro sitio web: AthensServices.com

CONTAINER WAS IDENTIFIED AS BEING / SE IDENTIFICÓ EL CONTENEDOR COMO / 垃圾桶被认定为:

☐

CONTAMINATED - Container(s) serviced AND may be assessed a fee. Please sort your waste properly to avoid further notices and fines. Contamination Includes the following items:

CONTAMINADO - se recibió el (los) contenedor(es) y se puede aplicar una tarifa. Clasifique sus desechos correctamente para evitar más avisos y multas. La contaminación incluye los siguientes elementos:

脏污 - 垃圾桶已进行了处理且可能会收取费用。请正确分类您的垃圾, 以避免进一步的通知和费用。污杂包括以下项目:

Trash / Basura / 垃圾

Recyclables / Reciclables / 可回收物

Food waste / Desechos alimentarios / 食品废物

Construction & Demolition / Construcción y demolición / 建筑及拆除

Electronic Waste / Desechos electrónicos / 电子垃圾

Hazards / Desechos peligrosos / 危险品

Palm trees / Hojas de palma / 棕榈叶

Flammable, Toxic, or Corrosive / Líquidos inflamables, tóxicos o corrosivos / 易燃、有毒或腐蚀性液体

Yard waste / Desechos de jardín / 庭院垃圾

Other / Otro / 其他

☐

OVERFILLED OR OVERWEIGHT - Container(s) overfilled or overweight AND may be assessed a fee. Avoid fees and disruptions in service by ensuring the lid closes and container does not exceed weight restrictions. If your container was not collected, please remove excess material and contact us. An additional fee may apply.

SOBRELLENADO O SOBRE PESO - el contenedor(s) sobrellenado(s) o con exceso de peso Y se puede aplicar una tarifa. Evite tarifas e interrupciones en el servicio asegurándose de que la tapa se cierra y que el contenedor no exceda las restricciones de peso. Si su contenedor no fue recogido u overfilled, retire el exceso de contenido y contáctenos. Se puede aplicar una tarifa adicional.

过量或超重 - 垃圾桶过满或超重且可能收取费用。请保证盖子关闭以及垃圾桶未超过重量限制, 避免产生费用以及服务中断。如果还没有收集您的垃圾桶, 请清除多余物料, 并与我们联系。可能需缴纳额外的费用。

☐

BLOCKED OR INACCESSIBLE - Container was blocked by physical obstructions, bulky items, locked gates, and/or road construction. Remove barriers prior to your next service day. If you need immediate service, remove obstructions or excess material and contact us to request a "go-back". An additional fee may apply.

BLOQUEADO O INACCESIBLE - el contenedor estaba bloqueado por obstrucciones físicas, artículos voluminosos, puertas cerradas o construcción de carreteras. Retire las obstrucciones antes de su próxima día de servicio. Si necesita un servicio inmediato, elimine las obstrucciones o el exceso de contenido y contáctenos para solicitar un "retorno". Se puede aplicar una tarifa adicional.

受阻或难以靠近 - 垃圾桶因物理障碍物、大件物品、上锁的大门/或道路建设而受阻。在下一个服务日之前清除障碍物。如果您需要立即服务, 请清除障碍物或多余物料, 并与我们联系申请“返回”。可能需缴纳额外的费用。

For questions or to learn more about this notification, contact Customer Service at (888) 336-6100 / Si tiene preguntas o desea obtener más información sobre esta notificación, comuníquese con Servicio al Cliente al (888) 336-6100 / 如有任何疑问或想了解更多有关本通知的信息, 请致电 (888) 336-6100 与客户服务部联系

Athens Services

AthensServices.com



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

2. Flips the lid of the container

3. Checks for contamination

athensservices.co

Compost Giveaways

Spring and Fall Compost Event

- April
 - 20 tons of compost
- November
 - 40 tons of compost



Statistics



475 bulky item calls YTD

06



4,826.95 tons diverted YTD



athensservices.com

Bulky Items

- Up to three calls per year
- Pickup on collection day
- Three community-wide clean ups per year
- Report abandoned bulky items



Holiday Services

- Trash service will be delayed one day
- Christmas tree pickup begins the day after Christmas
- Ends third Saturday after Christmas
- Counts as a bulky item if brought out after allotted timeframe
- Free for single family and multi-family residences



Contact Us

Customer Service
(888) 336-6100

Social Media
@athensservices





THANK
YOU





City Council Agenda Report

Agenda Item No. 4.f.

DATE: November 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

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

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. SoElMo_oct23 (1)

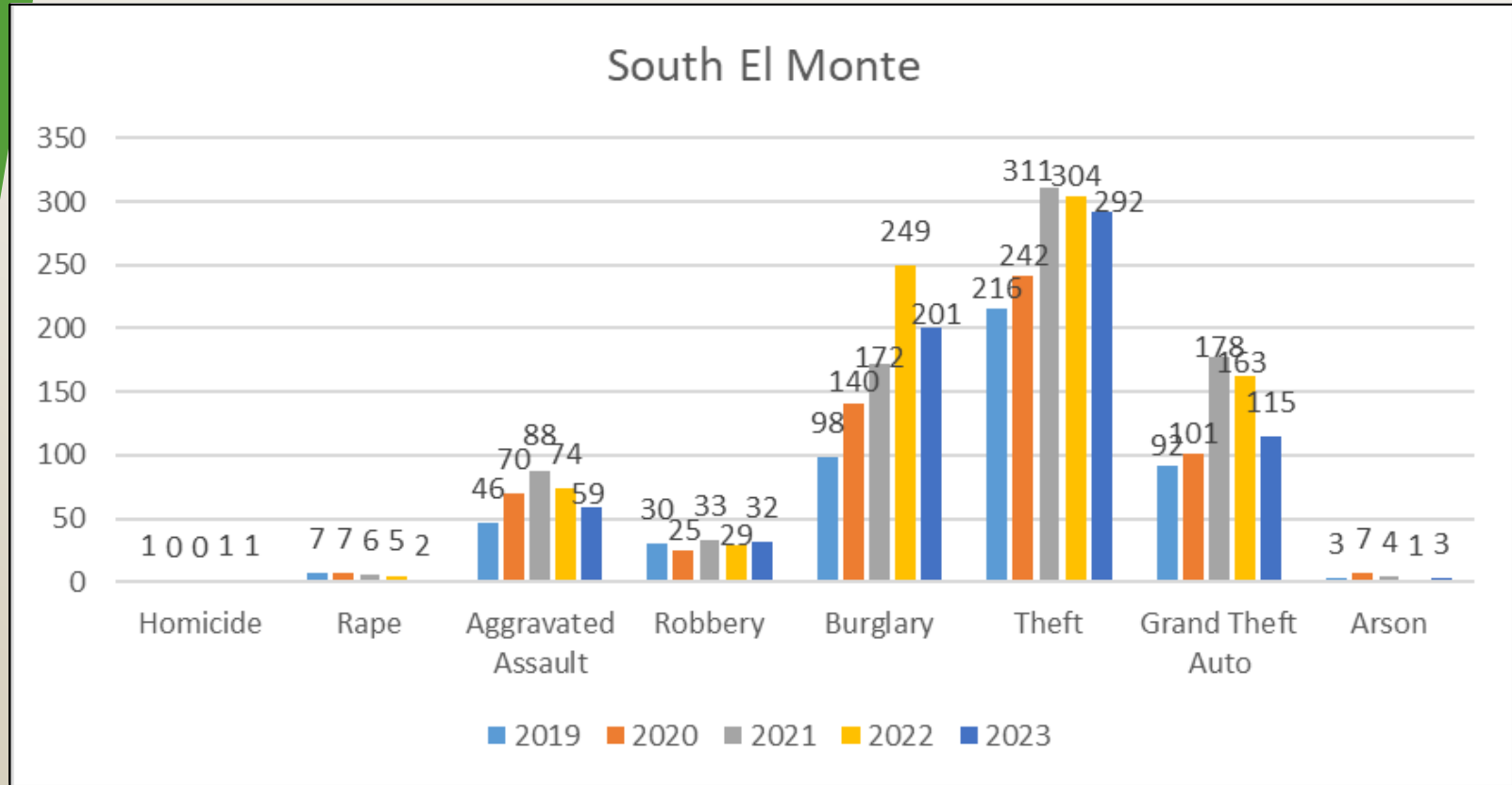
South El Monte October 2023

Crime Statistics



South El Monte

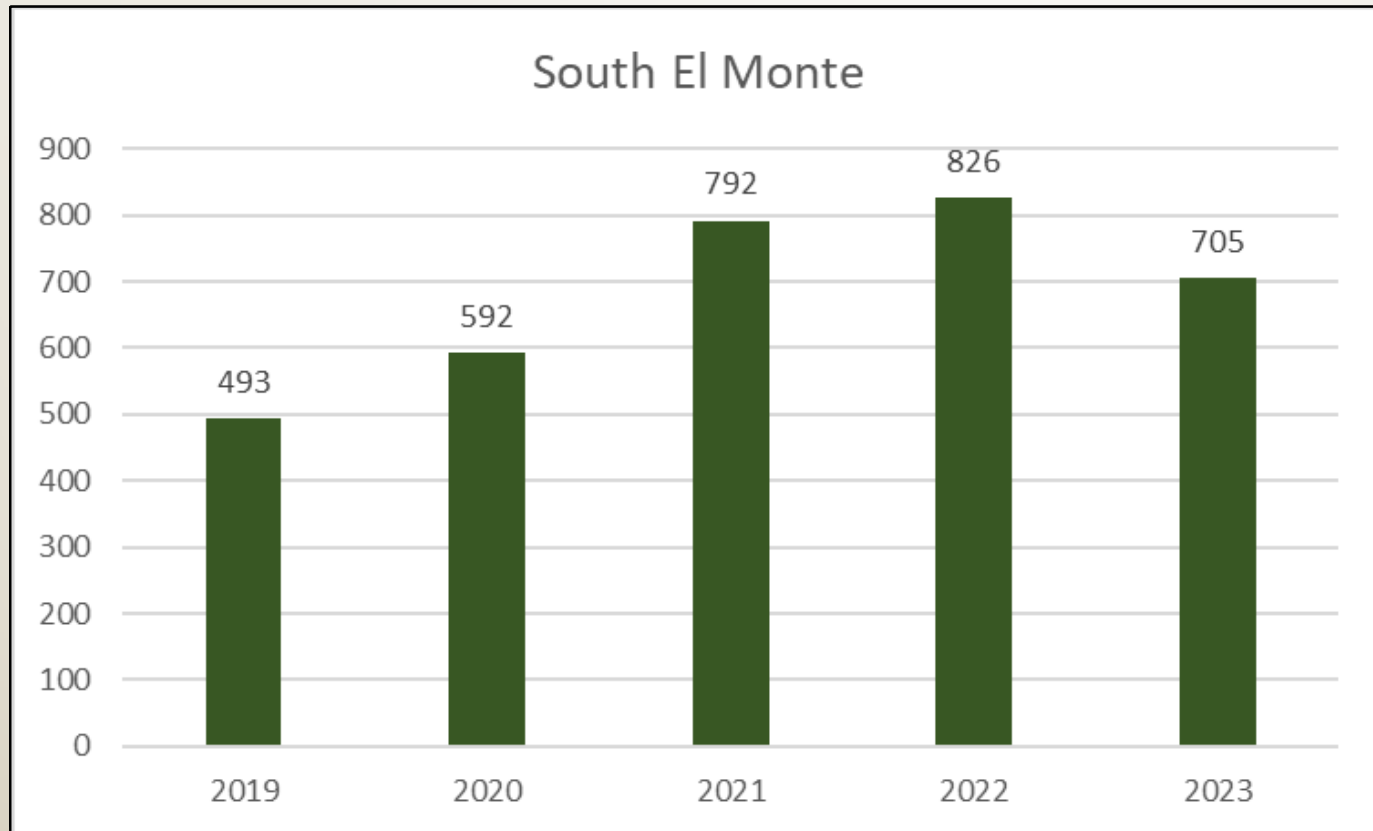
Part I Crime Statistics – October 2019-2023



South El Monte	1 yr % change	4 yr % change
Homicide	0%	0%
Rape	-60%	-71%
Aggravated Assault	-20%	28%
Robbery	10%	7%
Burglary	-19%	105%
Theft	-4%	35%
Grand Theft Auto	-29%	25%
Arson	200%	0%
Total	-15%	43%

South El Monte

Part I Crime Statistics – October 2019-2023



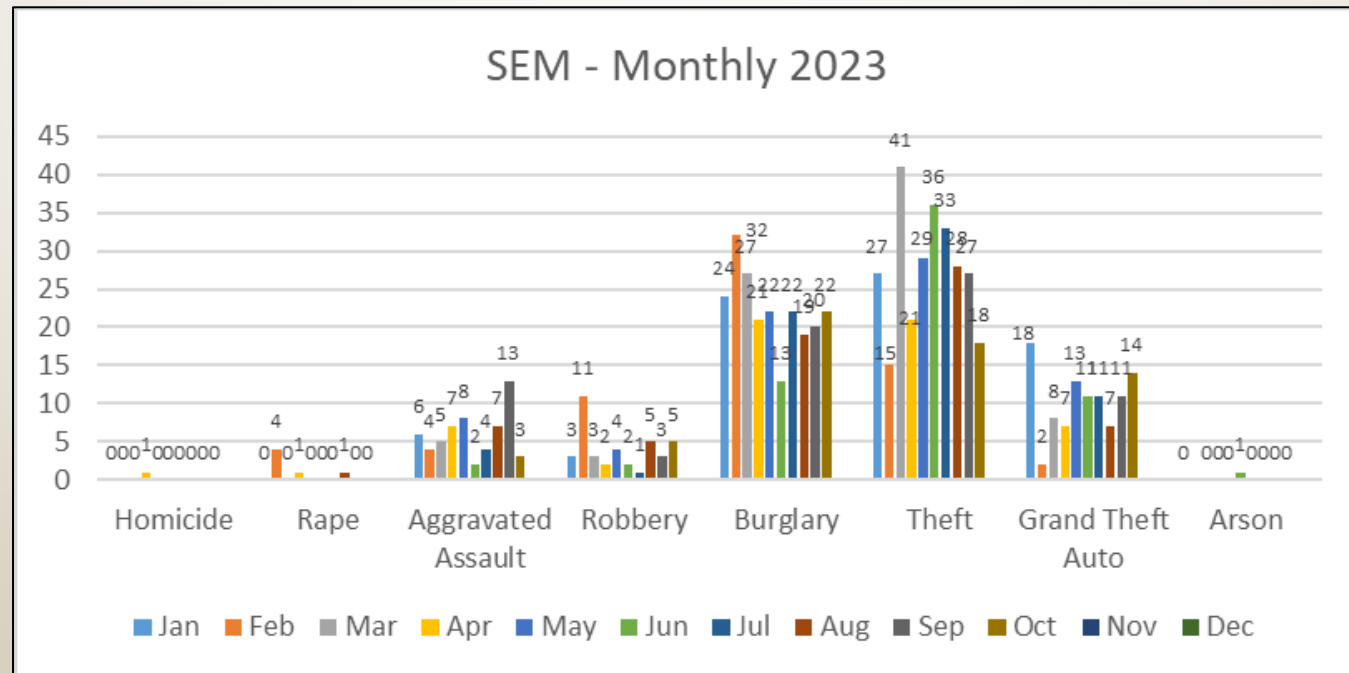
South El Monte

Part I Crime Statistics – Monthly Breakdown 2023 & Arrests

South El Monte	January	February	March	April	May	June	July	August	September	October	November	December	Total
Homicide	0	0	0	1	0	0	0	0	0	0			1
Rape	0	0	0	1	0	0	0	1	0	0			2
Aggravated Assault	6	4	5	7	8	2	4	7	13	3			59
Robbery	3	4	3	2	4	2	1	5	3	5			32
Burglary	24	11	27	21	22	13	22	19	20	22			201
Theft	27	32	41	21	29	36	33	28	27	18			292
Grand Theft Auto	18	15	8	7	13	11	11	7	11	14			115
Arson	0	2	0	0	0	1	0	0	0	0			3
Total	78	68	84	60	76	65	71	67	74	62	0	0	705

South El Monte	
Res Burg	25
Other Burg	176
Petty Theft	80
Grand Theft	123
Theft from Vehicle	88

Arrests	
2023	834
2022	1021





City Council Agenda Report

Agenda Item No. 4.g.

DATE: November 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

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

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. 4.g. Placeholder



City Council Agenda Report

Agenda Item No. 4.g.

DATE: November 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

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

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. 4.g. Placeholder - ATTACHMENT A

ATTACHMENT A

Report for the Month of October

AVAILABLE MONDAY, NOVEMBER 26, 2023



City Council Agenda Report

Agenda Item No. 7.a.

DATE: November 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 14, 2023

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

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

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DRAFT Reg CC Meeting Minutes 11-14-23

CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
Tuesday, November 24, 2023 - 6:00 PM
1415 Santa Anita Avenue, South El Monte, California 91733

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

1. ROLL CALL

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

STAFF PRESENT: Rene Salas, City Manager; Anthony R. Taylor, City Attorney; Donna G. Schwartz, City Clerk; Masami Higa, Director of Finance; Guillermo Arreola, Director of Community Development; John Poehler, Director of Public Works; Ariana De La Cruz, Director of Community Services, and Robert Molina, Interim Deputy City Clerk.

STAFF ABSENT: Paola Lara, Deputy City Clerk and Iyob Tessema, Interim Director of Human Resources & Risk Management.

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

- 2. PLEDGE OF ALLEGIANCE** – Mayor Pro Tem Angel, led the Pledge of Allegiance.
- 3. INVOCATION** – Dr. Humberto Ramos, Epiphany Catholic Church, offered the Invocation.
- 4. PRESENTATIONS**

- 4.a.** Mayor Olmos and City Council presented a proclamation to Sandy Ross, President of California Protective Parents Association, Proclaiming November as " Family Court Awareness Month."

Mayor Olmos requested General Business item 9.a. be heard at this time. Council concurred.

GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL OF THE CITY'S 2024 SPECIAL EVENTS CALENDAR

Mayor Olmos announced the item and Ariana De La Cruz, Director of Community Services presented the staff report.

Council requested two days for the 4th of July event. One on Saturday, June 29, 2023, and one on the day of 4th of July.

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Acosta to approve the City's 2024 Special Events Calendar as amended. Motion passed 5-0, by the following vote: Vote next page.

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

NAYS: Councilmember(s): None

PRESENTATIONS (CONTINUED)

4.b. Masami Higa, Director of Finance provided a presentation with a PowerPoint on the Fiscal Year 2023-24 1st Quarter Ended 9/30/23 Financial Update.

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

Anthony R. Taylor, City Attorney announced a walk-on item under "Councilmembers' Agenda" as item 12.b. Councilmember Bojorquez as:

Discussion and action/approval to invite the Valle Lindo School District on the City's Christmas Drive around town event.

Mr. Taylor also noted a correction to the Minutes of 10-24-23 under Councilmembers' Agenda, Councilmember Delgado, correcting Government Code Section to 820.9 through 820.4.

A motion was made by Councilmember Delgado, seconded by Councilmember Bojorquez to approve the agenda as amended. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None

6. PUBLIC COMMENT

Mayor Olmos opened public comment.

1. Edwarda Saucedo, resident, commented on the following: the conversion of Patrero School for women and children, acknowledging Ms. Clementina Burnals, Rustic and Chic violation, and transients digging in trash cans.

There being no more speakers, Mayor Olmos closed public comment.

7. CONSENT CALENDAR

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

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

NAYS: Councilmember(s): None

- 7.a. Approved the Minutes of the October 24, 2023, Regular City Council meeting.
- 7.b. Adopted Resolution 23-101, authorizing payment of City expenditures for the period of October 25, 2023, through November 14, 2023, totaling \$1,603,041.78.
- 7.c. Authorized to seek Request for Proposal (RFP) from qualified firms to provide Citywide Traffic Signal Maintenance Services.
- 7.d. Approved construction bid package and authorized to advertise for construction bids for the Aquatics Center Swimming Pool Replastering Project.
- 7.e. Approved finding that the proposed action is not a project subject to the California Environmental Quality Act (CEQA) pursuant to Section 20165 of CEQA and Sections 15060(c)(2), 15060(c)(3), and 15378 of the State CEQA Guidelines and, as such, no environmental document pursuant to CEQA is required, adopted Resolution No. 23-102, awarding a Professional Services Agreement to West Coast Arborists, Inc. for Tree Maintenance Services in the amount of \$900,000 and authorized the City Manager or designee to negotiate and execute the agreement.
- 7.f. Approved finding that the proposed action is not a project subject to the California Environmental Quality Act (CEQA) pursuant to Section 20165 of CEQA and Sections 15060(c)(2), 15060(c)(3), and 15378 of the State CEQA Guidelines and, as such, no environmental document pursuant to CEQA is required, adopted Resolution No. 23-103, awarding a PSA to LOC Architects for Architectural Design Services for New Temple Park Multi-Purpose/ Community Room, Snack Bar, and Restroom Rehabilitation in the amount of \$138,400.00 and authorize the Mayor or designee to negotiate and execute the agreement.
- 7.g. Adopted Resolution No. 23-105, authorizing the City Manager to sign extensions to ongoing facility use agreements and to enter into new agreements for the use of city facilities.

CONSENT CALENDAR (CONTINUED)

- 7.h. Rejected the one bid received and approved readvertising Request for Proposal (RFP) for Architectural Design Services for the South El Monte City Hall Restrooms Rehabilitation.
- 7.i. Authorized to seek Request for Proposal (RFP) from qualified firms for Janitorial Maintenance Services.
- 7.j. Adopted Resolution No. 23-106, authorizing submittal of the grant application to the CalRecycle SB 1383 Local Assistance Grant Program and related authorizations and authorized City Manager or designee to execute all documents as the signature authority.

8. PUBLIC HEARINGS

8.a. CITY COUNCIL APPEAL OF PLANNING COMMISSION'S ACTION ADOPTING PC RESOLUTION NO. 23-04 APPROVING CONDITIONAL USE PERMIT NO. 23-03 FOR A SPECIAL EVENT FACILITY (RUSTIC & CHIC) LOCATED AT 1703 FLORADALE AVENUE

Mayor Olmos announced the item and opened the public hearing and public comment.

Public Comment

- 1. Edwarda Saucedo, resident, commented on the event business, location, parking, ABC license not obtained, next to a church and school yard, why not a non-profit, the appeal, code of ethics to run a business, should have processed the right way, consultant firm, merging with church, obstruction of city hall, and find a resolution.

There being no more speakers, Mayor Olmos closed public comment.

Mayor Olmos introduced Guillermo Arreola, Director of Community Development who presented the staff report.

Discussion ensued between Councilmember Delgado, staff and applicant (Sandra and John Mendez) with questions and concerns with business being conducted during process of the Conditional Use Permit (CUP), payment of citations, question of involvement by elected officials regarding process of a school permit/contract.

Motion by Councilmember Acosta, seconded by Mayor Pro Tem Angel to affirm the decision by the Planning Commission to grant the CUP. Motion passed 3-2, by the following vote:

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

9. GENERAL BUSINESS

Item 9.a. was heard during **PRESENTATIONS.**

9.a. CONSIDERATION AND APPROVAL OF THE CITY'S 2024 SPECIAL EVENTS CALENDAR

9.b COUNCIL TO REVIEW AND SELECT AN OPTION FOR THE ENERGY EFFICIENCY AND MECHANICAL ENERGY EFFICIENCY PROJECT FOR CITY FACILITIES

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

Councilmember Delgado suggested a budget adjustment and tapping into reserves to proceed with scope of work. Mayor Pro Tem Acosta and Councilmember Acosta agreed with Councilmember Delgado.

Motion by Councilmember Delgado, seconded by Mayor Pro Tem Angel to proceed with the original scope of work, previously approved on July 25, 2023, which covers all designated centers, to make a budget adjustment and look into utilizing reserve funds. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None

9.c. CONSIDERATION AND APPROVAL OF ORDINANCE NO. 1270 OF THE SOUTH EL MONTE CITY COUNCIL AMENDING CHAPTER 5.09 OF TITLE 5 OF THE SOUTH EL MONTE MUNICIPAL CODE THEREBY AMENDING THE CITY'S SIDEWALK VENDING REGULATIONS IN RELATION TO REQUIREMENTS WHEN VENDING, INCLUDING REQUIRED DISTANCE BETWEEN VENDORS, KEEPING SIDEWALKS CLEAR OF OBSTRUCTIONS AND COOKING WASTE, RESTRICTIONS ON COOKING WITHOUT REQUIRED LA COUNTY HEALTH PERMIT, AND DOCUMENTS REQUIRED WHILE VENDING

Mayor Olmos announced the item and Anthony Taylor, City Attorney presented the staff report and noted the correction of the year on the ordinance.

Motion by Councilmember Delgado, seconded by Councilmember Acosta to find that the amended ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Regulation 15061(b)(3) and based on the analysis provided in the attached ordinance; waive first reading and introduce Ordinance No. 1270 and set said ordinance for adoption at the next regular city council meeting. Motion passed 5-0, by the following vote:

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

and Mayor Olmos
NAYS: Councilmember(s): None

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta announced he attended the City's Fall Festival event, Epiphany Church Car Show, and the City's Veterans Day event.

Councilmember Bojorquez announced he attended the City's Halloween luncheon and costume contest at the Senior Center, and the City's Veterans Day event.

Councilmember Delgado announced he attended the Los Angeles County Vector Control Board meeting where one of the topics was the Asian Tiger Mosquito and encouraged the public to be mindful.

Mayor Pro Tem Angel announced he attended the City's Halloween luncheon and costume contest at the Senior Center, the City's Veterans Day event and the Epiphany Church Car Show.

Mayor Olmos congratulated Councilmember Acosta for graduating from the WELL UnTapped Fellowship Program along with Senator Rubio and Assembly Member Blanca Rubio and President Doctor Sabrina Bow with Azusa Unified School District, announced she attended the City's Halloween luncheon and costume contest at the Senior Center, the City's Veterans Day event and the Epiphany Church Car Show. Thanked all Veterans and their families for serving, announced SEACCA still adopting pets and have started the Pets for Vets program and that the Sanitation District is having boat rides.

11. CORRESPONDENCE

11.a. CONSIDERATION AND APPROVAL OF RESOLUTION 23-107, CASTING VOTE(S) FOR COUNCILMEMBER TO REPRESENT CITIES WITHOUT PRESCRIPTIVE PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY (WQA)

Mayor Olmos announced the item.

Motion by Councilmember Acosta, seconded by Mayor Pro Tem Angel to adopt Resolution No. 23-107, casting vote(s) for Councilmember Valerie Munoz to represent cities without prescriptive pumping rights on the Board of the San Gabriel Basin Water Quality Authority. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None

12. COUNCILMEMBERS' AGENDA

12.b. heard before 12.a.

12.b. COUNCILMEMBER BOJORQUEZ

1. Discussion and action/approval to invite the Valle Lindo School District on the City's Christmas Drive around town event.

Councilmember Bojorquez asked Council to consider inviting Valle Lindo School District on the City's drive around town event.

Councilmember Acosta, Mayor Pro Tem Angel and Mayor Olmos feel this event was original a City event and should be reserved for just Council noting that there would be extra costs involved for additional items/equipment/staff if other persons were added.

12.a. MAYOR GLORIA OLMOS

1. Discussion on waiving any potential fines or penalties that Rustic & Chic receives, if any, between when the Planning Commission issued their CUP on October 17, 2023 through November 14, 2023 should the City Council affirm the decision of the Planning Commission at the public hearing (item 8.a).

Mayor Olmos clarified not all fees are trying to be waived but if any fees were received during the time noted after the Planning Commission approved the CUP if those fees could be waived, City is here to be business friendly not to shut them down. Mayor asked Council if this is ok.

Councilmember Acosta agreed with Mayor Olmos.

Councilmember Delgado feels if these fees are waived it will set a precedent and wants businesses to comply.

Guillermo Arreola, Director of Community Development stated there were no citations issued during the time noted, only lack of payment of previously issued citations and late fees. Sandra and John Mendez (Applicant) did pay one of the prior citations with associated late fee in the amount of \$4,691.25, which includes processing fees. Total amount of remaining citations to be paid is \$12,000.

Mayor Olmos requested the item be tabled for further research.

Anthony Taylor, City Attorney pointed out the ordinance on the appeal process is unclear with this type of issue, and probably a good reason to continue the item to research it more in this particular situation.

13. CLOSED SESSION

At 7:43 p.m. Anthony R. Taylor, City Attorney, recessed Council into 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

At 8:08 p.m. Mayor Olmos reconvened the meeting with all Councilmembers present.

Anthony R. Taylor, City Attorney, announced City Council discussed Item 13.a. there is no reportable action.

14. ADJOURNMENT

There being no further business coming before this body, at 8:09 p.m. Mayor Olmos adjourned the meeting to a Regular City Council Meeting on Tuesday, November 28, 2023, at 6:00 p.m.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

Agenda Item No. 7.b.

DATE: November 28, 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. 23-108, APPROVING WARRANTS FOR THE PERIOD OF NOVEMBER 15, 2023, THROUGH NOVEMBER 28, 2023

SUMMARY: Authorizing payment of City expenditures for the period of November 15, 2023 through November 28, 2023 totaling \$1,477,738.52

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-108, authorizing payment of City expenditures.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. RESOLUTION NO. 23-108
- B. 112823 Warrant Register

ATTACHMENT A

RESOLUTION NO. 23-108

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD OF NOVEMBER 15, 2023, THROUGH NOVEMBER 28, 2023, TOTALING \$1,477,738.52.

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	11/15/23-11/28/23	DFT0001208-1239	\$133,920.01
FY 23/24	Regular Warrants	11/15/23-11/28/23	13279-13360	\$1,199,641.40
Payroll	Check	PPE 11/11/23	1642-1657	\$7,904.39
Payroll	Direct Deposit	PPE 11/11/23	5251-5350	\$136,272.72

TOTAL EXPENDITURES RESOLUTION NO. 23-108 \$1,477,738.52

PASSED, APPROVED, AND ADOPTED this 28th day of November 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. 23-108, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 28th day of November 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 11/28/23

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0100.1040.5922	EPIPHANY CATHOLIC SCHOOL	13279	11/09/2023	SPONSORSHIP- EPIPHANY 3RD ANNUAL OKTOBERFEST	500.00
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	13280	11/09/2023	PPE 10/28/23	9,280.00
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	13281	11/09/2023	A.R GARNISHMENT PPE 10/2/23	8.15
01.0170.1720.5520	A & R SAFE & LOCK CORP.	13282	11/22/2023	DUPLICATE KEYS MADE	186.32
44.0800.8010.5525	A.C LOCK & KEY	13283	11/22/2023	#29 KEY FOB REPLACEMENT	434.50
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	13284	11/22/2023	NOV'23 CLOUD SVCS	750.00
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	13284	11/22/2023	NOV'23 OFFICE 365	5,653.00
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	13284	11/22/2023	NOV'23 MANAGED SVCS	14,447.25
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13286	11/22/2023	OCT'23 GENERAL	5,502.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13286	11/22/2023	OCT'23 SPECIAL PJTS	1,102.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13286	11/22/2023	OCT'23 LITIGATION	4,907.79
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13286	11/22/2023	OCT'23 PERSONNEL	4,089.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13286	11/22/2023	OCT'23 PLANNING	5,036.02
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13286	11/22/2023	OCT'23 PUBLIC WORKS- ENGINEERING	1,568.20
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13286	11/22/2023	OCT'23 FINANCE	580.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13286	11/22/2023	OCT'23 CODE ENFORCEMENT	2,294.40
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13286	11/22/2023	OCT'23 HOUSING	232.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13286	11/22/2023	OCT'23 REIMBURSABLE	4,251.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13286	11/22/2023	OCT'23 ADDITIONAL SVCS	7,736.60
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13286	11/22/2023	OCT'23 ADDITIONAL SVCS	919.67
68.0900.9000.5968	ALL AMERICAN ASPHALT	13287	11/22/2023	CON SEP'23 C-WIDE REHAB PJT #628	934,248.18
68.0900.9000.5968	ALL AMERICAN ASPHALT	13287	11/22/2023	5% RETEN CON SEP'23 REHAB PJT #628	(46,712.41)
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	13288	11/22/2023	FILE HOLDER RETURN CREDIT	(25.30)
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	13288	11/22/2023	OFFICE SUPPLIES	44.44
01.0170.1720.5520	AMAZON CAPITAL SERVICES, INC	13288	11/22/2023	UTILITY SINK/ YARD	568.86
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	13288	11/22/2023	SAFETY HELMETS	143.59
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	13288	11/22/2023	UNIFORM RETURN CREDIT	(18.73)
01.0151.1543.5952	AMAZON CAPITAL SERVICES, INC	13288	11/22/2023	CHRISTMAS PALM TREES	1,855.20
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	13288	11/22/2023	PRINTER & OFFICE SUPPLIES	182.84
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	13288	11/22/2023	PW SAFETY HARD HATS	1,396.56
01.0110.1170.5956	AMAZON CAPITAL SERVICES, INC	13288	11/22/2023	CROSSING GUARD GEAR	38.57
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	13288	11/22/2023	PRINTER RETURN CREDIT	(65.05)
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	13288	11/22/2023	DEPT SUPPLIES/ YARD	99.16
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	13288	11/22/2023	AFTER SCHOOL PRGM SUPPLIES	265.73
01.0150.1515.5406	AMAZON CAPITAL SERVICES, INC	13288	11/22/2023	PATRIOTIC COMM SUPPLIES	42.63
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	13288	11/22/2023	AFTER SCHOOL PRGM SUPPLIES	71.70
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	13288	11/22/2023	USA STICKERS-SAFETY HATS	63.55
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	13288	11/22/2023	SAMPLE UNIFORM RETURN CREDIT	(18.60)
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	13288	11/22/2023	FINANCE OFFICE SUPPLIES	29.01
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	13288	11/22/2023	FILE FOLDER HOLDER RETURN CREDIT	(21.16)
01.0170.1720.5956	AMAZON CAPITAL SERVICES, INC	13288	11/22/2023	OFFICE SUPPLIES RETURN CREDIT	(44.09)
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	13288	11/22/2023	FALL CAMP PRGM SUPPLIES	184.69

01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	13288	11/22/2023	AFTER SCHOOL PRGM SUPPLIES	165.36
01.0110.1170.5956	AMAZON CAPITAL SERVICES, INC	13288	11/22/2023	CROSSING GUARD GEAR	30.27
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	13288	11/22/2023	IPHONE PROTECTION SCREEN GLASS	38.86
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	13288	11/22/2023	AFTER SCHOOL PRGM SUPPLIES	126.77
02.0170.1760.5962	AMAZON CAPITAL SERVICES, INC	13288	11/22/2023	HANDHELD LEAFBLOWER	214.73
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	13288	11/22/2023	OFFICE SUPPLIES	71.09
01.0150.1540.5431	AQUA PURE DRINKING WATER	13289	11/22/2023	NOV'23 WATER SVCS/ CCTR	32.92
01.0170.1020.5956	ARAMARK UNIFORM SERVICES, INC	13290	11/22/2023	STAFF UNIFORMS/ PW	623.49
01.0151.1543.5952	AUDOORMATICS USA, INC	13291	11/22/2023	ROPE LIGHTS/ CHRISTMAS PALMS	992.05
01.0170.1770.5525	AUTOZONE	13292	11/22/2023	LTT#1 & 2 PM SERVICE	153.72
01.0170.1770.5525	AUTOZONE	13292	11/22/2023	#27 PM SERVICE	47.12
01.0151.1542.5499	BROTHERS AWARDS & TROPHIES	13293	11/22/2023	MEDALS/ THANKSGIVING BOXING SHOWS	176.00
01.0151.1541.5430	BSN SPORTS LLC	13294	11/22/2023	YOUTH BASEKETBALL SUPPLIES	1,294.21
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	13295	11/22/2023	SEPT'23 BLDG DEPT/ PERMIT TECH SVCS	2,437.50
01.0130.1330.5215	CALIFORNIA COMMUNICATION	13296	11/22/2023	11/1-12/1 WIRLESS BRIDGE	680.00
01.0100.1050.5936	CONCENTRA	13297	11/22/2023	OCT'23 NEW HIRE PHYSICAL	235.00
01.0150.1510.5204	DAVID MAI	13298	11/22/2023	NOV'23 COMM SVCS COMMISSION MTG	100.00
01.0151.1543.5952	DDC ELECTRIC SUPPLY, INC.	13299	11/22/2023	BLACK TAPE	38.15
01.0151.1542.5952	DDC ELECTRIC SUPPLY, INC.	13299	11/22/2023	ELECTRICAL SUPPLIES/ NIGHT MARKET	1,429.03
01.0151.1543.5952	DDC ELECTRIC SUPPLY, INC.	13299	11/22/2023	ELECTRICAL SUPPLIES/ NIGHT MARKET	127.97
02.0170.1760.5540	DDC ELECTRIC SUPPLY, INC.	13299	11/22/2023	LIGHT/ 60 FWY OVERPASS	30.05
01.0160.1650.5520	DDC ELECTRIC SUPPLY, INC.	13299	11/22/2023	FUSES & HOCKWIRE FIELD LIGHTS/ NTP	112.74
01.0160.1610.5520	DDC ELECTRIC SUPPLY, INC.	13299	11/22/2023	ELECTRIAL SUPPS FOR BOX/ SKATE PARK	68.38
01.0170.1710.5520	DDC ELECTRIC SUPPLY, INC.	13299	11/22/2023	ELECTRICAL SUPPLIES/ CHALL	98.65
01.0170.1720.5520	DDC ELECTRIC SUPPLY, INC.	13299	11/22/2023	ELECTRICAL SUPPLIES/ CAMERA JUNCT BOX	57.74
01.0151.1543.5952	DDC ELECTRIC SUPPLY, INC.	13299	11/22/2023	ELECTRICAL SUPPLIES CREDIT/ NIGHT MARKET	(46.31)
01.0100.1050.5934	DEPT. OF JUSTICE-ACCOUNTING OFFICE	13300	11/22/2023	OCT'23 FINGERPRINTS	416.00
01.0170.1770.5525	DWS TIRES	13301	11/22/2023	#17 RIGHT FRONT TIRE RPLCMT	245.03
44.0800.8010.5525	DWS TIRES	13301	11/22/2023	#6 2 REAR TIRE SENSORS	276.25
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	13302	11/22/2023	9/27/23 PEST CONTROL/ SCTR	295.00
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	13302	11/22/2023	9/27/23 PEST CONTROL/ SCTR	312.30
01.0160.1610.5520	ECOLAB PEST ELIM. DIVISION	13302	11/22/2023	10/31/23 PEST CONTROL/ CCTR	74.02
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	13302	11/22/2023	10/31/23 PEST CONTROL/ CHALL	208.00
01.0170.1020.5406	EL MONTE PRINTING	13303	11/22/2023	CITY STICKY LABELS	496.13
01.0100.1010.5912	EM/SEM CHAMBER OF COMMERCE	13304	11/22/2023	11/1/23 BUSINESS LUNCHEON	48.00
02.0170.1760.5540	EWING IRRIGATION	13305	11/22/2023	DURFEE CTR/ MEDIAN REPAIRS	205.60
01.0160.1630.5520	EWING IRRIGATION	13305	11/22/2023	IRRIGATION REPAIRS/ MCTR	359.99
01.0160.1620.5520	EWING IRRIGATION	13305	11/22/2023	POTTING SOIL/ SCTR	140.93
01.0170.1770.5525	FORD OF MONTEBELLO	13306	11/22/2023	#17 BROKEN TAIL LIGHT RPLCMT	314.37
15.0450.4510.6025	GAME TIME	13307	11/22/2023	LABOR AND MATERIAL CHARGES/ MVD/NTP PLYGRND	9,286.00
01.0150.1510.5204	GERARDO DIAZ	13308	11/22/2023	NOV'23 COMM SVCS COMMISSION MTG	100.00
01.0170.1770.5525	GOT PROPANE INC	13309	11/22/2023	11/15 FORKLIFT PROPANE	39.65
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	13310	11/22/2023	10/23-11/2/23 MUNI TEMP SVCS/ HR ANALYST	5,700.00
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	13310	11/22/2023	10/23-11/2/23 MUNI TEMP SVCS/ HR DIRECTOR	10,375.00
01.0160.1650.5520	GRANT'S TRUE VALUE HARDWARE	13311	11/22/2023	PARTS TO RELOCATE HOSE/ NTP	29.66
01.0160.1640.5425	HASA INC.	13312	11/22/2023	9/11 CHEMICAL DELIVERY	337.70
01.0160.1640.5425	HASA INC.	13312	11/22/2023	10/18 CHEMICAL DELIVERY	607.39
01.0160.1640.5425	HASA INC.	13312	11/22/2023	10/30 CHEMICAL DELIVERY	503.50
01.0000.0000.4554	HEATHER YSAGUIRIE	13313	11/22/2023	11/4/23 MVD COMM ROOM/ DEPOSIT RFND	50.00
01.0150.1510.5204	HELIODORO DUARTE, JR	13314	11/22/2023	NOV'23 COMM SVCS COMMISSION MTG	100.00
01.0150.1510.5204	HORTENCIA VASQUEZ	13315	11/22/2023	NOV'23 COMM SVCS COMMISSION MTG	100.00
44.0800.8040.5555	INDUSTRIAL PIPE & STEEL	13316	11/22/2023	BUSSHILTER ROSEMEAD/GARVEY REPAIRS	246.83

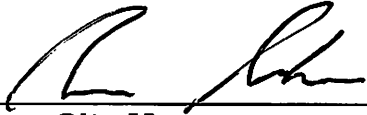
01.0170.1710.5520	INDUSTRIAL PIPE & STEEL	13316	11/22/2023	SUPPLIES/ FLAG STANDS	11.58
01.0151.1543.5952	INDUSTRIAL PIPE & STEEL	13316	11/22/2023	CABLES PLASTIC COATED/ KRUSE	667.01
01.0151.1543.5952	INDUSTRIAL PIPE & STEEL	13316	11/22/2023	CABLE CLIPS/ KRUSE	10.80
01.0151.1543.5952	INDUSTRIAL PIPE & STEEL	13316	11/22/2023	CABLE 3/16 PLASTIC CODED/ KRUSE	429.98
01.0151.1543.5952	INDUSTRIAL PIPE & STEEL	13316	11/22/2023	BUNGEE BALL/ KRUSE	7.18
01.0151.1543.5952	INDUSTRIAL PIPE & STEEL	13316	11/22/2023	METAL SHEET & PUNCHED HOLES/ KRUSE	126.69
01.0160.1610.5520	INDUSTRIAL PIPE & STEEL	13316	11/22/2023	REBAR/ CCTR	31.96
01.0151.1543.5952	INDUSTRIAL PIPE & STEEL	13316	11/22/2023	SHEET METAL/ KRUSE	96.14
01.0160.1610.5520	INDUSTRIAL PIPE & STEEL	13316	11/22/2023	WELDING SUPPLIES/ CCTR	110.53
01.0150.1510.5204	INGRID AGUILAR	13317	11/22/2023	NOV'23 COMM SVCS COMMISSION MTG	100.00
02.0170.1760.5540	JCL TRAFFIC SERVICES	13318	11/22/2023	TIME LIMIT PARKING SIGNS	680.79
01.0160.1650.5520	JCL TRAFFIC SERVICES	13318	11/22/2023	SIGNS/ NTP	984.81
01.0160.1650.5520	JCL TRAFFIC SERVICES	13318	11/22/2023	PARK SIGNS/ NTP	611.67
02.0170.1760.5540	JCL TRAFFIC SERVICES	13318	11/22/2023	STEET SIGNS STRAPS & ANCHORS	1,572.55
01.0151.1543.5952	JCL TRAFFIC SERVICES	13318	11/22/2023	CHALK/ TURKEY TROT	127.60
02.0170.1760.5540	JHM SUPPLY	13319	11/22/2023	DURFEE/PECK MEDIAN IRRRA REPAIR	257.00
01.0140.1475.5255	JOHN L. HUNTER AND ASSOCIATES, INC.	13320	11/22/2023	AUG'23 IW PRGM SVCS	6,776.00
70.0900.9020.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	13320	11/22/2023	AUG'23 NDPES PRGM SVCS	3,577.00
25.0550.5510.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	13320	11/22/2023	AUG'23 USED OIL RECYCLING SVCS	535.00
01.0000.0000.4250	KIMBERLY CIVITA	13321	11/22/2023	PLANNING REVIEW RFND/ COM-ALT-23-026	105.00
01.0170.1720.5520	L.A. COUNTY FIRE DEPARTMENT	13322	11/22/2023	FY 23-24 HAZ MAT PRGM/ YARD	1,919.00
01.0160.1640.5520	L.A. COUNTY FIRE DEPARTMENT	13322	11/22/2023	FY 23-24 -HAZ MAT PRGM/ POOL	620.00
01.0151.1543.5952	LAB1419	13323	11/22/2023	5K TURKEY DASH T-SHIRTS	2,918.87
01.0151.1543.5952	MARIA PAYAN	13324	11/22/2023	TAMALES/ TREE LIGHTING EVENT	1,125.00
01.0170.1770.5525	MORENO AUTO BODY REPAIR INC.	13325	11/22/2023	#3 RIGHT REAR BUMPER TAIL LIGHT	750.00
01.0130.1310.5906	MOSS, LEVY & HARTZHEIM, LLP	13326	11/22/2023	AUDIT FIELDWORK- YEAR END 6/30/23	15,000.00
01.0000.0000.4554	NADIA LOPEZ	13327	11/22/2023	11/5/23 MVD COMM ROOM/ DEPOSIT RFND	50.00
01.0100.1010.5406	OFFICE DEPOT	13328	11/22/2023	COUNCIL SUPPLIES	32.30
01.0100.1020.5405	OFFICE DEPOT	13328	11/22/2023	ADMIN SUPPLIES	6.37
01.0100.1020.5405	OFFICE DEPOT	13328	11/22/2023	ADMIN SUPPLIES	18.69
01.0100.1040.5931	PAGEFREEZER SOFTWARE INC	13329	11/22/2023	NOV'23-NOV'24 PUBLIC RCRDS COMPLNCE/ SOCL MEDIA	2,350.00
01.0151.1543.5952	PARTY PRONTO	13330	11/22/2023	VETERANS DAY EVENT-EQUIP RENTAL	942.00
01.0151.1543.5952	PARTY PRONTO	13330	11/22/2023	10/31/23 HARVEST FESTIVAL EQUIPMENT RENTALS	4,585.00
01.0151.1543.5952	PARTY PRONTO	13330	11/22/2023	5K TURKEY DASH-EQUIP RENTAL	903.00
01.0140.1430.5215	PLACER LABS INC.	13331	11/22/2023	OCT'23-OCT'24 ACCESS PROFESSIONAL MARKETING DATA	25,000.00
01.0160.1610.5520	POST ALARM SYSTEMS	13332	11/22/2023	NOV'23 ALARM SVCS/ CCTR	49.86
01.0160.1620.5520	POST ALARM SYSTEMS	13332	11/22/2023	NOV'23 ALARM SVCS/ SCTR	49.86
01.0160.1630.5520	POST ALARM SYSTEMS	13332	11/22/2023	NOV'23 ALARM SVCS/ MCTR	49.86
01.0160.1640.5520	POST ALARM SYSTEMS	13332	11/22/2023	11/1-11/30 ALARM POOL	49.86
01.0160.1650.5520	POST ALARM SYSTEMS	13332	11/22/2023	NOV'23 ALARM SVCS/ NTP	103.76
01.0160.1670.5520	POST ALARM SYSTEMS	13332	11/22/2023	NOV'23 ALARM SVCS/ MVD	103.76
01.0170.1710.5520	POST ALARM SYSTEMS	13332	11/22/2023	11/1-11/30 ALARM CHALL	133.10
01.0170.1720.5520	POST ALARM SYSTEMS	13332	11/22/2023	NOV'23 ALARM SVCS/ YARD	138.60
01.0160.1620.5520	PREMIER JANITORIAL SERVICES	13333	11/22/2023	TOILET TISSUE DISPENSERS/ SCTR	639.45
01.0170.1020.5956	RED DOT UNIFORMS	13334	11/22/2023	FY 23-24 UNIFORMS	10,739.96
44.0800.8010.5982	REGIONAL TAP SERVICE CENTER	13335	11/22/2023	AUG'23 BUS PASSES	112.96
44.0800.8010.5982	REGIONAL TAP SERVICE CENTER	13335	11/22/2023	SEPT'23 BUS PASSES	112.96
44.0800.8010.5982	REGIONAL TAP SERVICE CENTER	13335	11/22/2023	OCT'23 BUS PASSES	80.64
01.0000.0000.4554	ROSA RODRIGUEZ	13336	11/22/2023	11/12/23 MVD COMM ROOM/ DEPOSIT RFND	50.00
01.0100.1050.5934	ROXANA TADEO	13337	11/22/2023	OCT'23 LIVESCAN REIMBURSEMENTS	300.00
01.0151.1541.5215	SAUL GUARDADO	13338	11/22/2023	11/2/23 BBALL OFFICIALS	165.00
01.0130.1310.5280	SECTRAN SECURITY INC.	13339	11/22/2023	NOV'23 ARMORED SVCS	191.16

01.0100.1020.5912	SGV CITY MANAGERS' ASSOCIATION	13340	11/22/2023	11/15/23 LUNCH MTG/ CM	35.00
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13341	11/22/2023	DRAIN PIPE RUSH/COGSWELL	49.39
02.0170.1760.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13341	11/22/2023	DURFEE MEDIAN REPAIRS	181.42
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13341	11/22/2023	DURFEE MEDIAN CAP RETURN CREDIT	(83.79)
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13341	11/22/2023	DURFEE MEDIAN REPAIRS	41.90
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13341	11/22/2023	DURFEE MEDIAN WATER LINE COVERS	83.79
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13341	11/22/2023	ASPHALT CITYWIDE	652.22
01.0160.1650.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13341	11/22/2023	SAND/ NTP MAIN FIELD	159.99
01.0160.1650.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13341	11/22/2023	SAND/ NTP MAIN FIELD	159.99
01.0170.1710.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13341	11/22/2023	REDBAR/ CHALL FLAG	1.38
01.0160.1660.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13341	11/22/2023	SAND/ SHIVLEY	159.99
01.0160.1660.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13341	11/22/2023	SAND/ SHIVELY	159.99
01.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13341	11/22/2023	SAND/ FIRE STATION	159.99
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13341	11/22/2023	ASPHALT REPAIR DURFEE RD/ST MNTC	94.32
01.0170.1770.5525	SOUTHERN TIRE MART LLC	13342	11/22/2023	TIRES/ GATOR	297.97
01.0130.1310.6115	STATE OF CALIFORNIA	13343	11/22/2023	SOLAR LOAN PAYMENT #011-13-ECD	67,479.57
01.0170.1770.5525	STOTZ EQUIPMENT	13344	11/22/2023	BRAKE PADS	206.49
01.0170.1770.5525	STOTZ EQUIPMENT	13344	11/22/2023	J-1 WATER PUMP & THERMOSTAT	1,053.50
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	13345	11/22/2023	MULTI GRAIN FIBER & ROLLS/ CI & CII NUTR PRGM	99.82
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	13345	11/22/2023	MULTI GRAIN FIBER & ROLLS/ CI & CII NUTR PRGM	19.97
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	13345	11/22/2023	WEEKLY BREAD/ CI & CII NUTR PRGM	50.22
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	13345	11/22/2023	WEEKLY BREAD/ CI & CII NUTR PRGM	5.58
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	13345	11/22/2023	CORN TORTILLAS/ CI & CII NUTR PRGM	25.14
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	13345	11/22/2023	CORN TORTILLAS/ CI & CII NUTR PRGM	2.79
06.0300.3010.5430	SYSCO FOOD SERVICES OF LOS ANGELES	13346	11/22/2023	FOOD & FOOD SUPP/ CI NUTR PRGM	445.31
17.0900.9020.6025	THE ENERGY COALITION	13347	11/22/2023	JULY-SEPT'23 CONTRACT SVCS	5,030.00
17.0900.9020.6025	THE ENERGY COALITION	13347	11/22/2023	JULY-SEPT'23 10% RETENTION	(503.00)
01.0100.1040.5921	THE SAUCE CREATIVE SERVICES CORP.	13348	11/22/2023	DEC'23 NEWSLETTER/ FLYER UPDATED	125.00
01.0100.1040.5921	THE SAUCE CREATIVE SERVICES CORP.	13348	11/22/2023	NOV'23 NEWSLETTER	6,299.41
01.0100.1020.5215	TOWNSEND PUBLIC AFFAIRS	13349	11/22/2023	NOV'23 CONSULTING SVCS	6,750.00
01.0170.1720.5420	UNISHIELD	13350	11/22/2023	FIRST AID SUPPLIES/ YARD	219.56
01.0170.1710.5420	UNISHIELD	13350	11/22/2023	FIRST AID SUPPLIES/ CHALL	212.18
01.0160.1610.5420	UNISHIELD	13350	11/22/2023	FIRST AID SUPPLIES/ CCTR	162.40
01.0151.1543.5952	VULCAN MATERIALS COMPANY	13351	11/22/2023	SUPPLIES/ ASPHALT KRUSE	700.80
01.0170.1710.5520	WATER CHEMISTS,DIV. OF CCI CHEMICAL	13352	11/22/2023	NOV'23 H2O TREATMENT	200.00
01.0170.1740.5435	WAXIE SANITARY SUPPLY	13353	11/22/2023	JANITORIAL SUPPLIES	8,266.10
01.0170.1740.5435	WAXIE SANITARY SUPPLY	13353	11/22/2023	JANITORIAL SUPPLIES	1,118.49
01.0150.1530.5908	WENDY CAYCO	13354	11/22/2023	11/1-11/2/23 CAL ACT CONFERENCE MILEAGE REIMB	99.72
44.0800.8010.5908	WENDY CAYCO	13354	11/22/2023	11/1-11/2/23 CAL ACT CONFERENCE MILEAGE REIMB	33.24
01.0150.1530.5952	WINNER INTERNATIONAL INC.	13355	11/22/2023	BALLOONS & TABLE CLOTH/ VETERANS DAY LUNCHEON	64.99
01.0000.0000.4554	XUI LIU	13356	11/22/2023	10/28/23 DAMAGE DEPOSIT RFND/ MVD COMM ROOM	50.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	13357	11/22/2023	NOV'23 ADMIN	1,344.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	13357	11/22/2023	NOV'23 MISC	550.00
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	13358	11/22/2023	PPE 11/11/23	9,155.00
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	13359	11/22/2023	A.R GARNISHMENT PPE 11/11/23	8.15
01.0000.0000.2240	VONS CREDIT UNION	13360	11/22/2023	PPE 11/11/23	46.50
01.0000.0000.2240	VONS CREDIT UNION	13360	11/22/2023	PPE 10/28/23	46.50
01.0000.0000.2225	AFLAC WORLDWIDE HEADQUARTERS	DFT0001208	11/01/2023	OCT'23 INSURANCE	1,322.84
02.0170.1760.5550	ATHENS SERVICES	DFT0001209	11/16/2023	NOV'23 SWEEPER SVCS	6,140.00
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001210	11/03/2023	PPE 10/28/23 RATE PLAN 27216	14,609.50
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001210	11/03/2023	PPE 10/28/23 RATE PLAN 685	9,409.44
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001210	11/03/2023	PPE 10/28/23 RATE PLAN 23047	1,990.62

01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0001211	11/03/2023	PPE 10/28/23 FEDERAL	18,364.76
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001211	11/03/2023	PPE 10/28/23 FICA	25,349.92
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001211	11/03/2023	PPE 10/28/23 MEDICARE	6,156.06
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001212	11/03/2023	PPE 10/28/23 UI TAX WTHD'G	448.13
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001212	11/03/2023	PPE 10/28/23 TNG TAX WTHD'G	22.41
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001212	11/03/2023	PPE 10/28/23 STATE WTHD'G	6,062.35
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001213	11/03/2023	CASE 200000002163990	359.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001213	11/03/2023	CASE 1457313	402.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001213	11/03/2023	CASE 200000002135289	780.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001213	11/03/2023	CASE 0980438	150.00
01.0151.1543.5952	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	SMALL LEVEL/ NIGHT MARKET	24.22
01.0151.1543.5952	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	HOLE SAW/ NIGHT MARKET	19.81
01.0151.1543.5952	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	SUPPLIES/ KRUSE PJT	1,100.66
01.0151.1543.5952	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	SLURRY SEAL/ KRUSE PJT	1,732.27
01.0151.1543.5952	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	TOOL- SHEET METAL/ KRUSE PJT	79.35
01.0151.1543.5952	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	SLURRY DEAL BUCKETS/ KRUSE PJT	1,732.27
01.0151.1543.5952	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	SUPPLIES/ NIGHT MARKET	369.70
01.0151.1543.5952	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	KRUSE BARN PJT SUPPLIES	270.63
01.0151.1543.5952	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	SUPPLIES/ KRUSE PJT	476.03
01.0151.1543.5952	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	LIGHTS/ NIGHT MARKET	147.04
01.0151.1543.5952	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	LIGHTS/ NIGHT MARKET	237.38
01.0151.1543.5952	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	ELECTRICAL SUPPLIES/ KRUSE FEED	166.27
01.0151.1543.5952	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	KRUSE BARN PJT SUPPLIES	562.21
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	A/C COIL CLEANER/ CCTR	29.04
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	PICTURE FRAM HANGING KITS	29.68
01.0170.1020.5406	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	TAPE/ SHERIFF BOXES	579.34
01.0170.1020.5406	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	TAPE/ SHERIFF BOXES	849.54
01.0170.1020.5406	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	TAPE/ SHERIFF BOXES RETURN CREDIT	(327.44)
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	MUNUMENT WALL LETTERING SUPPLIES	97.50
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	MONUMENT WALL LETTERING SUPPLIES	39.60
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	PLANTS & FLOWERS/ CHALL	90.79
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	RESTROOM SUPPLIES/ CHALL	59.70
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	PLANTS & LANDSCAPE TOOLS/ CHALL	51.70
01.0170.1720.5520	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	CONNECT SCANNER SUPPLIES	61.62
01.0170.1720.5520	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	DAWN DISH SOAP	47.78
01.0170.1720.5520	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	HOSE KITCHEN SPRAY HEAD	24.14
01.0170.1740.5435	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	MOSQUITO CANDLES	150.06
01.0170.1760.5540	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	STREET MAINTENANCE SUPPLIES	376.13
01.0170.1760.5540	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	DUCT TAPE	219.18
01.0170.1760.5545	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	SPRAY PAINT/ GRAFFITI REMOVAL	70.38
01.0170.1760.5962	HOME DEPOT CREDIT SERVICES	DFT0001214	10/26/2023	ST DEPT SUPPLIES	92.68
01.0170.1770.5950	JCB FINANCE, PROG. BANK OF THE WEST	DFT0001215	11/16/2023	NOV'23 TRACTOR LEASE	1,694.67
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001216	11/08/2023	9/21-10/24/23 1556 IRRG CENTRAL	414.19
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001217	11/15/2023	11/1-12/1/23 1415 N SANTA ANITA	72.29
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001218	11/15/2023	11/1-12/1/23 1900 N CENTRAL	108.44
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001219	11/08/2023	9/21-10/24/23 1402 IRR LERMA	3,015.52
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001220	11/08/2023	9/21-10/24/23 1450 LIDCOMBE	323.70
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001221	11/08/2023	9/21-10/24/23 1819 CENTRAL	625.11
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001222	11/08/2023	9/21-10/24/23 1450 LIDCOMBE	3,211.67
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001223	11/08/2023	9/21-10/24/23 1500 CENTRAL	757.91
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001224	11/08/2023	9/21-10/24/23 1341 ISLAND/SANTA ANITA	42.98
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001225	11/08/2023	9/21-10/24/23 1530 IRRG CENTRAL	445.44

01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001226	11/08/2023	9/21-10/24/23 1415 IRRG SANTA ANITA	773.53
01.0170.1730.5705	SO CAL GAS	DFT0001227	11/07/2023	9/29-10/30/23 1415 SANTA ANITA AVE	342.65
01.0000.0000.2224	WASHINGTON NATIONAL INSURANCE CO	DFT0001228	11/03/2023	NOV'23 SUPPLEMENTAL LIFE INSURANCE	996.01
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001229	11/22/2023	10/10-11/7/23 1926 IRR DURFEE	387.50
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001230	11/22/2023	10/10-11/7/23 2018 DURFEE	228.01
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001231	11/22/2023	10/10-11/7/23 1903 IRRIG DURFEE	136.78
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001232	11/22/2023	10/10-11/7/23 11016 GOMEZ PALACIO	27.36
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001233	11/23/2023	10/11-11/8/23 1450 LIDCOMBE AVE	218.90
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001234	11/23/2023	10/11-11/8/23 1675 IRRIG DURFEE	159.56
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0001235	11/15/2023	10/1-10/31/23 STREET LIGHTS	3,709.17
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0001236	11/15/2023	10/1-10/31/23 STREET LIGHTS	1,872.33
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0001237	11/15/2023	10/1-10/31/23 STREET LIGHTS	5,242.51
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001238	11/15/2023	10/1-10/31/23 2028 CENTRAL AVE	229.22
02.0170.1760.5966	US BANK VOYAGER FLEET SYS	DFT0001239	11/15/2023	9/25-10/23/23 FUEL-CITY TRANSPORTATION	7,857.27
Grand Total					<u>1,333,561.41</u>

Authorization Signatures

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

Rene Salas, City Manager



City Council Agenda Report

Agenda Item No. 7.c.

DATE: November 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-109, AWARDING A PROFESSIONAL SERVICES AGREEMENT (PSA) TO TRANSTECH ENGINEERS, INC. FOR PROFESSIONAL CIVIL ENGINEERING SERVICES

SUMMARY: Staff seeks City Council approval to award a Professional Services Agreement (PSA) to Transtech Engineers, Inc for Professional Civil Engineering Services.

RECOMMENDED ACTION: Staff recommends City Council:

1. Find that the proposed action is not a project subject to the California Environmental Quality Act (CEQA) pursuant to Section 20165 of CEQA and Sections 15060(c)(2), 15060(c)(3), and 15378 of the State CEQA Guidelines and, as such, no environmental document pursuant to CEQA is required;
2. Adopt Resolution No. 23-109, awarding a PSA to Transtech Engineers, Inc. for Professional Civil Engineering Services in the amount of \$1,035,840 for the 3 year contract term and including \$1,500,000 for project Design, Management and Construction/Inspections services as needed for a grand total of \$2,535,840 ; and
3. Authorize the City Manager or designee to negotiate and execute the agreement.

ENVIRONMENTAL ANALYSIS: The action proposed herein is not a project subject to the California Environmental Quality Act (CEQA) in accordance with Section 21065 of CEQA and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378. Entering into an agreement for civil engineering services is an administrative action that would not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not a "project" subject to CEQA, as defined in Section 21065 of CEQA and Section 15378 of the State CEQA Guidelines. Since the action is not a project subject to CEQA, no environmental document is required.

FISCAL/FINANCIAL IMPACT: The total contract amount for the three-year term will not exceed \$2,535,840, with an annual cap of \$845,280 per fiscal year. In the approved budget for FY 2023/24, funding of \$461,00 has been allocated. Staff recommends approving an additional \$384,280 from the city's general fund balance and existing annual transit funding allocations.

DISCUSSION: On September 12, 2023, the City Council authorized staff to issue a Request For Proposal (RFP) for Professional Civil Engineering Services seeking proposals from qualified engineering firms to provide engineering services for various projects and programs on an “as-needed” basis to ensure the City’s Infrastructure Projects are executed efficiently and effectively to cater to the evolving needs of the community.

On September 14, 2023, the City released an RFP for Professional Civil Engineering Services. The deadline for submission of responses was set for October 16, 2023 at 4:00 p.m. Two (2) consultants submitted proposals: Onward Engineering and Transtech Engineers, Inc. The proposals were evaluated based on the established criteria identified in the RFP including compliance with the RFP requirements, proposal quality, project understanding, approach, methodology including responsiveness and flexibility, experience of assigned staff, similar project experience, schedule efficiency, and references.

Staff reviewed the proposals and determined that the proposal from Transtech Engineers, Inc. was the most qualified. The proposal from Transtech demonstrated a comprehensive understanding of the required services and their submission showcased extensive experience in similar projects including management support services, administration of capital improvement programs, administration of land development, transportation engineering services, general civil engineering services and functions.

Transtech also demonstrated that their strong presence in the San Gabriel Valley, offering similar services to neighboring cities such as Temple City, Rosemead, Alhambra, West Covina, Monterey Park, El Monte, San Marino, La Canada Flintridge, Irwindale, South Pasadena, Montebello, Azusa and Diamond Bar. Transtech also has extensive experience working on projects with METRO, Caltrans and Los Angeles County.

Since April 2018, Transtech’s Engineering team has successfully managed twenty four (24) Capital Improvement Programs for the City of South El Monte, with a total project cost of \$37 million. Additionally, they have collaborated with City staff to identify and prepare competitive grant applications, covering various areas such as traffic signal improvements and pedestrian safety enhancements, with a cumulative value exceeding \$3 million.

Transtech is also deeply committed to giving back to the community. It is actively engaged in youth empowerment initiatives and workshops aimed at encouraging middle school and high school students to pursue higher education and careers in STEM-related fields, like engineering. Transtech also supports civic and community activities, demonstrating their commitment to the progress, health, and well-being of the communities they serve. Its goal is not just to serve as an engineering consultant, but to also actively partner with their clients, to further enhance the City’s reputation as an ideal community to live, invest, work, and play in.

Staff recommends awarding the Professional Services Agreement for Professional Civil Engineering Services to Transtech Engineers, Inc. The Professional Services Agreement is for a term of two (2) years and seven (7) months, starting November 28, 2023 through June 30, 2026. The City retains the sole discretion to renew for up to two (2) additional one-year terms from July 1st through June 30th.

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

ATTACHMENT(S):

- A. Resolution No. 23-109, PSA to Transtech for Civil Engineering Services
- B. Scope of Services and Schedule of Compensation Engineering Services South El Monte
- C. DRAFT Professional Services Contract

ATTACHMENT A

RESOLUTION NO. 23-109

**A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AWARDING THE CONTRACT TO TRANSTECH ENGINEERS,
INC FOR PROFESSIONAL CIVIL ENGINEERING SERVICES FOR
THE CITY OF SOUTH EL MONTE**

WHEREAS, the City solicited bids through a Request for Proposal ("RFP") for Professional Civil Engineering Services on September 13, 2023 with a due date of October 12, 2023 ; and

WHEREAS, the City received two (2) proposals from Onward Engineering and Transtech Engineers, Inc.; and

WHEREAS, after reviewing the proposals submitted for the work to be performed pursuant to the RFP, City staff determined and City Council hereby finds that Transtech Engineers, Inc., is well qualified and exceeds the requirements set forth in the RFP; and

WHEREAS, the contract amount will not exceed \$2,535,840 during the three (3) year contract term with a \$845,280 not-to-exceed amount per fiscal year.

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

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

SECTION 2. The action proposed herein is not a project subject to the California Environmental Quality Act (CEQA) in accordance with Section 21065 of CEQA and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378. Entering into an agreement for civil engineering services is an administrative action that would not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not a "project" subject to CEQA, as defined in Section 21065 of CEQA and Section 15378 of the State CEQA Guidelines. Since the action is not a project subject to CEQA, no environmental document is required.

SECTION 3. Upon reviewing the bids submitted for the work to be performed pursuant to contract, the City Council hereby finds that Transtech Engineers, Inc. has submitted the best responsive bid for Professional Civil Engineering Services.

SECTION 4. The City Council hereby authorizes and directs the City Manager to execute a professional services agreement with Transtech Engineers, Inc. for Professional Civil Engineering Services, subject to review and approval by the City Attorney as to form, and consistent with the scope of the City Council's approval of this matter as set forth in the staff report including all contingency amounts and necessary approvals by the City for the work herein.

The Council further directs the City Manager to take all actions necessary to effectuate the agreement as set forth herein.

SECTION 5: The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED and ADOPTED this 28th day of November 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. 23-10 was passed and approved by the City Council of the City of South El Monte at a Regular meeting of said Council held on the 28th day of November 2023, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

EXHIBIT A - SCOPE OF SERVICES

Consultant will perform the following Services:

A. City Engineering and Traffic Engineering Services

- a. **Engineering Services.** Consultant will provide general civil engineering services and functions, which includes, but is not limited to, the following: providing counter staff support and responding to inquiries at the engineering counter; issuing permits for various approved land development projects performing work in the City's public right-of-way; reviewing plans from utility companies and issuing utility permits; responding to contractors, engineers, or architects and providing various requested engineering information; responding to telephone inquiries from the general public and providing solutions to issues; address public requests; conduct field visits for various land development projects and provide conditions for approval; and provide cost estimates for various projects or off-site improvements.
- b. **Management Support Services.** Consultant will provide management support services to the Director of Public Works on an as needed basis. This includes, but is not limited to the following tasks: working alongside Director of Public Works to promote the goals of the City's Public Works Department; managing assigned staff in order to ensure that all assigned tasks are performed and completed in a timely manner; present and prepare weekly status reports for selected City Staff; monitor city projects and programs to ensure compliance; develop agenda items for presentation to the City Council; and, at the direction of the Director of Public Works, attend City meetings.
- c. **Transport Engineer Services.** Consultant will provide transportation engineering services which includes, but is not limited to, the following: managing transportation related issues that arise; responding to inquiries regarding transportation and traffic; and cooperating with City staff to accomplish Public Works goals.
- d. **Capital Improvement Program Administration.** Consultant will provide services related to the administration of the City's capital improvement program. This includes, but is 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 estimate for various projects to be included in the budget; review designs and provide technical comments; and monitor construction schedules.

The following is the anticipated/average contract hours for City Engineering and Traffic Engineering Services. These positions will be a combination of on-site and off-site hours to provide the requested City Engineering and Traffic Engineering services. The below hours are average and can be adjusted as needed:

- City Engineer - 8 hours per week
- Senior Associate Civil Engineer - 8 hours per week
- Traffic/Transportation Engineer/Analyst - 8 hours per week
- Associate Engineer - 24 hours per week

B. On-Call Capital Improvements Project Design, Project Management, Construction Management and Inspection, Federal/Labor Compliance Services

Prior to the initiation of these services, Consultant shall submit to the Contract Officer a work proposal, containing the rates, schedule, and proposed work associated with the work. Consultant will only begin these services with a work proposal and written approval by the Contract Officer.

- Scope and Fee will be based on each project's specifics and requirements and approved by the City.
- Fees will be in compliance with the ranges established by Caltrans/LAPM/Industry Standards, which are generally in the range of 7% to 12% for Design Phase Services and 10% to 15% for Construction Phase Services.
- Calculation of fees may be based on time and material and/or % complete basis of specific project tasks and/or calculated based on Transtech's current Standard Hourly Rates.
- When a project requires 3rd party specialty services, Transtech will obtain proposals and fees from 3rd party service providers. Transtech has long working relationship with various 3rd party specialty services providers, and depending on the specifics of a project and subject to costs and City's review and approval.

These services will include:

- a. Prepare project plans, bid specifications, and Notice Inviting Bids;
- b. Conduct pre-bid meetings;
- c. Respond to inquiries and prepare addendums to bid specifications as needed;
- d. Conduct bid opening and bid analysis;
- e. Prepare staff reports and other documents as may be needed for contract approval
- f. Perform construction management and inspection;
- g. Monitor labor compliance;
- h. Prepare contract change orders;
- i. Review project invoices for accuracy and contract compliance;
- j. Prepare staff reports and other documents as may be needed for project acceptance;
- k. Maintain all project documents and files on behalf of City;
- l. When applicable, work with City's grant administrator on grant-funded projects to prepare additional paperwork as necessary for grant compliance.

C. Plan Check Services.

Consultant will review building and development plans for conformance with the California Building, Electrical, Plumbing and Mechanical Codes (the "Codes"), the California Energy Standards, City ordinances and other requirements as set by City Departments, as well as arranging for reviews by other responsible agencies, as appropriate. Consultant shall provide all plan check comments in typed format for all initial and subsequent plan reviews.

D. Land Development Services.

Consultant will provide services relating to the administration of the City's land development program. Services pertaining to this function include, but are not limited to, coordinating the review of all land development projects; conducting land development inspections; setting development

conditions for the planning commission or the City Council's consideration; coordination of public improvements for various private developments; working closely with the planning staff to review the development projects and programs; coordinate and report all project approvals and schedules with the Public Works Director; and respond to the public's inquiries related to various engineering requirements for development projects.

EXHIBIT B – SCHEDULE OF COMPENSATION

Consultant shall perform the following tasks at the following rates:

	Services Provided	Annual Budget
A.	City Engineering and Traffic Engineering Services	\$345,280 (See below detailed breakdown)
B.	On-Call Capital Improvements Project Design, Project Management, Construction Management and Inspection, Federal/Labor Compliance Services	Per approved work proposal (See below detailed breakdown)
C.	Plan Check Services	Percentage of plan check fees collected (See below detailed breakdown)
D.	Land Development Services	Percentage of plan check fees collected (See below detailed breakdown)

A. City Engineering and Traffic Engineering Services Fee Breakdown

The following is the anticipated/average contract hours for City Engineering and Traffic Engineering Services. These positions will be a combination of on-site and off-site hours to provide the requested City Engineering and Traffic Engineering services. The below hours are average and can be adjusted as needed:

- City Engineer - 8 hours per week
- Senior Associate Civil Engineer - 8 hours per week
- Traffic/Transportation Engineer/Analyst - 8 hours per week
- Associate Engineer - 24 hours per week

Based on the above specified positions and hours, following is the fee breakdown. The proposed rates below are discounted special rates for the proposed positions with the specified hours.

Staff Classifications/Hrs/Rates/Billing Table	Special Billing Rate	Weekly Hours (Average)	Monthly Hours and Billing Averages		Annual Hours and Billing Averages	
			Monthly Hours	Monthly Billing Amount	Annual Hours	Annual Billing Amount
City Engineer <i>This is a discounted special rate applicable to this classification (even though standard hourly rate for City Engineer acting in the specified capacity is higher) when he/she serves in this capacity for the requested 8 hours/week average. (This service maybe provided in a combination of on-site and off-site depending on the work load and type of work needed. The on-site time, when needed, will be limited to max. 1 day a week.)</i>	\$170	8.0	34.7	\$5,893	416.0	\$70,720
Sr. Associate Civil Engineer <i>This is a discounted special rate applicable to this classification (even though standard hourly rate for Sr. Associate Civil Engineer acting in the specified capacity is higher) when he/she serves in this capacity for the requested 8 hours/week average. (This service will be mainly off-site. When needed on occasion, the service may include on-site time, when necessary.)</i>	\$150	8.0	34.7	\$5,200	416.0	\$62,400
Traffic and Transportation Engineer/Analyst <i>This is a special rate applicable to this classification (even though standard hourly rate for Traffic and Transportation Engineer/Analyst acting in the specified capacity is higher) when he/she serves in this capacity for the requested 8 hours/week average. (This service will be mainly off-site. When needed on occasion, the service may include on-site time, when necessary.)</i>	\$150	8.0	34.7	\$5,200	416.0	\$62,400
Associate Engineer <i>This is a special rate applicable to this classification (even though standard hourly rate for Associate Engineer acting in the specified capacity is higher) when he/she serves in this capacity for the requested 24 hours/week average. (This service will be mainly on-site. However, when feasible, some service hours maybe provided off-site depending on the work load and type of work needed.)</i>	\$120	24.0	104.0	\$12,480	1,248.0	\$149,760
Totals			208.0	\$28,773	2,496.0	\$345,280
			Monthly Hours and Billing Averages		Annual Hours and Billing Averages	
The above fees are increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers (“CPI-U”) for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic						

B. On-Call Capital Improvements Project Design, Project Management, Construction Management and Inspection, Federal/Labor Compliance Services Fee Breakdown

Prior to the initiation of these services, Consultant shall submit to the Contract Officer a work proposal, containing the rates, schedule, and proposed work associated with the work. Consultant will only begin these services with a work proposal and written approval by the Contract Officer.

- Scope and Fee will be based on each project's specifics and requirements and approved by the City.
- Fees will be in compliance with the ranges established by Caltrans/LAPM/Industry Standards, which are generally in the range of 7% to 12% for Design Phase Services and 10% to 15% for Construction Phase Services.
- Calculation of fees may be based on time and material and/or % complete basis of specific project tasks and/or calculated based on Transtech's current Standard Hourly Rates.

When a project requires 3rd party specialty services, Transtech will obtain proposals and fees from 3rd party service providers. Transtech has long working relationship with various 3rd party specialty services providers, and depending on the specifics of a project and subject to costs and City's review and approval.

C. Plan Check Services Fee Breakdown

Building Plan Reviews	
Percentage of the Plan Check Fees	65% of all plan check fees per City's Fee Resolution Scaled Permit Fee Table-Plan Check fees.
Additional reviews beyond 2 reviews	\$136/hr.
Electrical, Mechanical, Plumbing Plan Reviews	\$136/hr.
Minimum Plan Review Fee	\$271/hr.
Where no fees collected for plan check or permits, the hourly standard rates shall be applicable.	
The above fees are increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.	
All other services shall be per Transtech Schedule of Hourly Rates.	

D. Land Development Services Fee Breakdown

As part of the Land Development Services, consultant is to collect the fees associated with the plan checks. Consultant is to be reimbursed from said fees, with the Consultant receiving 70% of the fees, and the City receiving the remaining 30%. Where no fees collected for plan check or permits, the hourly standard rates shall be applicable.

Following is Transtech's fee schedule for all staff classifications:

TRANSTECH ENGINEERS, INC. SCHEDULE OF HOURLY RATES Effective: July 1, 2023 - June 30, 2024 Rates are average ranges, negotiable and can be adjusted to establish a fee for each assignment based on the specific project's scope, when such projects are identified by the City.	

ENGINEERING		CONSTRUCTION MANAGEMENT	
Field Technician	\$85 - \$95	Labor Compliance Analyst	\$145 - \$155
Engineering Technician	\$95 - \$105	Funds Coordinator	\$150 - \$160
Assistant CAD Drafter	\$105 - \$120	Office Engineer	\$145 - \$155
Senior CAD Drafter	\$120 - \$135	Construction Inspector	\$140 - \$150
Associate Designer	\$135 - \$150	Senior Construction Inspector	\$150 - \$160
Senior Designer	\$150 - \$165	Construction Manager	\$170 - \$185
Design Project Manager	\$190 - \$200	Resident Engineer	\$185 - \$200
Assistant Engineer	\$115 - \$125	PUBLIC WORKS INSPECTION	
Associate / Staff Engineer	\$145 - \$160	Public Works Inspector	\$140 - \$150
Senior Civil Engineer	\$200 - \$220	Senior Public Works Inspector	\$150 - \$160
Traffic Analyst Technician	\$100 - \$110	Supervising PW Inspector	\$160 - \$170
Associate Traffic Analyst	\$150 - \$160	SURVEY AND MAPPING	
Senior Traffic Analyst	\$160 - \$170	Survey Analyst	\$150 - \$155
Professional Transportation Planner	\$170 - \$185	Senior Survey Analyst	\$155 - \$160
Traffic Engineer Technician	\$95 - \$105	2-Man Survey Crew	\$345 - \$360
Associate/Staff Traffic Engineer	\$145 - \$160	Survey & Mapping Specialist	\$185 - \$200
Traffic Engineer	\$170 - \$185	Licensed Land Surveyor	\$210 - \$220
Senior Traffic Engineer	\$185 - \$205	FUNDING & GRANT WRITING	
Project Manager	\$185 - \$205	Funds Analyst	\$145 - \$150
Senior Project Manager	\$205 - \$220	Senior Funds Analyst	\$150 - \$160
Deputy City Engineer	\$170 - \$190	Grant Writer	\$165 - \$170
City Engineer	\$190 - \$205	Funds & Grant Project Manager	\$185 - \$195
Principal Engineer	\$205 - \$225	PLANNING	
BUILDING & SAFETY		Community Development Technician	\$80 - \$90
Permit Technician	\$75 - \$85	Planning Technician	\$90 - \$100
Plan Check Technician/Analyst/Supervisor	\$125 - \$140	Assistant Planner	\$100 - \$120
Building Inspector	\$115 - \$130	Associate Planner	\$120 - \$140
Senior Inspector	\$125 - \$140	Senior Planner	\$145 - \$165
Plans Examiner/Checker	\$140 - \$155	Planning Manager	\$170 - \$190
Plan Check Engineer	\$150 - \$170	ADMINISTRATIVE STAFF	
Deputy Building Official	\$160 - \$170	Administrative/Clerical	\$70 - \$80
Building Official	\$165 - \$180	Project Accountant	\$80 - \$90

The above fees are increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.

ATTACHMENT C

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

TRANSTECH ENGINEERS, INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
TRANSTECH ENGINEERS, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 28th day of November, 2023 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation (“City”) and TRANSTECH ENGINEERS, INC., a California corporation (“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 Two Million Five Hundred Thirty-Five Thousand Eight Hundred Forty Dollars (\$2,535,840.00) (the "Contract Sum"), and not exceed Eight Hundred Forty-Five Thousand Two Hundred Eighty (\$845,280.00) per fiscal year 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 three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, in its sole discretion, extend the Term for two (2) additional one-year terms.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

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

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. 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 \$500.00 (Five Hundred Dollars) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and

prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Rene Salas, City Manager

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

TRANSTECH ENGINEERS, INC., a California corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

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

SIGNER IS REPRESENTING:

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following Services:

- A. Management Support Services: The assigned City Engineer is expected to provide management support services to the Director of Public Works on an as needed basis. This includes, but is not limited to the following tasks: working alongside Director of Public Works to promote the goals of the City' s Public Works Department; managing assigned staff in order to ensure that all assigned tasks are performed and completed in a timely manner; present and prepare weekly status reports for selected City Staff, monitor city projects and programs to ensure compliance; develop agenda items for presentation to the City Council; and, at the direction of the Director of Public Works, attend City meetings.
- B. Administration of the City' s Capital Improvement Program: The assigned engineering staff shall provide services related to the administration of the City' s capital improvement program. This includes, but is 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 estimate for various projects to be included in the budget; review designs and provide technical comments; and monitor construction schedules.
- C. Administration of the City' s Land Development Program: The assigned engineering staff shall provide services relating to the administration of the City' s land development program. Services pertaining to this function include, but are not limited to, coordinating the review of all land development projects; setting development conditions for the planning commission or the City Council' s consideration; coordination of public improvements for various private developments; working closely with the planning staff to review the development projects and programs; coordinate and report all project approvals and schedules with the Public Works Director; and respond to the public' s inquiries related to various engineering requirements for development projects.
- D. Provide Transportation Engineering Services: The assigned engineering staff shall also provide transportation engineering services which includes, but is not limited to, the following: managing transportation related issues that arise; responding to inquiries regarding transportation and traffic; and cooperating with City staff to accomplish Public Works goals.
- E. General Civil Engineering Services and Functions: The assigned engineering staff is expected to provide general civil engineering services and functions, which includes, but is not limited to, the following: providing counter staff support and responding to inquiries at the engineering counter; issuing permits for various

approved land development projects performing work in the City' s public right-of-way; reviewing plans form utility companies and issuing utility permits; responding to contractors, engineers, or architects and providing various requested engineering information; responding to telephone inquiries from the general public and providing solutions to issues; address public requests; conduct field visits for various land development projects and provide conditions for approval; and provide cost estimates for various projects or off-site improvements.

- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
 - A. Status reports and studies due upon City's request.
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:**
 - A. Status reports due upon City's request.
- 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. Consultant shall use qualified and professional personnel to accomplish the Services.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

- I. Not Applicable

DRAFT

EXHIBIT “C”

SCHEDULE OF COMPENSATION

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

TRANSTECH ENGINEERS, INC. SCHEDULE OF HOURLY RATES Effective: July 1, 2023 - June 30, 2024		
Rates are average ranges, negotiable and can be adjusted to establish a fee for each assignment based on the specific project's scope, when such projects are identified by the City.		
ENGINEERING		
Field Technician	\$85 - \$95	
Engineering Technician	\$95 - \$105	
Assistant CAD Drafter	\$105 - \$120	
Senior CAD Drafter	\$120 - \$135	
Associate Designer	\$135 - \$150	
Senior Designer	\$150 - \$165	
Design Project Manager	\$190 - \$200	
Assistant Engineer	\$115 - \$125	
Associate / Staff Engineer	\$145 - \$160	
Senior Civil Engineer	\$200 - \$220	
Traffic Analyst Technician	\$100 - \$110	
Associate Traffic Analyst	\$150 - \$160	
Senior Traffic Analyst	\$160 - \$170	
Professional Transportation Planner	\$170 - \$185	
Traffic Engineer Technician	\$95 - \$105	
Associate/Staff Traffic Engineer	\$145 - \$160	
Traffic Engineer	\$170 - \$185	
Senior Traffic Engineer	\$185 - \$205	
Project Manager	\$185 - \$205	
Senior Project Manager	\$205 - \$220	
Deputy City Engineer	\$170 - \$190	
City Engineer	\$190 - \$205	
Principal Engineer	\$205 - \$225	
BUILDING & SAFETY		
Permit Technician	\$75 - \$85	
Plan Check Technician/Analyst/Supervisor	\$125 - \$140	
Building Inspector	\$115 - \$130	
Senior Inspector	\$125 - \$140	
Plans Examiner/Checker	\$140 - \$155	
Plan Check Engineer	\$150 - \$170	
Deputy Building Official	\$160 - \$170	
Building Official	\$165 - \$180	
CONSTRUCTION MANAGEMENT		
Labor Compliance Analyst	\$145 - \$155	
Funds Coordinator	\$150 - \$160	
Office Engineer	\$145 - \$155	
Construction Inspector	\$140 - \$150	
Senior Construction Inspector	\$150 - \$160	
Construction Manager	\$170 - \$185	
Resident Engineer	\$185 - \$200	
PUBLIC WORKS INSPECTION		
Public Works Inspector	\$140 - \$150	
Senior Public Works Inspector	\$150 - \$160	
Supervising PW Inspector	\$160 - \$170	
SURVEY AND MAPPING		
Survey Analyst	\$150 - \$155	
Senior Survey Analyst	\$155 - \$160	
2-Man Survey Crew	\$345 - \$360	
Survey & Mapping Specialist	\$185 - \$200	
Licensed Land Surveyor	\$210 - \$220	
FUNDING & GRANT WRITING		
Funds Analyst	\$145 - \$150	
Senior Funds Analyst	\$150 - \$160	
Grant Writer	\$165 - \$170	
Funds & Grant Project Manager	\$185 - \$195	
PLANNING		
Community Development Technician	\$80 - \$90	
Planning Technician	\$90 - \$100	
Assistant Planner	\$100 - \$120	
Associate Planner	\$120 - \$140	
Senior Planner	\$145 - \$165	
Planning Manager	\$170 - \$190	
ADMINISTRATIVE STAFF		
Administrative/Clerical	\$70 - \$80	
Project Accountant	\$80 - \$90	

The above fees are increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.

- 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 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. The Consultant is responsible for submitting written notice to the City upon the exhaustion of 85% of contractual funds**

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

Services to be performed on an “as-needed” basis or otherwise upon City’s request.

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

A. Status reports and studies due upon City’s request.

- 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.d.

DATE: November 28, 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 RESOLUTION NO. 23-110, APPROVING AMENDEMENT NO. 13 TO AGREEMENT ENP202110 WITH THE COUNTY OF LOS ANGELES FOR THE ELDERLY NUTRITION PROGRAM SERVICES

SUMMARY: The City's Elderly Nutrition Agreement Amendment No. 13 will allow the City to receive additional funding from the County, allocated supplemental California Department of Aging ("CDA") American Rescue Plan Act ("ARPA") funding, for Fiscal Year (FY) 2023-2024.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-110, approving Amendment No. 13 to the existing agreement Subaward Number ENP202110 with the County of Los Angeles; and
2. Authorize the City Manager or designee to execute the agreement.

FISCAL/FINANCIAL IMPACT: Amendment No. 13 will provide grant funding in an amount not-to-exceed \$317,600.00 for the FY 2023-24 Elderly Nutrition Program. This amendment adds an additional grant funding of \$9,600.00 from CDA ARPA, \$4,800.00 for congregate meals and \$4,800.00 for home - delivered meals. The General Fund's match on this additional funding is 12%, which is 3% lower than the 15% match required on the base contract.

DISCUSSION: The City has provided lunch meals for seniors over the age of 60 and disabled individuals through the Congregate Meals Program and Home Delivered Meals Program (collectively "Programs") for more than 20 years. The Elderly Nutrition Program is administered under the guidelines of the Federal Older Americans Act, which offers meals that meet USDA dietary guidelines and are offered at the Senior Center and to home-bound individuals. Although the programs do not require participants to pay for meals, a donation ranging between \$1.75 – \$3.00 per meal is appreciated.

The County contributes to the City's Elderly Nutrition Program Services, which offers lunch meals to seniors and provides an important opportunity for social contact and targets seniors most in need. The Congregate Meals Program serves meals in a group setting at the South El Monte Senior Center and meals are coordinated with other social services such as transportation, educational presentations, health screenings, and recreation and wellness programs. This valuable program not only delivers a daily nutritious meal, but also serves as a mechanism to check up on the client, thereby providing an additional safety inspection and furthering the ability for him or her to continue to age in place.

On October 13, 2020, the City Council approved an amendment ("Amendment No. 1") to the Agreement to allocate Coronavirus Aid, Relief, and Economic Security Act ("CARES") funding in the amount of \$79,000.00, to increase the baseline funding from \$209,000.00 to \$288,000.00 during Fiscal Year 2020-21 only.

On October 27, 2020, the City Council approved an amendment ("Amendment No. 2") to the Agreement to allocate CARES funding in the amount of \$21,000.00, to increase the baseline funding from \$288,000.00 to \$309,000.00 during FY 2020-21 only.

On November 10, 2020, the City Council approved an amendment ("Amendment No. 3") to the Agreement to allocate supplemental federal Coronavirus Aid, Relief, and Economic Security Act funding in the amount of \$95,000.00, to increase the baseline funding from \$309,000.00 to \$404,000.00 during Fiscal Year 2020-21 only.

On March 23, 2021, the City Council approved an amendment ("Amendment No. 4") to the Agreement to allocate supplemental California Department of Aging ("CDA") CARES funding in the amount of \$65,000.00, increasing the baseline funding from \$404,000.00 to \$469,000.00 during FY 2020-21 only.

On June 22, 2021, the City Council approved amendment ("Amendment No.5") to the Agreement to allocate Older Americans Act ("OAA") baseline funding in the amount of \$216,000.00 for the Elderly Nutrition Program during FY 2021-22 only.

On September 14, 2021, the City Council approved amendment ("Amendment No.6") to the Agreement to allocate supplemental CDA CARES funding in the amount of \$57,033.00, increasing the baseline funding from \$216,000.00 to \$273,033.00 during FY 2021-22 only.

On October 26, 2021, the City Council approved amendment ("Amendment No. 7") to the Agreement to extend the use of Families First Coronavirus Response Act funds from September 30, 2021 to December 31, 2021; and extend the use of CDA CARES funding from September 30, 2021 through June 30, 2022.

On February 22, 2022, the City Council approved amendment ("Amendment No. 8") to the Agreement to allocate supplemental CDA American Rescue Plan Act ("ARPA") funding in the amount of \$76,000.00 to increase the baseline funding from \$273,033.00 to \$349,033.00 for the Elderly Nutrition Program during FY 2021-22 only.

On April 26, 2022, the City Council approved amendment ("Amendment No. 9") to the Agreement to allocate supplemental CDA ARPA funding and a transfer of baseline funding from OAA Title III C2 to Title III C-1 in the amount of \$35,000.00, increasing the baseline funding from \$349,033.00 to \$384,033.00 during FY 2021-22 only.

On June 14, 2022, the City Council approved amendment ("Amendment No. 10") to the Agreement to allocate OAA baseline funding in the amount of \$308,000.00 and ARPA funding in the amount of \$176,000.00 during FY 2022-23 only.

On January 24, 2023, the City Council approved amendment ("Amendment No. 11") to the Agreement to allocate Home and Community Based Services (HCBS) Nutrition Infrastructure baseline funding in the amount of \$10,895.00 during FY 2022-23 only.

On June 13, 2023, the City Council approved amendment ("Amendment No. 12") to the Agreement to;(1) extend the term of the Agreement for one year commencing on July 1, 2023 through June 30, 2024; (2) allocated OAA baseline funding in the amount of \$308,00.00 as described above during FY 2023-24 only.

Currently, it is the intent of the parties to amend the Agreement to allocate OAA baseline funding in the amount of \$308,000.00 during FY 2023-24 only, as follows: (1) OAA Title III B (Supportive Services and Senior Centers) original baseline funding in the amount of \$1,000.00, (ii) OAA Title III C-1 (Nutrition Services) original baseline funding in the amount of \$286,000.00, and (iii) OAA Title III C-2 (Nutrition Services) original baseline funding in the amount of \$21,000.00. This funding will be reimbursed to the City in exchange for additional defined and contracted ENP Services to be provided by the City during Fiscal Year 2023-24.

Amendment No.13 would allow the City to receive additional funding from the County, allocated supplemental California Department of Aging ("CDA") America Rescue Plan Act ("ARPA") funding, in the amount of \$9,600.00 to increase the baseline funding from the \$308,000.00 to \$317,600.00 for the Elderly Nutrition Program during FY 2023-24 only.

ATTACHMENT(S):

- A. Resolution No. 23-110
- B. ENP Amendment No.13
- C. ENP Allocation Letter

ATTACHMENT A

RESOLUTION NO. 23-110

A RESOLUTION OF THE CITY OF SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 13 TO THE COUNTY OF LOS ANGELES AGING AND DISABILITIES DEPARTMENT AGREEMENT FOR THE ELDERLY NUTRITION PROGRAM SERVICES FOR FISCAL YEAR 2023-2024

WHEREAS, on June 23, 2020, the City Council approved an elderly nutrition program agreement with the County of Los Angeles through its Aging and Disabilities Department (“County”) for County funding of the City of South El Monte’s Elderly Nutrition Program (“Agreement”). The Agreement was for a one-year term commencing July 1, 2020 through June 30, 2021; and

WHEREAS, on October 13, 2020, the City Council approved an amendment (“Amendment No. 1”) to the Agreement to allocate Coronavirus Aid, Relief, and Economic Security Act Funding in the amount of \$79,000.00, to increase the baseline funding from \$209,000.00 to \$288,000.00 during Fiscal Year 2020-21 only; and

WHEREAS, on October 27, 2020, the City Council approved an amendment (“Amendment No. 2”) to the Agreement to allocate Coronavirus Aid, Relief, and Economic Security Act Funding in the amount of \$21,000.00, to increase the baseline funding from \$288,000.00 to \$309,000.00 during Fiscal Year 2020-21 only; and

WHEREAS, on November 10, 2020, the City Council approved an amendment (“Amendment No. 3”) to the Agreement to allocate Supplemental Federal Coronavirus Aid, Relief, and Economic Security Act Funding in the amount of \$95,000.00, to increase the baseline funding from \$309,000.00 to \$404,000.00 during Fiscal Year 2020-21 only; and

WHEREAS, on March 23, 2021, the City Council approved an amendment (“Amendment No. 4”) to the Agreement to allocate supplemental California Department of Aging (“CDA”) Coronavirus Aid, Relief, and Economic Security Act (“CARES”) funding in the amount of \$65,000.00, to increase the baseline funding from \$404,000.00 to \$469,000.00 during fiscal year 2020-21 only; and

WHEREAS, on June 22, 2021, the City Council approved amendment (“Amendment No. 5”) to the Agreement to allocate Older Americans Act (“OAA”) baseline funding in the amount of \$216,000.00 for the Elderly Nutrition Program during FY 2021-22 only; and

WHEREAS, on September 14, 2021, the City Council approved amendment (“Amendment No. 6”) to the Agreement to allocate supplemental California Department of Aging (“CDA”) Coronavirus Aid, Relief, and Economic Security Act (“CARES”) funding in the amount of \$57,033.00, to increase the baseline funding from \$216,000.00 to \$273,033.00 during fiscal year 2021-22 only; and

WHEREAS, on October 26, 2021, the City Council approved amendment (“Amendment No. 7”) to the Agreement extend the use of Families First Coronavirus Response Act (FFCRA) funds from September 30, 2021 through December 31, 2021; and extend the use of California Department of Aging (“CDA”) Coronavirus Aid, Relief, and Economic Security Act (“CARES”) funding from September 30, 2021 through June 30, 2022; and

WHEREAS, on February 22, 2022, the City Council approved amendment (“Amendment No. 8”) to the Agreement to allocate supplemental California Department of Aging (“CDA”) American Rescue Plan (“ARP”) funding in the amount of \$76,000, to increase the baseline funding from \$273,033.00 to \$349,033.00 during fiscal year 2021-22 only; and

WHEREAS, on April 26, 2022, the City approved amendment (“Amendment No. 9”) to the Agreement to allocate supplemental California Department of Aging (“CDA”) American Rescue Plan (“ARP”) funding and a transfer of baseline funding from Older Americans Act (OAA) Title III C2 to Title III C-1 in the amount of \$35,000.00, to increase the baseline funding from \$349,033.00 to \$384,033.00 during fiscal year 2021-22 only; and

WHEREAS, on June 14, 2022, the City approved amendment (“Amendment No. 10”) to the Agreement to allocate Older Americans Act (OAA) baseline funding in the amount of \$308,000.00 and American Rescue Plan Act (ARPA) funding in the amount of \$176,000.00 for the Elderly Nutrition Program during FY 2022-23 only; and

WHEREAS, on January 23, 2023, the City approved amendment (“Amendment No. 11”) to the Agreement to allocate Home and Community Based Services (HCBS) Nutrition Infrastructure (NI) baseline funding in the amount of \$10,895.00 for the Elderly Nutrition Program during FY 2022-23 only; and

WHEREAS, on June 13, 2023, the City approved amendment (“Amendment No. 12”) the Agreement to; (1) extend the term of the Agreement for one year commencing on July 1, 2023 through June 30, 2023; (2) allocate OAA baseline funding in the amount of \$308,000.00 for the Elderly Nutrition Program during FY 2033-24 only.

WHEREAS, the City and County determined that an amendment (“Amendment No. 13”) to the Agreement is necessary to allocate supplemental California Department of Aging (“CDA”) American Rescue Plan (“ARP”) funding in the amount of \$9,600.00, to increase the baseline funding from \$308,000.00 to \$317,600.00 for the Elderly Nutrition Program during FY 2023-24 only; and

WHEREAS, the City Council now desires to approve Amendment No. 13 to the Agreement to; (1) allocate supplemental California Department of Aging (“CDA”) American Rescue Plan (“ARP”) funding in the amount of \$9,600.00, to increase the baseline funding from \$308,000.00 to \$317,600.00 for the Elderly Nutrition Program, which shall be reimbursed to the City in exchange for additional defined and contracted ENP Title III B, Title III C-1 and C-2 Services to be provided by the City during FY 2023-24; (2) provide for the other changes set forth in Amendment No. 13, which is attached to the staff report accompanying this Resolution as Attachment C.

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

SECTION 1: The above recitals, and each of them, are true and correct.

SECTION 2: The City Council hereby authorizes and directs the City Manager or his designee to execute Amendment No. 13 in substantially the form attached as Attachment C to the November 28, 2023 staff report accompanying this Resolution, subject to the City Attorney’s office approval as to form. The Council further directs the City Manager or his designee to take all actions

necessary to effectuate Amendment No. 13.

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

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

Gloria Olmos, Mayor

ATTEST:

Donna Schwartz, City Clerk

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna Schwartz, City Clerk

ATTACHMENT B

**ELDERLY NUTRITION PROGRAM (ENP)
SUBAWARD NUMBER ENP202110
SUBAWARD PERIOD JULY 2020 – JUNE 2024**

AMENDMENT THIRTEEN

This Amendment is made and entered into by and between

**COUNTY OF LOS ANGELES THROUGH ITS
AGING AND DISABILITIES DEPARTMENT**

("County" or "AD")

County's Business Address

510 South Vermont Avenue, 11th Floor
Los Angeles, CA 90020

and

CITY OF SOUTH EL MONTE

("Contractor" or "Subrecipient")

Subrecipient's Business Address

1415 North Santa Anita Avenue
South El Monte, CA 91733

WHEREAS, reference is made to that certain document originally entitled "Elderly Nutrition Program (ENP) Subaward Number ENP202110 Subaward Period July 2020 – June 2021" dated July 1, 2020, which is renamed as "Elderly Nutrition Program (ENP) Subaward Number ENP202110 Subaward Period July 2020 – June 2024", and the Amendments thereto (hereafter collectively referred to as "Contract" or "Subaward"); and

WHEREAS, the parties hereto have previously entered into the above referenced Subaward for the purpose of providing Elderly Nutrition Program (ENP) Services, which include serving congregate meals and home-delivered meals as well as conducting telephone reassurance to the older adult population in Los Angeles County (excluding the City of Los Angeles); and

WHEREAS, County and Subrecipient recognize and agree that specific terms (including, but not limited to, Contract, Subaward, Contractor, Subrecipient, Subcontract, Lower Tier Subaward, Subcontractor and Lower Tier Subrecipient) are used interchangeably

throughout this Amendment in order to comply with Federal, State, and County regulations; and

WHEREAS, it is the intent of the parties to amend this Subaward to allocate California Department of Aging (CDA) American Rescue Plan Act (ARPA) funding in the amount of **\$4,800**, which will be reimbursed to Subrecipient in exchange for defined and contracted ENP Congregate Meal Services as specified herein to be provided by Subrecipient during Fiscal Year 2023-24; and

WHEREAS, it is the intent of the parties to also amend this Subaward to allocate CDA ARPA funding in the amount of **\$4,800**, which shall be reimbursed to Subrecipient in exchange for additional defined and contracted ENP Home-Delivered Meal Services as specified herein to be provided by Subrecipient during Fiscal Year 2023-24; and

WHEREAS, it is the intent of the parties to also amend this Subaward to provide for the other changes set forth herein; and

WHEREAS, the Subaward provides that changes to its terms may be made in the form of a written Amendment, which is formally approved and executed by the parties.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- I. This Amendment shall commence **upon execution by all parties.**
- II. Subparagraph 5.1.6 is deleted in its entirety and replaced as follows:

5.1.6 Subaward Sum Year 4 Funding Source(s)

5.1.6.1 The Subaward Sum Year 4 for this Subaward is comprised of monies which are identified by the funding source(s) or governing statute(s) listed below. The funding source(s) and governing statute(s) authorize County to use these monies to provide Program Services.

5.1.6.2 Older Americans Act (OAA) Title III B (Supportive Services and Senior Centers) original baseline funds

5.1.6.2.1 Subaward Sum: **\$1,000**

5.1.6.2.2 Service Area: Supervisorial District 1

Elderly Nutrition Program

Subaward Number ENP202110

Amendment Thirteen

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- 5.1.6.2.3 Period of Performance: July 1, 2023 – June 30, 2024
(consistent with California Department of Aging
contract number AP-2324-19)
- 5.1.6.2.4 Allocation Letter: Fiscal Year 2023-24 Baseline
Funding Allocation for Elderly Nutrition Program
Services
- 5.1.6.3 OAA Title III C-1 (Nutrition Services) original baseline funds
 - 5.1.6.3.1 Subaward Sum: **\$286,000**
 - 5.1.6.3.2 Service Area: Supervisorial District 1
 - 5.1.6.3.3 Period of Performance: July 1, 2023 – June 30, 2024
(consistent with California Department of Aging
contract number AP-2324-19)
 - 5.1.6.3.4 Allocation Letter: Fiscal Year 2023-24 Baseline
Funding Allocation for Elderly Nutrition Program
Services
- 5.1.6.4 OAA Title III C-2 (Nutrition Services) original baseline funds
 - 5.1.6.4.1 Subaward Sum: **\$21,000**
 - 5.1.6.4.2 Service Area: Supervisorial District 1
 - 5.1.6.4.3 Period of Performance: July 1, 2023 – June 30, 2024
(consistent with California Department of Aging
contract number AP-2324-19)
 - 5.1.6.4.4 Allocation Letter: Fiscal Year 2023-24 Baseline
Funding Allocation for Elderly Nutrition Program
Services
- 5.1.6.5 California Department of Aging (CDA) American Rescue Plan
Act (ARPA) funds for ENP Congregate Meal Services
 - 5.1.6.5.1 Subaward Sum: **\$4,800**
 - 5.1.6.5.2 Service Area: Supervisorial District 1

5.1.6.5.3 Period of Performance: July 1, 2023 – June 30, 2024
(consistent with California Department of Aging
contract number AP-2122-19, Amendment #3)

5.1.6.5.4 Allocation Letter: Fiscal Year 2023-24 California
Department of Aging American Rescue Plan Act
Funding Allocation for Elderly Nutrition Program
Services

5.1.6.6 CDA ARPA funds for ENP Home-Delivered Meal Services

5.1.6.6.1 Subaward Sum: **\$4,800**

5.1.6.6.2 Service Area: Supervisorial District 1

5.1.6.6.3 Period of Performance: July 1, 2023 – June 30, 2024
(consistent with California Department of Aging
contract number AP-2122-19, Amendment #3)

5.1.6.6.4 Allocation Letter: Fiscal Year 2023-24 California
Department of Aging American Rescue Plan Act
Funding Allocation for Elderly Nutrition Program
Services

IV Subparagraph 5.10.4 is deleted in its entirety and replaced as follows:

5.10.4 Federal Award Identification Number (FAIN)

5.10.4.1 July 1, 2020 – June 30, 2021: 2001CAOASS-00;
2001CAOACM-00; 2001CAOAHD-00; 2001CAOANS-00;
2001CACMC2-00; 2001CAHDC2-00; 2001CAHDC3-00;
SLT0198; 2001CASSC3-00; and 2001CAFCC3-00

5.10.4.2 July 1, 2021 – June 30, 2022: 2101CAOASS-01;
2101CAOACM-01; 2101CAOAHD-01; 2101CAOANS-01;
2001CAHDC2-00; 2001CAHDC3-00; 2001CASSC3-00;
2001CAFCC3-00; B-20-UW-06-0505; and 2101CASSC6-00

5.10.4.3 July 1, 2022 – June 30, 2023: 2201CAOASS-01;
2201CAOACM01; 22001CAOAHD-01;
2201CAOANS-01; SLFRP0137

5.10.4.4 July 1, 2023 – June 30, 2024: 2301CAOASS-01;

Elderly Nutrition Program

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2301CAOACM-01; 2301CAOAH-01; and 2301CAOANS-01;
2101CACM6-00; and 2101CAHD6-00

VI. Subparagraph 5.10.7 is deleted in its entirety and replaced as follows:

5.10.7 Amount of Federal Funds Obligated by this Action:

5.10.7.1 Original Subaward: \$209,000

5.10.7.2 Amendment One: \$79,000

5.10.7.2.1 Federal CARES Act Funds: \$15,000

5.10.7.2.2 CDA CARES Act Funds: \$64,000

5.10.7.3 Amendment Two: \$21,000

5.10.7.4 Amendment Three: \$95,000

5.10.7.5 Amendment Four: \$65,000

5.10.7.6 Amendment Five: \$516,000

5.10.7.7 Amendment Six: \$57,033

5.10.7.8 Amendment Seven: \$0

5.10.7.9 Amendment Eight: \$76,000

5.10.7.10 Amendment Nine: \$35,000

5.10.7.11 Amendment Ten: \$484,000

5.10.7.11.1 Baseline Funds: \$308,000

5.10.7.11.2 Federal ARPA Funds: \$176,000

5.10.7.12 Amendment Eleven: \$10,865

5.10.7.13 Amendment Twelve: \$308,000

5.10.7.14 Amendment Thirteen: \$9,600

Elderly Nutrition Program

Subaward Number ENP202110

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VII. Subparagraph 5.10.8 is deleted in its entirety and replaced as follows:

5.10.8 Total Amount of Federal Funds Obligated to Subrecipient (Subaward Sum):

5.10.8.1 Subaward Sum Year 1: \$469,000

5.10.8.2 Subaward Sum Year 2: \$384,033

5.10.8.3 Subaward Sum Year 3: \$494,865

5.10.8.4 Subaward Sum Year 4: \$317,600

VIII. Subparagraph 5.10.9 is deleted in its entirety and replaced as follows:

5.10.9 Total Amount of Federal Award (Maximum Subaward Sum): \$1,608,465 (FY 2020-21 Reallocation funds excluded)

VIII Subparagraph 5.10.10 is deleted in its entirety and replaced as follows:

5.10.10 Federal Award Project Description

5.10.10.1 July 1, 2020 - June 30, 2021: Federal Title IIIB 3BSL; Federal Title IIIC1 3C1L and NSIP C1 NC1L; Federal Title IIIC2 3C2L and NSIP C2 NC2L; Federal Title IIIC1 CRCM and Federal Title IIIC2 CRHD; CARES Title IIIC2 HDC3; and CARES Title IIIE FCC3

5.10.10.2 July 1, 2021 – June 30, 2022: Federal Title IIIB 3BSL; Federal Title IIIC1 3C1L and NSIP C1 NC1L; Federal Title IIIC2 3C2L and NSIP C2 NC2L; CARES Title IIIC2 HDC3; CARES Title IIIB SSC3; CARES Title IIIE FCC3; and ARP Tittle IIIB ARBL

5.10.10.3 July 1, 2022 – June 30, 2023: Federal Title IIIB 3BSL; Federal Title IIIC1 3C1L and NSIP C1 NC1L; Federal Title IIIC2 3C2L and NSIP C2 NC2L; and ARP Tittle IIIB ARBL

5.10.10.4 July 1, 2023 – June 30, 2024: Federal Title IIIB 3BSL; Federal Title IIIC1 3C1L; NSIP C1 NC1L, Federal Title IIIC2 3C2L; NSIP C2 NC2L; ARP Title IIIC1 AR1L; and ARP Title IIIC2 AR2L

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- IX. “Exhibit W1 (Budget) Amendment 13 {FY 2023-24 CDA ARPA Funding}” is added, is an addendum to "Exhibit W1 (Budget)" and is incorporated herein by reference.
- X. “Exhibit W2 (Budget) Amendment 13 {FY 2023-24 CDA ARPA Funding}” is added, is an addendum to "Exhibit W2 (Budget)" and is incorporated herein by reference.
- XI. “Exhibit X1 (Mandated Program Services) Amendment 13 {FY 2023-24 CDA ARPA Funding}” is added, is an addendum to "Exhibit X1 (Mandated Program Service)" and is incorporated herein by reference.
- XII. “Exhibit X2 (Mandated Program Services) Amendment 13 {FY 2023-24 CDA ARPA Funding}” is added, is an addendum to "Exhibit X2 (Mandated Program Services)" and is incorporated herein by reference.
- XIII. The "Fiscal Year 2023-24 California Department of Aging American Rescue Plan Act Funding Allocation for Elderly Nutrition Program Services" funding allocation letter is incorporated herein by reference.

All other terms and conditions of the Subaward will remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this **Amendment Thirteen** to be subscribed on its behalf by the Director of Aging and Disabilities

Department, and the Subrecipient has subscribed the same through its Authorized Representative. The Authorized Representative(s) signing on behalf of Subrecipient warrants under penalty of perjury that he or she is authorized to bind Subrecipient.

By _____

Dr. Laura Trejo, Director

Date

County of Los Angeles

Aging and Disabilities Department

SUBRECIPIENT

City of South El Monte

Subrecipient's Legal Name

ENP202110

Subaward Number

By _____

Name of Authorized

Date

Representative

Title

Approved as to Form:

Signature

OFFICE OF COUNTY COUNSEL

COUNTY OF LOS ANGELES

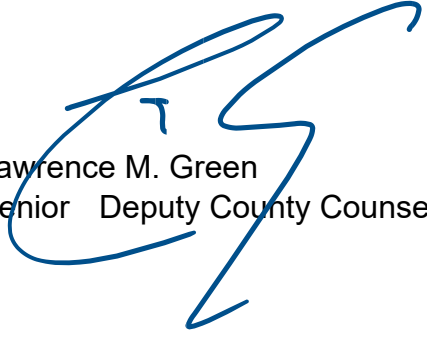
Name of Authorized Representative

By _____

Date

Dawyn R. Harrison, County Counsel By

Lawrence M. Green
Senior Deputy County Counsel



Title

Signature



BOARD OF SUPERVISORS

Access Line:

(888) 677-1199

Hilda L. Solis

November 8, 2023

Holly J. Mitchell

Lindsey P. Horvath

Janice Hahn

Kathryn Barger

City of South El Monte
 Attention: Mr. Rene Salas
 1415 North Santa Anita Avenue
 South El Monte, CA 91733

EXECUTIVE LEADERSHIP

Dr. Laura Trejo

Director

Lorenza C. Sánchez

Chief Deputy Director

Mia C. Atencio

Acting Administrative Deputy II

Anna Avdalyan

Assistant Director

Jerrell D. Griffin

Acting Assistant Director

Ivan Pacheco

Chief Information Officer

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510 S. Vermont Avenue

Los Angeles, CA 90020 [ad.lacounty.gov](mailto:info@ad.lacounty.gov)info@ad.lacounty.gov

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Report Elder Abuse:

(877) 477-3646

Community & Senior Centers:

(800) 689-8514

Disability Information &

**FISCAL YEAR 2023-24 CALIFORNIA DEPARTMENT OF
 AGING AMERICAN RESCUE PLAN ACT
 FUNDING ALLOCATION FOR ELDERLY NUTRITION
 PROGRAM SERVICES**

Dear Mr. Salas:

County of Los Angeles Aging and Disabilities Department (County) intends to amend City of South El Monte's (Subrecipient's) Elderly Nutrition Program (ENP) Subaward. The Subaward Amendment information is outlined below:

- Purpose: Subrecipient shall utilize California Department of Aging (CDA) American Rescue Plan Act (ARPA) funding to provide additional defined and contracted ENP Congregate and Home-Delivered Meal Services during FY 2023-24.
- Subaward Number: ENP202110
- Amendment Number: Thirteen
- Subaward Term: July 1, 2023 through June 30, 2024
- Service Area: Supervisorial District One
- Total Funding Allocation: \$ 9,600
- Period Funds available for use (Subject to execution of Amendment): July 1, 2023 – June 30, 2024
- Funding Source(s) and Service Category(ies) are as follows:



FY 2023-24 CDA ARPA Funding Allocation
 Elderly Nutrition Program
 City of South El Monte
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Funding Source	Service Category	Unit Rate	Allocation Amount
CDA ARPA	American Meals	\$7.92	\$4,800 ¹
	Ethnic Meals		
	Hot Meals	\$8.07	\$4,800 ²
	Frozen Meals	\$7.39	
	Emergency Meals	\$9.70	
CDA ARPA Funding			\$9,600
Baseline Funding (Refer to FY 2023-24 Baseline Funding Allocation Letter)			\$308,000
Subaward Sum Year 4 (SSY4) (CDA ARPA, and Baseline Funding)			\$317,600

¹⁻² Complete one (1) budget and one (1) MPS for each Allocation Amount.

If you have any questions, please contact Bernardo Franco of my staff by phone or e-mail as follows: (323) 449-5802 or bfranco@ad.lacounty.gov

Thank you.

Carol Domingo

Carol Domingo, Program Manager
Contracts Management Division



City Council Agenda Report

Agenda Item No. 7.e.

DATE: November 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Andres Gonzalez, Public Works Analyst

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

SUMMARY: Staff seeks City Council approval to publish a Request for Proposals (RFP) for Citywide Striping 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 Striping 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 cost of this project is included in the FY 2023/24 budget adopted by the City Council.

DISCUSSION: The purpose of the Request for Proposals for Striping Services is to ensure the visual integrity of street markings throughout the City of South El Monte. Roadway striping deteriorates throughout the year due to wear and tear from traffic and adverse weather conditions, and this affects the striping luminosity that is important for nighttime drivers and providing roadway delineation.

The City's striping 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 schedule a recurring ongoing citywide striping schedule to ensure proper maintenance. This maintenance is necessary to ensure safety and mobility for all roadway users.

Safety – National studies show that effective marking of roadways saves lives. Nearly 60 percent of fatalities on America's roadways result when motorists leaving their travel lanes, according to federal data. Well-maintained striping is an effective, cost-effective policy to improve public safety.

Mobility – Roadway striping also delineates the roadway. Centerlines and edge lines help

improve traffic flow by providing the roadway user a defined path of travel; consequently, they allow traffic to move more quickly and improve mobility throughout the roadway network.

The scope of work includes traffic striping of yellow centerlines, white edge lines, stop bars and legends, stop ahead legends, solid white and yellow lines, white direction arrows, and crosswalk stripes on public roadways. The City has not conducted a citywide street re-striping program in the last few years. During the current Fiscal Year 23-24, the striping program will focus only on the following main arterial areas in the city:

- Rush St.(West to East City Limits
- Merced Ave. (North of Rush to North City limits)
- Central Ave.(North city limit to Durfee)
- Garvey Ave (West to East City limits)
- Durfee Ave. (North City Limits to South City Limits)

Beginning in FY 24-25, the program will expand to a citywide striping program. The selected consultant will alternate their focus each year, with Group A including zones 1, 2, 3, and 5, and Group B consisting of zones 4, 6, 7, and 8. The main arterial areas will be included as needed in the annual rotation.

The RFP will seek proposals from qualified firms that can provide annual citywide repainting of traffic striping. The City intends to contract with the firm/team best suited to its needs. 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 the award of a Professional Services Agreement (PSA) for Citywide Striping Services. Funding earmarked for these services has been allocated within the approved FY 2023/24 budget by the City Council.

Staff is requesting City Council authorization to solicit bids for the Citywide Striping Services. The proposed maintenance services will ensure the visual integrity of street markings throughout the City to prevent traffic accidents and improve clarity for all roadway users. The RFP for Striping Services will be released on November 29, 2023 and responses to the RFP will be due by no later than January 10, 2024 by 2:00 p.m. The bidders list and a recommended consultant will be brought to the January 23, 2024 City Council meeting for approval.

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

ATTACHMENT(S):

A. RFP CITYWIDE STRIPING MAINTENANCE SERVICES

ATTACHMENT A

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

November 29, 2023



DELIVERY ADDRESS

City of South El Monte
City Clerk's Office
1415 Santa Anita Ave.
South El Monte, CA 91733
Attn: John Poehler,
Public Works Director

CONTACT INFORMATION FOR INQUIRIES

contact via e-mail only, no telephone calls

John Poehler
Director of Public Works
jpoehler@soelmonte.org

PROPOSAL DUE DATE

January 10, 2024, 2 pm

REQUIRED NUMBER OF PROPOSALS

One (1) hard copy and one (1) electronic
copy (pdf)

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Attachments:

Attachment A - Affidavit of Non-Collusion

Attachment B - Claims History

Attachment C - Sample Professional Services Agreement

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE CITYWIDE STRIPING 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 Striping Maintenance Services.**

Requirements for this RFP are enclosed.

In order to be considered in the selection process, interested parties shall submit one (1) hard copy and one (1) electronic copy (pdf) of their Proposals no later than 2 pm on January 10, 2024, to:

City of South El Monte
City Clerk's Office
1415 Santa Anita Ave.
South El Monte, CA 91733
Attn: John Poehler, Public Works Director

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

John Poehler
Director of Public Works
jpoehler@soelmonte.org

Late proposals will not be accepted.

Sincerely,

John Poehler
Director of Public Works
City of South El Monte

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

November 29, 2023

1. GENERAL INFORMATION

A. Community Profile

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

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

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

B. Overview

The City is requesting the services of a company to **Provide Citywide Striping Maintenance Services.**

2. PROJECT DESCRIPTION

The purpose of the Request for Proposals for Striping Services is to ensure the visual integrity of street markings throughout the City of South El Monte. Roadway striping deteriorates throughout the year due to wear and tear from traffic and adverse weather conditions, and this affects the striping luminosity that is important for nighttime drivers and providing roadway delineation.

The City’s striping 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 schedule a recurring ongoing citywide striping schedule to ensure proper

maintenance. This maintenance is necessary to ensure safety and mobility for all roadway users.

Safety – National studies show that effective marking of roadways saves lives. Nearly 60 percent of fatalities on America’s roadways result when motorists leaving their travel lanes, according to federal data. Well-maintained striping is an effective, cost-effective policy to improve public safety.

Mobility – Roadway striping also delineates the roadway. Centerlines and edge lines help improve traffic flow by providing the roadway user a defined path of travel; consequently, they allow traffic to move more quickly and improve mobility throughout the roadway network.

Beginning in FY 24-24, the program will expand to a citywide stripping program. The selected consultant will alternate their focus each year, with Group A including zones 1, 2, 3, and 5, and Group B consisting of zones 4, 6, 7, and 8. The main arterial areas will be included as needed in the annual rotation. See Attachment D – Citywide Striping Maintenance Zones.

3. RFP SCHEDULE

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

Request for Proposals Posted and Issued	November 29, 2023
Deadline for Receipt of Questions	December 14, 2023, 4 pm
Addendum (if necessary) to Respond to Questions	December 20, 2023
Deadline for Receipt of Proposals (RFP Due Date)	January 10, 2024, 2 pm
Evaluation of proposals	January 2024
Final Consultant Selection	January 2024
Contract Awarded by City Council	January/February 2024
Contract Execution	February 2024
Notice to Proceed	February/March 2024

4. SCOPE OF SERVICES

The scope of work includes traffic striping of yellow centerlines, white edge lines, stop bars and legends, stop ahead legends, solid white and yellow lines, white direction arrows, and crosswalk stripes on public roadways. The City has not conducted a

citywide street re-striping program in the last few years. During the current Fiscal Year 23-24, the striping program will focus only on the following main arterial areas in the City:

- Rush St.(West to East City Limits)
- Merced Ave. (North of Rush to North City limits)
- Central Ave.(North city limit to Durfee)
- Garvey Ave (West to East City limits)
- Durfee Ave. (North City Limits to South City Limits)

The contract will be used on an as needed basis, and in general, involves work related to pavement markings and striping. This includes the following items of work: pavement striping, pavement marking, pedestrian and traffic control, placement of temporary no parking signs, and other associated work.

The usages of the services are on an as-needed basis, so if the demand is not there, then the services will not be requested. There is no guarantee for work.

A. General. The Work shall comply in all aspects with the latest edition of the California Manual on Uniform Traffic Control Devices and Caltrans Standard Plans and Standard Specifications. The Standard Specifications issued by the State of California, Department of Transportation will hereinafter be referred to as "Standard Specifications", "State Standard Specifications", or "Caltrans Standard Specifications".

The quantities in bid schedule are estimate of the quantities of work to be done and materials to be furnished, and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work that may be deemed necessary or expedient to the Engineer.

Quantities shall be determined by the Contractor from plans and specifications, and /or pre-construction meeting and walk - through. Any discrepancy or conflict shall be reported to the Project Manager. Contractor shall be held responsible for any discrepancies or conflicts not reported to the Project Manager seventy-two (72) hours prior to the bid opening.

The basis of award of contract shall be by the City for the lowest and best bid that will best serve the City's need. The contract shall be awarded with the entire project based bid, not including add alternates, depending on available funding.

The City reserves the right to reject any, any portion, or all bids.

1. Removal of Striping, Markings, and Reflectors

a. Method of Measurement

Removal of striping or standard Details will be measured per linear foot (LF) along the line of the traffic stripe or standard Detail, without deductions for gaps in broken traffic stripes. For traffic stripe details requiring multiple lines, the composite section will count

as a lineal foot of striping for payment, not the total length of the individual component lines. For standard Details that contain a mix of striping and reflectors, the cost to remove reflectors shall be included in the removal. Measurement will be performed in the field by the Contractor upon completion and checked by the Engineer.

Removal of any type of pavement marking will be measured per square foot (SF) removed. The quantity of square footage for specific pavement markings shall be what is indicated in the most recent version of the Caltrans Standard Plans.

b. Payment

The contract unit price paid per linear foot or square foot for removal of striping, markings and reflectors shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work for removal, providing storage and disposal of removed material, and for providing personnel protective equipment, training, air monitoring, and medical surveillance and incidentals, as described in the "Remove Yellow Traffic Stripe and Payment Marking" technical requirement section of this project manual, and as directed by the Engineer, and no additional or separate compensation will be made thereof.

Full compensation for removal and disposal of raised pavement markers, white thermoplastic striping, and white thermoplastic markings shall be considered as included in the contract unit price paid for "Remove Striping and Markings" and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing the work involved removing and disposal of materials, and no separate payment will be made thereof.

The contract unit price shall include full compensation for mobilization as described in the "Mobilization" Technical Requirement section of this project manual and no additional compensation will be allowed thereof. Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing the work involved in the procurement, setup and maintenance of the staging area shall be considered as included as part of "Mobilization".

The contract unit price shall include full compensation for pedestrian and traffic control. Work associated with pedestrian and traffic control shall include all planning, drafting of plans, costs for labor, materials, equipment and incidentals necessary to provide construction area signs, temporary traffic control including, but not limited to, lane closures and rerouting and other measures to control and maintain traffic during daily operations. Flaggers are a requirement of pedestrian and traffic control. Full compensation for traffic control systems include all costs to maintain traffic by placing and removing temporary signs, striping, flaggers, cones, barricades, etc., as specified in the Standard Specifications of the State of California, as described in the "Traffic and Pedestrian Control" technical requirement section of this project manual, and as directed by the Engineer, and no additional compensation will be allowed thereof.

The contract unit price shall include full compensation for providing a written work plan and for doing all the work involved in preparing the Lead Compliance Plan including paying the Certified Industrial Hygienist, as described in the "Remove Yellow Traffic Stripe and Pavement Markings" section of this project manual, and no separate payment will be made thereof.

2. Painting of Striping and Markings

a. Method of Measurement

Painting of striping or standard Details will be measured per linear foot (LF) along the line of the traffic stripe or standard Detail, without deductions for gaps in broken traffic stripes. For traffic stripe details requiring multiple lines, the composite section will count as a lineal foot of striping for payment, not the total length of the individual component lines. For standard Details that contain a mix of striping and reflectors, the cost to install reflectors shall be included in the painting. Measurement will be performed in the field by the Contractor upon completion and checked by the Engineer.

Painting of Parking T's or L's will be measured per each (EA) installation. Measurement will be performed in the field by the Contractor upon completion and checked by the Engineer.

Painting of any type of pavement marking (aside from Parking T's or L's) will be measured per square foot (SF) painted. The quantity of square footage for specific pavement markings shall be what is indicated in the most recent version of the Caltrans Standard Plans.

b. Payment

The contract unit price paid per linear foot, each, or square foot for painting of striping and markings shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying thermoplastic traffic stripes, pavement markers, complete in place, including any necessary cat tracks, dribble lines, alignment for stripes, layout work and temporary traffic stripes and pavement markers, as shown on the plans, as specified in the Technical Specifications section "Traffic Stripes, Pavement Markers and Marking," and as directed by the Engineer and no additional compensation will be made thereof. Payment for thermoplastic striping and markings shall be paid as part of this bid item.

The contract unit price shall include full compensation for mobilization as described in the "Mobilization" Technical Requirement section of this project manual and no additional compensation will be allowed thereof. Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing the work involved in the procurement, setup and maintenance of the staging area shall be considered as included as part of "Mobilization".

The contract unit price shall include full compensation for pedestrian and traffic control. Work associated with pedestrian and traffic control shall include all planning, drafting of plans, costs for labor, materials, equipment and incidentals necessary to provide

construction area signs, temporary traffic control including, but not limited to, lane closures and rerouting and other measures to control and maintain traffic during daily operations. Flaggers are a requirement of pedestrian and traffic control. Full compensation for traffic control systems include all costs to maintain traffic by placing and removing temporary signs, striping, flaggers, cones, barricades, etc., as specified in the Standard Specifications of the State of California, as described in the "Traffic and Pedestrian Control" technical requirement section of this project manual, and as directed by the Engineer, and no additional compensation will be allowed thereof.

3. Installation of Thermoplastic Striping and Markings

a. Method of Measurement

Installation of striping or standard Details will be measured per linear foot (LF) along the line of the traffic stripe or standard Detail, without deductions for gaps in broken traffic stripes. For traffic stripe details requiring multiple lines, the composite section will count as a lineal foot of striping for payment, not the total length of the individual component lines. For standard Details that contain a mix of striping and reflectors (and/or markers), the cost to install reflectors and/or markers shall be included in the installation. Measurement will be performed in the field by the Contractor upon completion and checked by the Engineer.

Installation of Parking T's or L's will be measured per each (EA) installation. Measurement will be performed in the field by the Contractor upon completion and checked by the Engineer.

Installation of any type of pavement marking (aside from Parking T's or L's) will be measured per square foot (SF) installed. The quantity of square footage for specific pavement markings shall be what is indicated in the most recent version of the Caltrans Standard Plans.

a. Payment

The contract unit price paid per linear foot, each, or square foot for installation of striping and markings shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying thermoplastic traffic stripes, pavement markers, complete in place, including any necessary cat tracks, dribble lines, alignment for stripes, layout work and temporary traffic stripes and pavement markers, as shown on the plans, as specified in the Technical Specifications section "Traffic Stripes, Pavement Markers and Marking," and as directed by the Engineer and no additional compensation will be made thereof. Payment for thermoplastic striping and markings shall be paid as part of this bid item.

The contract unit price shall include full compensation for mobilization as described in the "Mobilization" Technical Requirement section of this project manual and no additional compensation will be allowed thereof. Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing the work involved in the procurement, setup and maintenance of the staging area shall be considered as included as part of "Mobilization".

The contract unit price shall include full compensation for pedestrian and traffic control. Work associated with pedestrian and traffic control shall include all planning, drafting of plans, costs for labor, materials, equipment and incidentals necessary to provide construction area signs, temporary traffic control including, but not limited to, lane closures and rerouting and other measures to control and maintain traffic during daily operations. Flaggers are a requirement of pedestrian and traffic control. Full compensation for traffic control systems include all costs to maintain traffic by placing and removing temporary signs, striping, flaggers, cones, barricades, etc., as specified in the Standard Specifications of the State of California, as described in the "Traffic and Pedestrian Control" technical requirement section of this project manual, and as directed by the Engineer, and no additional compensation will be allowed thereof.

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.	25
Project understanding, scope and approach to develop the project efficiently.	25
Experience and Qualifications of Key Staff.	25
Similar Project Experience	25
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. 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 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
- Attachment C – Sample Professional Services Agreement
- Attachment D – Citywide Striping Maintenance Zones

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.

Notes:

1. Blank white cells in the "UNIT COST" columns are to be filled out by the Contractor.
2. For standard "Detail" striping, all Unit Costs shall include the labor and materials for reflective markers, when appropriate.

Bid Item #	Item Description	Unit	Unit Cost¹
1	Removal of Striping, Markings, and Reflectors		
1.01	Pavement Marking	SF	
1.02	12" Wide Stripe	LF	
1.03	8" Wide Stripe	LF	
1.04	6" Wide Stripe	LF	
1.05	4" Wide Stripe	LF	
1.06	Detail 2 - Yellow Centerline	LF	
1.07	Detail 9 - Lane Line	LF	
1.08	Detail 21 - No Passing Zones	LF	
1.09	Detail 22 - No Passing Zones	LF	
1.10	Detail 23 - No Passing Zones Markers	LF	
1.11	Detail 24 - Left Edge Line	LF	
1.12	Detail 25 - Left Edge Line	LF	
1.13	Detail 25A - Left Edge Line	LF	
1.14	Detail 27B - Right Edge Line	LF	
1.15	Detail 27C - Right Edge Line Extension	LF	
1.16	Detail 28 - Median Islands	LF	
1.17	Detail 29 - Median Islands	LF	
1.18	Detail 32 - Two-way Left-Turn Lane	LF	
1.19	Detail 36 - Exit Ramp Neutral Area	LF	
1.20	Detail 36B - Entrance Ramp Neutral Area	LF	
1.21	Detail 37B - Lane Drop Markings	LF	

Bid Item #	Item Description	Unit	Unit Cost¹
1.22	Detail 38 - Channelization Line	LF	
1.23	Detail 39 - Bike Lane (Non-Skid)	LF	
1.24	Detail 39A - Bike Lane Intersection Line (Non-Skid)	LF	
1.25	Detail 40 - Lane Line Extension	LF	
1.26	Detail 40A - Alternate to Detail 40	LF	
1.27	Detail 41 - Centerline Extension	LF	
1.28	Detail 41A - Alternate to Detail 41	LF	
2	Painting of Striping and Markings²		
2.01	Curb Painting	LF	
2.02	Parking T's or L's	EA	
2.03	Bike Lane Markings & Arrows (Non-Skid)	SF	
2.04	Pavement Marking	SF	
2.05	12" Wide Stripe	LF	
2.06	8" Wide Stripe	LF	
2.07	6" Wide Stripe	LF	
2.08	4" Wide Stripe	LF	
2.09	Detail 2 - Yellow Centerline	LF	
2.10	Detail 9 - Lane Line	LF	
2.11	Detail 21 - No Passing Zones	LF	
2.12	Detail 22 - No Passing Zones	LF	
2.13	Detail 23 - No Passing Zones Markers	LF	
2.14	Detail 24 - Left Edge Line	LF	
2.15	Detail 25 - Left Edge Line	LF	
2.16	Detail 25A - Left Edge Line	LF	
2.17	Detail 27B - Right Edge Line	LF	

Bid Item #	Item Description	Unit	Unit Cost¹
2.18	Detail 27C - Right Edge Line Extension	LF	
2.19	Detail 28 - Median Islands	LF	
2.20	Detail 29 - Median Islands	LF	
2.21	Detail 32 - Two-way Left-Turn Lane	LF	
2.22	Detail 36 - Exit Ramp Neutral Area	LF	
2.23	Detail 36B - Entrance Ramp Neutral Area	LF	
2.24	Detail 37B - Lane Drop Markings	LF	
2.25	Detail 38 - Channelization Line	LF	
2.26	Detail 39 - Bike Lane (Non-Skid)	LF	
2.27	Detail 39A - Bike Lane Intersection Line (Non-Skid)	LF	
2.28	Detail 40 - Lane Line Extension	LF	
2.29	Detail 40A - Alternate to Detail 40	LF	
2.30	Detail 41 - Centerline Extension	LF	
2.31	Detail 41A - Alternate to Detail 41	LF	
3	Installation of Thermoplastic Striping and Markings²		
3.01	Install Blue Marker for Fire Hydrants	EA	
3.02	Parking T's or L's	EA	
3.03	Bike Lane Markings & Arrows (Non-Skid)	SF	
3.04	Pavement Marking	SF	
3.05	12" Wide Stripe	LF	
3.06	8" Wide Stripe	LF	
3.07	6" Wide Stripe	LF	
3.08	4" Wide Stripe	LF	
3.09	Detail 2 - Yellow Centerline	LF	

Bid Item #	Item Description	Unit	Unit Cost¹
3.10	Detail 9 - Lane Line	LF	
3.11	Detail 21 - No Passing Zones	LF	
3.12	Detail 22 - No Passing Zones	LF	
3.13	Detail 23 - No Passing Zones Markers	LF	
3.14	Detail 24 - Left Edge Line	LF	
3.15	Detail 25 - Left Edge Line	LF	
3.16	Detail 25A - Left Edge Line	LF	
3.17	Detail 27B - Right Edge Line	LF	
3.18	Detail 27C - Right Edge Line Extension	LF	
3.19	Detail 28 - Median Islands	LF	
3.20	Detail 29 - Median Islands	LF	
3.21	Detail 32 - Two-way Left-Turn Lane	LF	
3.22	Detail 36 - Exit Ramp Neutral Area	LF	
3.23	Detail 36B - Entrance Ramp Neutral Area	LF	
3.24	Detail 37B - Lane Drop Markings	LF	
3.25	Detail 38 - Channelization Line	LF	
3.26	Detail 39 - Bike Lane (Non-Skid)	LF	
3.27	Detail 39A - Bike Lane Intersection Line (Non-Skid)	LF	
3.28	Detail 40 - Lane Line Extension	LF	
3.29	Detail 40A - Alternate to Detail 40	LF	
3.30	Detail 41 - Centerline Extension	LF	
3.31	Detail 41A - Alternate to Detail 41	LF	

13. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

John Poehler
Director of Public Works
jpoehler@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, 1 bound copy and 1 pdf file on thumb drive.
Please indicate on the Proposal Cover:
**TECHNICAL PROPOSAL
TO PROVIDE CITYWIDE STRIPING MAINTENANCE SERVICES**
- **Envelope 2:** Fee Proposal, 1 bound copy and 1 pdf file on thumb drive.
Please indicate on the Proposal Cover:
**FEE PROPOSAL
TO PROVIDE CITYWIDE STRIPING MAINTENANCE SERVICES**

Proposal submittal due date is:

January 10, 2024, 2 pm

Proposals shall be addressed to:

City of South El Monte
City Clerk's Office
1415 Santa Anita Ave.
South El Monte, CA 91733
Attn: John Poehler, Public Works Director

Late proposals will not be accepted.

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.

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 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 _____, 2024 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: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 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 document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐
☐
☐
☐
☐
☐

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

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

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 appraised 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 ~~strikethrough~~ 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	_____	_____

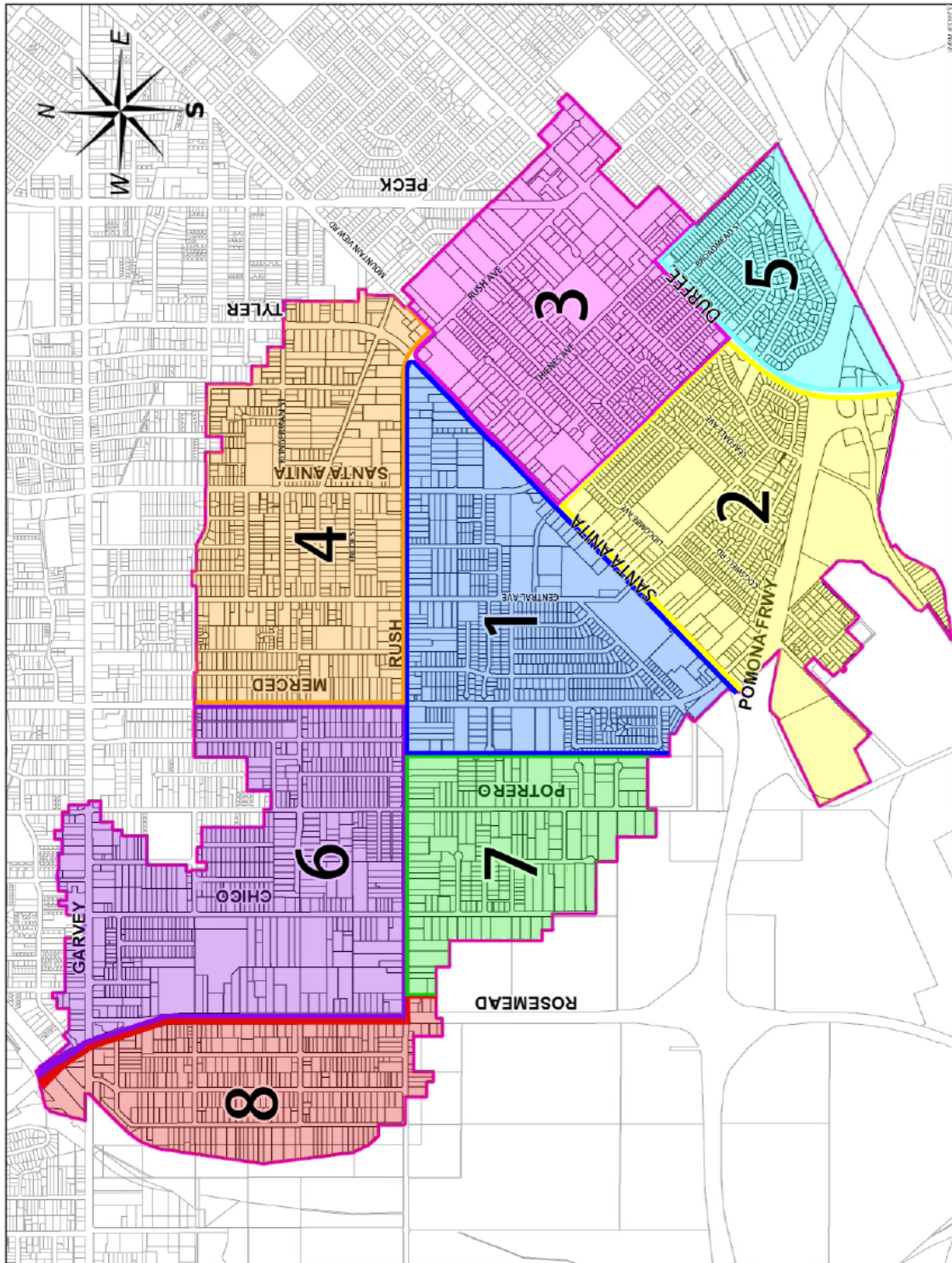
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**

- A.
- B.
- C.

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

ATTACHMENT D

CITYWIDE STRIPING MAINTENANCE ZONES





City Council Agenda Report

Agenda Item No. 7.f.

DATE: November 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: City Attorney

SUBJECT: ADOPTION OF ORDINANCE NO. 1270 TO AMEND
SIDEWALK VENDING REGULATIONS SET FORTH IN SOUTH
EL MONTE MUNICIPAL CODE CHAPTER 5.09

SUMMARY: On November 14, 2023, the City Attorney's Office and City staff proposed certain amendments to South El Monte Municipal Code ("SEMMC") Chapter 5.09, "Sidewalk Vending" to the City Council. Following the City Attorney's Office and City Staff's presentation, the City Council unanimously approved the first reading of Ordinance No. 1270.

RECOMMENDED ACTION: That the City Council:

1. Waive second reading and adopt Ordinance No. 1270, Amending Chapter 5.09 of Title 5 of the South El Monte Municipal Code Thereby Amending the City's Sidewalk Vending Regulations in relation to Requirements when Vending, Including Required Distances between Vendors, Keeping Sidewalks Clear of Obstructions and Cooking Waste, Restrictions on Cooking without Required LA County Health Permit, and Documents Required while Vending."

FISCAL/FINANCIAL IMPACT: None at this time.

DISCUSSION: Senate Bill 946, passed in September 2018, limits the City's authority to regulate sidewalk food vendors by: (1) limiting punishment of local code violations to administrative fines and (2) loosening Health & Safety Code requirements as they apply to sidewalk food vendors. Ordinance No. 1270 amends Chapter 5.09 of the SEMMC to address changes under SB 946, including permitting the City to impound sidewalk food vendors operating in violation of Los Angeles County Department of Health regulations. If adopted, Ordinance No. 1270 will allow City staff to better administer sidewalk vending regulations in a more effective and efficient manner and protect the general health, safety, and welfare of City residents.

Ordinance No. 1270 was introduced for first reading by City Council by unanimous approval at its regular meeting on November 14, 2023. The Ordinance is provided as Attachment 1 to this report.

ATTACHMENT(S):

- A. Ord No. 1270 Amending Sidewalk Vending Chapter

ORDINANCE NO. 1270

AN ORDINANCE OF THE SOUTH EL MONTE CITY COUNCIL AMENDING CHAPTER 5.09 OF TITLE 5 OF THE SOUTH EL MONTE MUNICIPAL CODE THEREBY AMENDING THE CITY'S SIDEWALK VENDING REGULATIONS IN RELATION TO REQUIREMENTS WHEN VENDING, INCLUDING REQUIRED DISTANCE BETWEEN VENDORS, KEEPING SIDEWALKS CLEAR OF OBSTRUCTIONS AND COOKING WASTE, RESTRICTIONS ON COOKING WITHOUT REQUIRED LA COUNTY HEALTH PERMIT, AND DOCUMENTS REQUIRED WHILE VENDING

WHEREAS, the California State Legislature passed SB 946 in September 2018, which largely decriminalized sidewalk vending, except for sidewalk food vending. Under SB 946, local agencies still retain the authority to pass ordinances regulating certain aspects of sidewalk vending, such as time, place, and manner of vending in sensitive areas, but local agencies are prohibited from banning sidewalk vending altogether; and

WHEREAS, in January 2019, the South El Monte City Council ("City Council") passed and approved Ordinance No. 1233 in response to SB 946, adopting South El Monte Municipal Code ("SEMMC") Chapter 5.09 "Sidewalk Vending" to regulate sidewalk vendors operating within South El Monte, maximize local regulations of sidewalk vendors permitted under SB 946, and comply with the new limitations under state law; and

WHEREAS, the California State Legislature passed SB 972 in September 2022, which largely decriminalized sidewalk food vending in a similar manner as SB 946. The bill limited the City's authority to regulate sidewalk food vendors by: (1) limiting punishment of local code violations to administrative fines and (2) loosening Health & Safety Code requirements as they apply to sidewalk food vendors; and

WHEREAS, the presence of sidewalk vendors on public sidewalks presents challenges to keeping sidewalks clear of obstructions and easily accessible to pedestrians and vehicles, as required by the SEMMC, state law, and federal law, caused by overcrowding, oversized vending equipment, oversized vending signage, garbage, waste, oil, and grease; and

WHEREAS, the City has encountered various challenges in administering and enforcing its sidewalk vendor regulations, as many sidewalk vendors do not carry personal identification on their persons while vending, making it difficult for enforcement officers to cite vendors operating in violation of the SEMMC; and

WHEREAS, the City additionally desires to update its sidewalk vending regulations in order to address changes in state law under SB 946, including permitting the City to impound sidewalk food vendors operating in violation of Los Angeles County Department of Health regulations; and

WHEREAS, the City Council now desires to amend its sidewalk vending regulations provided in Chapter 5.09 of Title 5 of the SEMMC ("Chapter 5.09") so that the City is better able to administer thereof and increase protections of the general health, safety, and welfare of City residents.

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 Regulation 15061(b)(3). 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 sidewalk vending regulations in order to increase protections of the general health, safety, and welfare of City residents and improve administration of the City’s sidewalk vending regulations. 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.

SECTION 3. Amendment to Section 5.09.090 “Operating Requirements,” of Chapter 5.09 “Sidewalk Vending,” of Title 5 “Business Taxes, Licenses, and Regulations,” of the SEMMC. Section 5.09.090 of Chapter 3.09 is hereby amended as follows (~~striketroughs~~ represent deletions and double underline represent additions):

“5.09.090 Operating requirements.

Sidewalk vendors shall comply with the following:

A. No sidewalk vendor shall vend in the following locations:

1. Within fifteen feet of any street intersection.
2. Within fifteen feet of any fire hydrant, fire call box, or other emergency facility.
3. Within ten feet of any curb which has been designated as white, yellow, green, blue, or red zone, or a bus zone.
4. Within ten feet of any driveway or driveway apron.
5. Upon or within any roadway, median strip, or dividing section.
6. Within five hundred feet of a permitted certified farmers’ market, a swap meet, or an area designated for a temporary special permit. This prohibition shall be limited to the operating hours of the farmers’ market or swap meet, or the limited duration of the temporary special permit.
7. In any city parking lot.
8. On private property without the consent of the property owner.
9. Within ~~two~~ five hundred feet of another vendor.

B. No sidewalk vendor shall vend to customers in moving operating vehicles, or in a manner that blocks or obstructs the free movement of pedestrians or vehicles. Sidewalk vendors must at all times provide a clearance of not less than three feet on all sidewalks or pedestrian areas so as to enable persons to freely pass while walking, running, or using mobility assistance devices. Sidewalk vendors may not encourage, direct, or allow customers to congregate in a manner which obstructs the free movement of pedestrians or vehicles, and/or does not provide a clearance of not less than three feet on all sidewalks or pedestrian areas.

C. Sidewalk vending is permitted between the hours of eight a.m. and ten p.m. daily, except as follows:

1. In residential areas, sidewalk vending shall be permitted between the hours of nine a.m. and six p.m.
2. In nonresidential areas, the limit on hours of operation shall not be more restrictive than the hours of operation of other businesses or uses on the same street.
3. In city parks, sidewalk vending shall be permitted only during hours open to the public.

D. Stationary sidewalk vendors shall not vend in areas that are zoned exclusively residential.

E. Stationary sidewalk vendors shall not vend at any park where the park operator has an agreement for concessions that exclusively permits the sale of food or merchandise by a concessionaire.

F. Sidewalk vendors shall provide a trash receptacle for customers and shall ensure proper disposal of customer trash. Vendors are prohibited from depositing or leaving waste on public property or in a place that might result in injury to any person, including but not limited to rubbish, garbage, food waste, paper, empty containers, and other waste items, including cooking waste such as oil and grease. Prior to leaving any vending location, the sidewalk vendor shall pick up, remove, and dispose of all trash generated by the vending operations or the vendor's customers within a fifteen foot radius of the vending location.

G. Vendors of food or food products shall possess and display in plain view on the vending cart all applicable permits from Los Angeles County department of public health, including a valid and current mobile food facility permit.

H. Sidewalk vendors shall possess, at all times while vending, a valid permit issued pursuant to this chapter, as well as any other permit or license required by the city and any other appropriate governmental agency.

I. Sidewalk vendors shall possess, at all times while vending, a valid form of photo identification. Valid forms of photo identification include, but are not limited to, a driver's license, a student identification card, or other state-issued identification card.

J.-I. Sidewalk vendors shall possess, at all times while vending, current liability insurance.

~~K.-J.~~ Sidewalk vendors shall comply with all applicable state and local laws, including, without limitation, state food preparation, handling, and labeling requirements; fire codes and regulations; noise standards; and the Americans with Disabilities Act of 1990 and other disability access standards (both state and federal).

~~L.-K.~~ Vending carts shall not be chained, fastened, or affixed at any time to any building or structure, including, but not limited to, lampposts, parking meters, traffic signals, fire hydrants, benches, bus shelters, trash cans, street signs, trees, or other objects within the public right-of-way. No vending cart shall become a permanent fixture on the vending site or be considered an improvement to real property.

~~M.-L.~~ Vending carts shall not be left unattended or stored on public property or within the public right-of-way.”

SECTION 4. Addition of Section 5.09.110 “Impoundment,” of Chapter 5.09 “Sidewalk Vending,” of Title 5 “Business Taxes, Licenses, and Regulations,” of the SEMMC. Section 5.09.110 of Chapter 3.09 is hereby added to Chapter 5.09 as follows (~~striketroughs~~ represent deletions and double underline represent additions):

“5.09.110 Impoundment.

A. Any enforcement officer is authorized to impound equipment, carts, food, goods, or merchandise of a street vendor operating in violation of this Chapter and whose operations constitute an immediate threat, hazard, or danger to persons or property, pursuant to Chapter 8.26 of this Code.

B. The City shall store impounded vending equipment, carts, goods, or merchandise for a minimum of thirty (30) days. If the property is not claimed within that time period, the City may dispose of the property.

C. The City may immediately dispose of impounded materials that are perishable or cannot be safely stored.

D. The City Council may adopt impound fees by resolution, which shall reflect the city’s enforcement, investigation, administration, storage and impound costs.

E. Any owner of impounded vending equipment, carts, food, goods, or merchandise may, within fifteen days, appeal the impoundment in writing to the City Manager, or his or her designee. The appeal shall be filed with the city clerk within fifteen days following the date of the impoundment. The decision of the City Manager may be appealed to the City Council by filing the appeal in writing with the city clerk within fifteen days following the City Manager’s decision.

F. Prior to the expiration of the thirty (30) day holding period or before any appeal related to impoundment becomes final, any person claiming ownership of vending equipment, carts, goods, or merchandise that has been impounded may reclaim such materials upon payment in full of all applicable impound fees incurred and proper proof of ownership. Any unclaimed items will be considered abandoned and forfeited to the City after thirty (30) days following impoundment, and may, in the City Manager’s discretion, be destroyed or auctioned in accordance with applicable state law.”

SECTION 5. 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 6. Certification and publication. The ordinance shall take effect on January 1, 2024 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 28th day of November 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. 1270 was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 28th day of November 2023 by the following vote:

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

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 7.g.

DATE: November 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION OF AMENDING THE CITY'S CONFLICT OF INTEREST CODE

SUMMARY: Regulations of the Fair Political Practices Commission require newly created, designated employee positions to be included in the City's conflict of interest code, which tells them what financial interest they must disclose on their Statement of Economic Interests (Form 700). Local agencies may amend their conflict of interest code any time newly created, designated employee positions assume office.

RECOMMENDED ACTION: Staff recommends City Council proceed with the amendment of the City's Conflict of Interest Code and direct the City Clerk, City Attorney, and HR/Risk Manager to coordinate the execution of the required amendments.

FISCAL/FINANCIAL IMPACT: There is no fiscal impact.

DISCUSSION: Regulations of the Fair Political Practices Commission allow local agencies to amend its conflict of interest code to include new, designated employees/positions and tailor their disclosure categories based on their job descriptions and duties (18 CCR § 18734). Accordingly, Staff desires to amend the City's Conflict of Interest Code to account for the new, designated positions of: Human Resources Analyst, Senior Accounting Specialist, Community Development Analyst, Recreation Manager, Transportation and Senior Services Manager, Director of Human Resources/Risk Manager, Planning Manager, Community Services Analyst, and Senior Public Works Analyst. This amendment will allow the City to comply with the regulations of the Fair Political Practices Commission and promote organizational efficiency and excellence.

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 9.a.

DATE: November 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: COUNCIL CONSIDERATION OF APPOINTMENT/RE-APPOINTMENT OF A REPRESENTATIVE TO THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT BOARD OF TRUSTEES

SUMMARY: Per the Greater Los Angeles County Vector Control District Board of Trustees (GLACVCD) the term of office for Trustee Hector Delgado as a member of the Board is set to expire on January 1, 2024. Pursuant to Section 2024 of the State Health and Safety Code (SHSC) governing the dates of term of office of members appointed to the Board of Trustees, the City Council may consider reappointing Trustee Delgado or appointing a new trustee for a two or four-year term of the office, commencing at noon on the first Monday of January (i.e., January 1, 2024).

RECOMMENDED ACTION: Staff recommends City Council consider re-appointing Trustee Hector Delgado to a two or four-year term commencing on January 1, 2024.

FISCAL/FINANCIAL IMPACT: None.

DISCUSSION: City Council at a regular meeting held Tuesday, November 9, 2021, re-appointed Councilmember Hector Delgado to the Greater Los Angeles County Vector Control District Board of Trustees for a two-year term which commenced on January 3, 2022. The current term is set to expire January 1, 2024.

ATTACHMENT(S):

A. Letter from GLACVCD dated September 28, 2023

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

12545 Florence Avenue, Santa Fe Springs, CA 90670

Office (562) 944-9656 Fax (562) 944-7976

Email: info@GLAmosquito.org Website: www.GLAmosquito.org

PRESIDENT

Scott T. Kwong, San Marino

VICE PRESIDENT

Marilyn Sanabria, Huntington Park

SECRETARY-TREASURER

Ali Saleh, Bell

GENERAL MANAGER

Susanne Klüh

September 28, 2023

ARTESIA

Melissa Ramoso

BELL GARDENS

Pedro Aceituno

BELLFLOWER

Sonny R. Santa Ines

BURBANK

Dr. Jeff D. Wassem

CARSON

Jim Dear

CERRITOS

Mark W. Bollman

COMMERCE

Leonard Mendoza

CUDAHY

Daisy Lomeli

DIAMOND BAR

Ruth M. Low

DOWNNEY

Robert Kiefer

GARDENA

Paulette C. Francis

GLENDALE

Steve Ryfle

HAWAIIAN GARDENS

Luis Roa

LA CAÑADA FLINTRIDGE

Leonard Pieroni

LA HABRA HEIGHTS

Catherine Houwen

LAKEWOOD

Steve Croft

LA MIRADA

John Lewis

LONG BEACH

Emily Holman

LOS ANGELES CITY

Steven Appleton

LOS ANGELES COUNTY

Steven A. Goldsworthy

LYNWOOD

Rita Soto

MAYWOOD

Jessica Torres

MONTEBELLO

Avik Cordeiro

NORWALK

Margarita L. Rios

PARAMOUNT

Isabel Aguayo

PICO RIVERA

Gustavo V. Camacho

SAN FERNANDO

Sylvia Ballin

SANTA CLARITA

Heidi Heinrich

SANTA FE SPRINGS

William K. Rounds

SIGNAL HILL

Robert D. Copeland

SOUTH EL MONTE

Hector Delgado

SOUTH GATE

VACANT

VERNON

Leticia Lopez

WHITTIER

Jessica Martinez

Mr. Rene Salas

City Manager

1415 Santa Anita Ave.

South El Monte, CA 91733

Re: Appointment/Re-appointment of Representative to the Greater Los Angeles County Vector Control District Board of Trustees

Dear Mr. Salas:

This correspondence is to inform you that the term of office for Trustee Hector Delgado as a member of the Board of Trustees of the Greater Los Angeles County Vector Control District **will expire on January 1, 2024**. Pursuant to Section 2024 of the State Health and Safety Code (SHSC) governing the dates of term of office of members appointed to the Board of Trustees, the City Council may consider reappointing Trustee Delgado or appointing a new trustee for a **2- or 4-year term** of office, commencing at noon on the first Monday of January (i.e., January 1, 2024). **Please note, per the State Health and Safety Code, representatives must be appointed to serve a full 2 or a 4-year term commencing on January 1, 2024 and should not be appointed on a yearly basis. Furthermore, the District does not accept or recognize the appointment of alternate representatives.**

Please review all subsections of the SHSC 2022 (i.e., a-e) enclosed. Subsections **a** and **b** require that each person appointed by a board of supervisors or by a city council shall be a voter and resident within the respective county or city of the appointing body. Section 2022 (c) incorporates language that clarifies the issue over the doctrine of Incompatibility of Office, exempting and enabling an appointee who holds elected offices to also simultaneously serve on the District's Board of Trustees. Trustees represent the mission and interests of the District at large rather than the individual interests of the appointing body. **Once appointed, the representative cannot be removed at-will by the appointing city or county. The representative will serve until the expiration of his/her term unless he/she resigns, vacates the office due to absences, or is no longer a voter and resident within the respective county or city of the appointing body.**

Representatives are expected to attend the district's general board meetings held monthly on the 2nd Thursday of the month.

Pursuant to California Government Code Section 1770(g), the Trustee's seat will be considered abandoned if the person holding the office ceases to discharge the duties of that office for a period of three consecutive months, except when prevented by sickness or specified excuses.

Please make your appointment/reappointment prior to January 1, 2024, as stipulated in the SHSC.

Should you have any questions regarding this appointment, please contact Araceli Hernandez or Maria Weinbaum at 562-944-9656 ext. 504 or e-mail at ahernandez@GLAmosquito.org.

Sincerely,

A handwritten signature in cursive script, appearing to read "S. Kluh".

Susanne Kluh
General Manager

Enclosure: Sections 2022 & 2024 of the SHSC

cc: Hector Delgado
Ms. Donna G. Schwartz

SHSC

2022.

(a) Each person appointed by a board of supervisors to be a member of a board of trustees shall be a voter in that county and a resident of that portion of the county that is within the district.

(b) Each person appointed by a city council to be a member of a board of trustees shall be a voter in that city and a resident of that portion of the city that is within the district.

(c) Notwithstanding any other provision of law including the common law doctrine that precludes the simultaneous holding of incompatible offices, a member of a city council may be appointed and may serve as a member of a board of trustees if that person also meets the other applicable qualifications of this chapter.

(d) It is the intent of the Legislature that persons appointed to boards of trustees have experience, training, and education in fields that will assist in the governance of the districts.

(e) All trustees shall exercise their independent judgment on behalf of the interests of the residents, property owners, and the public as a whole in furthering the purposes and intent of this chapter. The trustees shall represent the interests of the public as a whole and not solely the interests of the board of supervisors or the city council that appointed them.

(Added by Stats. 2002, Ch. 395, Sec. 6. Effective January 1, 2003.)

2024.

(a) Except as provided in Section 2023, the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority. Terms of office commence at noon on the first Monday in January.

(b) Any vacancy in the office of a member appointed to a board of trustees shall be filled pursuant to Section 1779 of the Government Code. Any person appointed to fill a vacant office shall fill the balance of the unexpired term.

(Added by Stats. 2002, Ch. 395, Sec. 6. Effective January 1, 2003.)



City Council Agenda Report

Agenda Item No. 9.b.

DATE: November 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Iyob Tessema, Interim Director of Human Resources & Risk Management

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-111, ADOPTING A PEPPER SPRAY POLICY

SUMMARY: Staff is requesting the City Council consider adopting a pepper spray policy that allows for the use of pepper spray by code enforcement and public safety officers in certain limited self-defense situations. If this policy is approved by the City Council, city management will complete a required meet and confer with the bargaining unit for code enforcement officers. Next, code enforcement and public safety officers would receive training before being authorized to carry pepper spray.

RECOMMENDED ACTION: Staff has identified the following options for City Council consideration:

1. Consider adopting Resolution No. 23-111, adopting a policy allowing city code enforcement officers to receive training to carry and use pepper spray in certain limited self-defense situations;
2. Not approve the Pepper Spray Policy; or
3. Continue the item and provide additional directions for staff.

FISCAL/FINANCIAL IMPACT: There is no fiscal impact.

DISCUSSION: The City's code enforcement officers have requested that they be allowed by the City the option to carry pepper spray, after being trained for its use and in order to protect themselves in certain limited self-defense situations. Code enforcement officers have reported to city management that the need to protect themselves has become increasingly necessary in the performance of their duties for the City.

Prior to the issuance of pepper spray devices, Code Enforcement and Safety Officers will be required to take training offered by JPIA. The training involves the use of a qualified trainer that will demonstrate the proper use of the pepper spray and go over different self-defence scenarios. The trainer will go over proper deescalation tactics that can be used before the need to use pepper spray.

Agency-authorized employees shall only possess pepper spray canisters that have been approved and issued by the City and may only use them while on duty and in accordance with the City policy and procedures. Employees shall use only the amount of pepper spray necessary to achieve the desired effects. Once the desired effects are achieved, employees shall discontinue the use of pepper spray. The employee must report discharge of pepper spray to the immediate supervisor, and also complete a [written incident report](#) of discharge of pepper spray and submit it to the employee's Human Resources Department as soon as possible and when safe to do so.

ATTACHMENT(S):

- A. Resolution No. 23-111
- B. Exhibit A-Pepper Spray Policy

ATTACHMENT A

RESOLUTION NO. 23-111

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ADOPTING A POLICY ALLOWING CITY CODE
ENFORCEMENT OFFICERS TO RECEIVE TRAINING TO
CARRY AND USE PEPPER SPRAY IN CERTAIN LIMITED
SELF-DEFENSE SITUATIONS.

WHEREAS, the City of South El Monte (the “City”) received a formal request by Code Enforcement Officers to be allowed by the City to carry pepper spray to protect themselves from potential physical altercation that may arise during the performance of their duties for the city; and

WHEREAS, the City of South El Monte (the “City”) has to provide necessary training to its Code Enforcement Officers before they are allowed to carry pepper spray in their line of work; and

WHEREAS, the approval of the aforementioned pepper spray policy is subject to final approval through labor negotiations as a meet and confer item; and

WHEREAS, the City Council finds that it is in the best interests of the City to adopt this pepper spray policy in furtherance of public health, safety and welfare including to provide code enforcement services in the City.

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

SECTION 1. The aforementioned recitals are incorporated herein by reference as set forth in full herein.

SECTION 2. The City Council hereby adopts the Pepper Spray Policy attached hereto as Exhibit A, and made part of this Resolution, and that said exhibit is hereby approved and adopted.

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

PASSED, APPROVED AND ADOPTED this 28th day of November 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. 23-111 was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 28th day of November 2023, and that said Resolution was adopted by the following vote:

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

Donna G. Schwartz, City Clerk

Attachment B

Exhibit A to Resolution No. 23-111

PEPPER SPRAY POLICY AND PROCEDURES

I. POLICY

Pepper spray defense is intended and designed to be used as a disabling agent, to attempt to stop attacks with less than lethal force.

Pepper spray contains Oleoresin Capsicum ("OC"), which is a naturally occurring mixture of oil and resin that is extracted from various tropical pepper plants.

In accordance with California Penal Code Section 22810, any person may purchase, possess, or use pepper spray, solely for self-defense purposes and subject to various restrictions. For example, no person convicted of a felony or any crime involving an assault, or a person addicted to any narcotic drug shall own, possess, or use pepper spray. However, no employee is authorized to use pepper spray during the course and scope of their employment unless specifically authorized by the City of South El Monte (hereinafter referred to as "the City") to do so.

Only employees who have successfully completed a pepper spray education and training certification course approved by the City may be authorized to possess pepper spray in the course of their work.

Agency-authorized employees shall only possess pepper spray canisters that have been approved and issued by the City and may only use them while on duty and in accordance with the City policy and procedures.

The use of City-issued pepper spray by authorized City employees is restricted to:

1. Defensive purposes when protecting oneself from personal injury and/or to stop further physical injury to oneself or to others but only after all non-violent alternative methods and/or defensive procedures have been exhausted, in compliance with California Penal Code Sections 692, 693, and 694;
2. Responding to the direct order of a law enforcement officer; or
3. Coming to the aid or assistance of a law enforcement officer who is not able to give a direct order.

All incidents where pepper spray is deployed shall be documented and reported.

II. PROCEDURES

A. Authorization

The Human Resources/Risk Management Director should complete and document an assessment of job classifications and duties to determine the classifications approved to carry and use pepper spray.

After completing an assessment, the City has determined the following job classifications qualify for the carry and use of pepper spray:

Code Enforcement Supervisor
Code Enforcement Officer
Public Safety Officer

Employees who have been authorized by the Director of Human Resources/Risk Management Director in consultation with the City Manager may carry and use pepper spray in the course of their employment, consistent with the City's policy.

1. Only employees who have successfully completed a pepper spray education and training certification approved by the City may be authorized to possess pepper spray in the course of their work.
2. Proof of pepper spray education and training shall be maintained in the employee's personnel file at all times.
3. An employee whose pepper spray education and training certification has expired is not allowed to possess pepper spray while on duty. Each employee is responsible for maintaining their pepper spray education and training certification.
4. Request for pepper spray education and training shall be made to the employee's Department Head. Priority for education and training shall be given to those employees who face an increased risk of aggression and/or violence due to the nature of their work duties (e.g., contact with disgruntled or aggressive people, working alone, working in high-crime areas, etc.).
5. Authorization to possess pepper spray while on duty may be revoked at any time at the discretion of the employee's Department Head.

Exemptions:

1. If an employee has a medical condition or disability that affects the employee's ability to use pepper spray, the employee should advise Human Resources of these limitations, and the Agency will engage in a good faith, interactive process to determine what, if any, reasonable accommodation(s)

can be provided to the employee. The employee will be required to provide documentation from their healthcare provider that articulates the limitations.

2. When the City determines that circumstances make it unnecessary to mandate carrying pepper spray.

B. Pepper Spray Type

The City shall consider each employee's specific working conditions when selecting the appropriate pepper spray delivery method (e.g., stream, cone, vapor, fogger, foam, gel, spray, etc.).

C. Pepper Spray Usage

Employees shall use only the amount of pepper spray necessary to achieve the desired effects. Once the desired effects are achieved, employees shall discontinue the use of pepper spray.

1. If possible, an employee should avoid and/or withdraw from an aggressive and/or violent situation and call law enforcement or animal control to assist in keeping the peace while the employee's work is performed.
2. If avoidance or withdrawal is not possible, the employee shall attempt to escape.
3. If the employee is unable to escape and other non-violent alternative methods have failed or would be ineffective, and an attack is imminent, then the employee is justified in using pepper spray for the purpose outlined herein.
4. An employee shall not attempt to restrain an individual or animal that has been sprayed unless no other choice is available.

D. Pepper Spray Storage

City-issued pepper spray shall be stored in a secure location and left at work when not on duty.

E. Reporting the Use of Pepper Spray

All incidents where pepper spray is deployed shall be documented and reported to a supervisor.

Any City employee against whom violence or any threat of violence has been directed in the workplace shall notify their supervisor as soon as it is safe to do so.

In the event that an employee uses pepper spray in the course of their work, the employee shall contact the appropriate law enforcement agency as soon as it is safe to do so.

The employee must also complete a [written incident report](#) of discharge of pepper spray and submit it to the employee's Human Resources Department as soon as possible and when safe to do so.

F. Inspection and Replacement

1. Pepper spray devices shall be maintained in an operational and charged state by authorized employees or vendors.
2. Employees are responsible for following the manufacturer's instructions for the care, storage, and disposal of the pepper spray container.
3. Employees are responsible for requesting replacement of a damaged, inoperable, or empty device.

G. Pepper Spray Decontamination Considerations

Medical assistance shall be promptly procured or provided for injured persons. Typically, decontamination of a subject will be done by responding law enforcement, firefighters, paramedics, and/or emergency medical technicians. If first responders are not immediately available, employee shall at all times have a bottle of clean water available to supply to the affected person to cleanse the affected areas.

H. Training and Education

Annual pepper spray refresher training is recommended, as recertification is required every two years.

Refresher training within two months of an event is recommended for any City employee who uses pepper spray while on duty and during a self-defense situation.

I. Other Considerations

Employee assistance. Short-term counseling may help, including employee assistance program (EAP) referral services for employees and their household members.

Employee Acknowledgement of the Agency's Pepper Spray Use Policy

I hereby acknowledge that I have read, understand, and agree to follow the directions and procedures described in the following documents:

1. City of South El Monte Pepper Spray Use Policy
2. Oleoresin Capsicum (pepper spray) product label

Date: _____

Employee Printed Name: _____

Employee Signature: _____

REFERENCES

[California Penal Code, Section 692](#)

[California Penal Code, Section 693](#)

[California Penal Code, Section 694](#)

[California Penal Code, Section 22810](#)

SAMPLE INCIDENT REPORT

Employee Name: Click or tap here to enter text.

Employee Department and Classification: Click or tap here to enter text.

Employee's Supervisor: Click or tap here to enter text.

Date of Incident: Click or tap here to enter text.

Time of Incident: Click or tap here to enter text.

Type of Pepper Spray Used: Click or tap here to enter text.

Where did incident occur? Click or tap here to enter text.

Address where incident occurred: Click or tap here to enter text.

Business Name, if applicable: Click or tap here to enter text.

Type of business: Click or tap here to enter text.

Name(s) of parties involved in incident: Click or tap here to enter text.

Did law enforcement take a report? ☐ Yes ☐ No

If yes, name of agency: Click or tap here to enter text.

Report number: Click or tap here to enter text.

Did law enforcement issue a citation or make an arrest? ☐ Yes ☐ No

Witness(es):

Name and address: Click or tap here to enter text.

Name and address: Click or tap here to enter text.

Details of incident:

Describe circumstances leading to the use of pepper spray. Identify all participants involved in incident. Include any injuries, deaths, damages to all individuals and/or property.

Click or tap here to enter text.

I hereby declare under penalty of perjury, under the laws of the State of California, that the statements in this report are true and correct. I understand that all statements herein are subject to investigation.

Employee Signature: _____



City Council Agenda Report

Agenda Item No. 11.a.

DATE: November 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: LETTER FROM EPIPHANY CATHOLIC CHURCH
REQUESTING A FEE WAIVER FOR A TEMPORARY USE
PERMIT AND CITY STAFF TIME FOR THEIR ANNUAL OUR
LADY OF GUADALUPE PILGRIMAGE WALK

SUMMARY: Epiphany Church is requesting a fee waiver for a Temporary Use Permit (TUP) and City staff time dedicated to public safety support for its annual pilgrimage walk during the "Our Lady of Guadalupe" processions, scheduled from Sunday, December 3, 2023, through Monday, December 11, 2023.

RECOMMENDED ACTION: Staff recommends City Council to discuss and consider approving the fee waiver request submitted by Epiphany Catholic Church, totaling \$3,053.

FISCAL/FINANCIAL IMPACT: The fiscal impact of this action is to waive \$3,053, compromising two components. The first is the fee associated with the Temporary Use Permit (TUP) amounting to \$1,250. The second is \$1,803 for City personnel labor costs dedicated to public safety purposes.

DISCUSSION: Epiphany Catholic Church annually hosts a pilgrimage for parishioners, celebrating the "Our Lady of Guadalupe" event. This year's nine-day event will run from December 3, 2023, to December 11, 2023. The pilgrimage walk will start at different times between 5:00pm and 5:45pm. The route covers various streets and extends for up to two hours. In support of these processions, Epiphany is seeking a fee waiver for the temporary use permit and the associated public safety staff time required to support the procession.

The work schedules of public safety and code enforcement officers will be modified to minimize the utilization of overtime when feasible to implement a traffic detail assistance plan to provide a safe route and to ensure the safety of participants. Epiphany Church completed and submitted a temporary use permit application that is compliant with the City's Municipal Code. The church also submitted their certificate of liability insurance for the procession with the City identified as additionally insured. The temporary use permit

includes conditions the applicant shall follow to maintain compliance within the issued permit. Epiphany Church collaborated with City staff to establish a secure route for the procession, ensuring the safety of participants, the general public and South El Monte residents.

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

ATTACHMENT(S):

- A. Letter from Epiphany Catholic Church
- B. Certificate of Liability Insurance
- C. Procession Route 2023

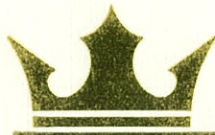


Epiphany Catholic Church

10911 E. Michael Hunt Dr.

South El Monte California 91733

Phone (626) 442-6262 Fax (626) 575-1738



November 15, 2023

To Whom It May Concern,

Hello, I am Dr. Humberto Ramos, Parish Life Director of Epiphany Catholic Church in South El Monte, CA. I would like to request the City of South El Monte's support as we have had it from the previous years during the Our Lady of Guadalupe processions.

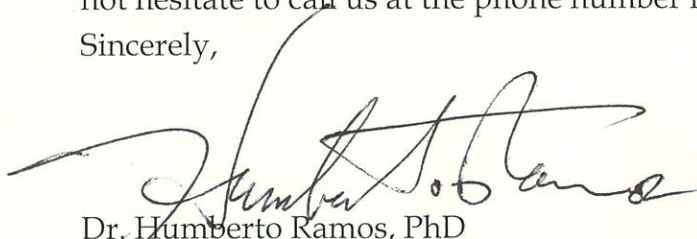
Starting on December 3rd, our parish sectors will lead in the procession to conclude in our church in anticipation of the Feast of Our Lady of Guadalupe, until December 11, 2023.

We are expecting 20 to 30 people participating each day, we estimate that each sector's walk will take 30 to 45 minutes, some of the groups are going to start their procession from the corner of Durfee and Michael Hunt which will take them 10 to 15 minutes.

Epiphany Church is requesting a waiver of all city costs if it is possible. Attached you will find a schedule of the various start points and procession routes and the insurance the City requested last year for this event.

We thank you for your attention in this process. If we can assist you further, please do not hesitate to call us at the phone number mentioned above.

Sincerely,



Dr. Humberto Ramos, PhD
Parish Life Director





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 595 Market Street Suite 2100 San Francisco CA 94105	CONTACT NAME: Jenny Borino PHONE (A/C, No, Ext): 415-546-9300 E-MAIL ADDRESS: jenny_borino@ajg.com	FAX (A/C, No): 415-536-8499
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Safety National Casualty Corporation		15105
INSURER B : Archdiocese of LA Ins Company		
INSURER C : Munich-American Holding Corporation		
INSURER D :		
INSURER E :		
INSURER F :		

License#: 0D69293

COVERAGES

CERTIFICATE NUMBER: 80148108

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			ALAIC-2023-0001 N2A3FF000001211	7/1/2023 7/1/2023	7/1/2024 7/1/2024	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ INCLUDED MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED LIQUOR LIABILITY \$ INCLUDED
B C	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ALAIC-2023-0001 N2A3FF000001211	7/1/2023 7/1/2023	7/1/2024 7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ INCLUDED \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	SP4067724	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers' Compensation limit is inclusive of \$1M retention. Auto Physical Damage deductible \$300.

RE: Church of the Epiphany, 10911 Michael Hunt Dr., South El Monte, CA 91733 with respect to Processions from different parts of the parish to the parish church in annual novena celebration of Our Lady of Guadalupe on December 3-11, 2023 (30-45 minutes walk) beginning at 5:00 or 5:30 pm.

CERTIFICATE HOLDER

CANCELLATION

City of South El Monte
1415 Santa Anita Avenue
South El Monte CA 91733

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

OUR LADY OF GUADALUPE 2023 PROCESSION ROUTE—EPIPHANY CATHOLIC CHURCH

DATE	SECTOR	COORDINATOR INFORMATION	TIME OF MEET	STARTING POINT	PRECESSION ROUTE	MUSIC FOR PROCESSION	CAR FLOAT
Sunday 12/03/22	#1 & #4	Araceli Angon (626) 201-1863 (626) 444-5900	5:45 pm	Burger Zone Parking lot 1603 Durfee Ave, South El Monte, CA	*Michael Hunt Dr.	Yes	Yes
Monday 12/04/22	#2	Rosa Ramirez (626) 216-6859 Juanita Vasquez (626) 444-1437	5:20 pm	1715 Burkett Rd. South El Monte, CA	*Burkett Rd. *Thienes Ave. *Cogswell Rd. *Michael Hunt Dr.	Yes	Yes
Tuesday 12/05/22	#3	Isabel Cervantez 626-500-5804 Rosario Acevez (626) 539-6286	5:00 pm	2121 Parkway Dr. El Monte, CA	*Thienes Ave. * Cogswell Rd. *Michael Hunt Dr.	Yes	Yes
Wednesday 12/06/22	#5	Juvenal Juarez (626) 665-2866	5:00 pm	2907 Allgeyer Ave. El Monte, CA	*Magnolia St. *Mount View Rd. *Rush St. *Cogswell Rd. *Michael Hunt Dr.	Yes	Yes
Thursday 12/07/22	#6	Felipa & Refugio Elizarraras (626) 421-5177	5:00 pm	Floradale Ave Corner of Klingerman St.	*Klingerman St. *Mountview Rd. *Rush St *Cogswell Rd. *Michael Hunt Dr.	Yes	Yes
Friday 12/08/22	#8	Amalia Popoca (626) 426-7633 Adrian Ruiz	5:00 pm	Elliot Ave. Corner of Fern St.	*Central Ave. *Vacco St. *Michel Hunt Dr.	Yes	Yes

OUR LADY OF GUADALUPE 2023 PROCESSION ROUTE—EPIPHANY CATHOLIC CHURCH

Saturday 12/09/22	#9 & #10	Maria Piceno (626) 444-7524 (626) 353-9457	5:30 pm	Central Ave. Corner of Lidcombe Ave.	*Lidcombe Ave. *Michael Hunt Dr.	Yes	Yes
Sunday 12/10/22	#11	Rosa Carrillo (562) 241-5177 Maria Rodarte (323) 423-6074	5:30 pm	Shell Gas Station 1130 Peck Rd, South El Monte, CA 91733	*Peck Rd *Michael Hunt Dr.	Yes	Yes
Monday 12/11/22	#12	Alicia Rodriguez (626) 295-0663 Tavi Rosales (626) 230-2473	5:30 pm	2435 Central Ave. South El Monte, CA	*Vaco St *Michael Hunt	Yes	Yes



City Council Agenda Report

Agenda Item No. 12.a.

DATE: November 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: MAYOR GLORIA OLMOS

1. Palm Tree Lights in the City

RECOMMENDATION: Discussion and/or action.

2. Safety Precautions on Michael Hunt/Pennmar and Fawcett/Santa Anita

RECOMMENDATION: Discussion and/or action.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



Successor Agency Agenda Report

Agenda Item No. 19.a.

DATE: November 28, 2023

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rene Salas, Executive Director

SUBMITTED BY: Donna Schwartz, City Clerk

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

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

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

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DRAFT SA Minutes 10-24-23

ATTACHMENT A

CITY OF SOUTH EL MONTE SUCCESSOR AGENCY MEETING MINUTES

Tuesday, October 24, 2023 - 6:00 p.m.
1415 Santa Anita Ave., South El Monte, CA 91733

Successor Agency Meeting Immediately Followed Regular City Council Meeting

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

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

Chair Olmos called the meeting to order at 7:48 p.m.

16. CALL TO ORDER AND ROLL CALL

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

ABSENT: Board Member(s): None.

STAFF PRESENT: Rene Salas, Executive Director; Anthony R. Taylor, General Counsel; Donna G. Schwartz, Secretary, 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.

17. APPROVAL OF AGENDA

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

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

NAYS: Board Member(s): None.

ABSENT: Board Member(s): None.

18. PUBLIC COMMENTS – NONE.

19. CONSENT CALENDAR

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

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

NAYS: Board Member(s): None.

19.a. Approved the Regular Successor Agency Meeting Minutes of September 26, 2023.

19.b. Approved going dark on Tuesday, December 26, 2023, due to the Christmas holiday.

20. EXECUTIVE DIRECTOR'S AGENDA – None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

There being no further business coming before this body, at 7:51 p.m. Chair Olmos adjourned the meeting.

Donna G. Schwartz, Secretary

Gloria Olmos, Chair