

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**

JULY 28, 2020, 6:00 PM

**COUNCIL CHAMBERS
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733**

*****SPECIAL NOTICE REGARDING COVID-19*****

On March 17, 2020, Governor Newsom issued Executive Order N-29-20 in response to the COVID-19 pandemic, which authorizes the City Council to hold public meetings via teleconferencing and waives all requirements of the Brown Act requiring the physical presence of Council Members, staff, or the public as a condition of participation in or quorum for a public meeting.

THIS IS A CITY COUNCIL MEETING BY TELECONFERENCE ONLY
Members of the public will have access to listen to and participate in the meeting by calling-in at the information below. Teleconference participation shall be available to the public at the following USA Toll-Free number, 1-888-204-5987, Access Code: 9671457.

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) 579-6540 to leave a voicemail message. All comments received by 5:00 p.m. on Tuesday, July 28, 2020 will be added to the City Council agenda as part of the public comment. The public may also view a live telecast of the meeting online at www.cityofsouthelmonte.org.



**GLORIA OLMOS, MAYOR/CHAIRPERSON
GRACIE RETAMOZA, MAYOR PRO TEM/VICE CHAIRPERSON
MANUEL ACOSTA, COUNCILMEMBER/COMMISSIONER
RICHARD ANGEL, COUNCILMEMBER/COMMISSIONER
HECTOR DELGADO, COUNCILMEMBER/COMMISSIONER**

**ANTHONY R. TAYLOR, CITY ATTORNEY/GENERAL COUNSEL
RACHEL BARBOSA, CITY MANAGER/EXECUTIVE DIRECTOR
DONNA G. SCHWARTZ, CITY CLERK/SECRETARY**

1. **ROLL CALL** Councilmembers: Acosta, Angel, Delgado, Retamoza, (Mayor) Olmos
2. **PLEDGE OF ALLEGIANCE** Councilmember Hector Delgado
3. **INVOCATION** City Employee Laura Lozano, On Eagles Wings Christian Family Church
4. **PRESENTATIONS**

4.a. **CODE ENFORCEMENT AND PUBLIC SAFETY DEPARTMENT
REPORT FOR THE MONTHS OF JUNE**

The City Council will receive a report from Staff on code enforcement and public safety activities in the City.

[Attachment A - Bulk Item Report 2020](#)

[Attachment B - Code Enforcement Report JUNE 2020](#)

[Attachment C - 4th of July 2020](#)

4.b. **SHERIFF'S DEPARTMENT REPORT FOR THE MONTH OF JUNE**

The City Council will receive a report from the Sheriff's Department and discuss matters concerning law enforcement in the City.

[South El Monte June 20](#)

4.c. **PRESENTATION OF CERTIFICATE TO SING TAO NEWSPAPER LOS
ANGELES FOR THEIR 31ST YEAR ANNIVERSARY.**

Sing Tao Newspaper, a leading global news organization that has been serving the Chinese communities around the world, is celebrating their 31st anniversary.

4.d. **HABITAT FOR HUMANITY**

The City Council will receive a report from Habitat for Humanity on the agency's Housing Rehabilitation Program.

[SGV Habitat Home Repairs Program](#)

4.e. **SENATOR SUSAN RUBIO**

Presentation by Senator Susan Rubio representing the 22nd District on the State of California's Annual Budget.

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 that is within the subject matter jurisdiction of the City Council, including items on the agenda. Each speaker may speak for up to five minutes. With respect to non-public hearing agenda items, speakers shall provide their comments at this time. With respect to public hearing agenda items, speakers are encouraged to speak during the public hearing if they want their comments to be included in the record of the public hearing. Unless a majority of the Council objects, the Mayor may provide to speakers more or less time to speak. Any documents for review should be presented to the City Clerk for distribution.

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. MINUTES

Staff seeks City Council approval of the Minutes for the Special Meeting of June 22, 2020, Adjourned Regular Meetings of June 23, 2020 and June 29, 2020, and Special Meeting of July 15, 2020.

RECOMMENDED ACTION: Staff recommends City Council approve the above referenced minutes.

[Minutes](#)

7.b. WARRANTS

Authorizing payment of City expenditures for the period of July 15, 2020 through July 28, 2020 totaling \$1,296,114.83

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 20-84, authorizing payment of City expenditures.

[Resolution No. 20-84](#)

7.c. CONSIDERATION OF REQUEST FOR STATEMENT OF QUALIFICATIONS (RSQ) FOR GRANT WRITING SERVICES

Staff is seeking approval of the RSQ and authorization to solicit statements of qualifications for grant writing services from specialized municipal grant writing firms.

RECOMMENDED ACTION: Staff recommends City Council approve and authorize staff to solicit for the RSQ.

[Attachment A - Request for Statement of Qualifications](#)

7.d. CONSIDERATION OF RESOLUTION NO. 20-85 APPROVING A FUND TRANSFER AGREEMENT NO. 2020 MP 76 SAFE, CLEAN WATER (SCW) PROGRAM WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT TO RECEIVE ANNUAL FUNDING FOR WATER QUALITY PROJECTS AND PROGRAMS

In November 2018, voters approved the SCW Program, a special parcel tax based on impermeable areas within the jurisdiction of the Flood Control District. The SCW Program is intended to improve water quality in a manner that achieves additional benefits such as increasing water supply and investing in the health and well-being of Los Angeles County communities. The City's 2020-2021 municipal fund portion of the parcel tax is estimated to be \$450,000.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 20-85 approving Transfer Agreement No. 2020 MP 76 Safe Clean Water Program with the Los Angeles County Flood Control District to receive annual SCW Program funding for water quality projects and programs and authorize City Manager to execute the agreement.

[Attachment A - Resolution 20-85](#)

[Attachment B - Agreement](#)

7.e. CONSIDERATION TO RECEIVE AND FILE THE ANNUAL RATE ADJUSTMENT FOR SOLID WASTE COLLECTION SERVICES FOR COMMERCIAL, INDUSTRIAL, MOBILE HOME, AND APARTMENT PROPERTY SITES

The City received a request from Athens Services for a rate adjustment for commercial, industrial, mobile home, and apartment property sites for provided solid waste collection services for the period commencing July 1, 2020 through June 30, 2021.

RECOMMENDED ACTION: Staff recommends City Council receive and file the annual rate adjustment for solid waste collections services for commercial, industrial, mobile home, and apartment property sites.

7.f. **CONSIDERATION OF APPROVAL FOR REQUEST FOR PROPOSAL (RFP) FOR A FULL COST ALLOCATION ANALYSIS, USER FEE STUDY, AND BUSINESS LICENSE FEE UPDATE**

Staff seeks City Council approval to solicit proposals from qualified firms to perform the full cost allocation analysis, user fee study and business license fee update for the City.

RECOMMENDED ACTION: Staff recommends City Council approve the RFP for qualified firms to perform a study consisting of three activities which are a full cost allocation analysis, user fee study, and business license fee update.

[RFP For Fee Study Services 07 22 2020.docx](#)

7.g. **CONSIDERATION OF RESOLUTION NO. 20-86, APPROVING FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH CITY MANAGER**

Approve the attached resolution amending employment agreement for Rachel Barbosa as City Manager.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 20-86, authorizing the Mayor to execute the first amendment to employment agreement with Ms. Barbosa.

[Attachment A - Resolution No. 20-86](#)

[Attachment B - First Amendment to the City Manager Employment Agreement](#)

7.h. **CONSIDERATION OF RESOLUTION 20-87 APPROVING THE ALLOCATION OF \$44,160 IN MEASURE M FUNDS TOWARD THE TRANSTECH DESIGN ENGINEERING SERVICES FOR FISCAL YEAR (FY) 20/21 STREET REHABILITATION PROJECTS**

On June 23rd, 2020, the City Council approved a contract services agreement with Transtech Engineering to provide engineering services including On-Call design engineering services. The services proposed in Attachment B for design work, do fall under the definition of On-Call services and can be funded under the June 23rd, 2020 contract terms.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 20-87 approving the allocations in Measure M Funds toward the Transtech design engineering services for FY 20/21 Street Rehabilitation Projects

[Attachment A - Resolution 20-87](#)

[Attachment B - Task Order](#)

8. PUBLIC HEARINGS

8.a. **CONSIDERATION OF RESOLUTION NO. 20-88 CHANGING THE NAME OF ADELIA AVENUE, SOUTH OF ALESIA STREET, TO AMRO WAY**

AMRO Fabricating Corporation ("Applicant") has requested the City to change the name of Adelia Avenue to Amro Way along the stretch of street where three of their businesses front, to celebrate the opening of two new buildings.

RECOMMENDED ACTION: Staff recommends City Council hold a public hearing for Resolution No. 20-88 to discuss the change of street name from Adelia Avenue to Amro Way.

[Resolution No. 20-88](#)

8.b. **CONSIDERATION OF ORDINANCE NO. 1248, AMENDING GRAFFITI ABATEMENT TO REQUIRE REMOVAL WITHIN 24 HOURS UNLESS GRANTED AN EXTENSION TO SECURE MATCHING PAINT**

The proposed Ordinance No. 1248 will reduce the time mandated to remove graffiti from 72 hours to 24 hours, but will allow for an extension by the Community Development Director if more time is needed to procure a matching color. The paint used to cover up the graffiti will also be required to match the underlying color of the wall.

RECOMMENDED ACTION: Staff recommends City Council waive first reading and introduce Ordinance No. 1248, to change graffiti abatement to take place within 24 hours.

[Ordinance No. 1248](#)

9. GENERAL BUSINESS

9.a. **DISCUSSION AND/OR ACTION ON EXISTING AGREEMENT WITH AKITOI LEARNING CENTER TO LEASE CITY PROPERTY AT 1824 CENTRAL AVENUE**

The City entered into a multiple year agreement with Akitoi Learning Center for the lease of City property located at 1824 Central Avenue. The Program Manager of the Akitoi Learning Center, Ofelia Aguilar, submitted a letter requesting changes to the existing agreement as well as additional funding for its playground area, and finally, funding for a summer program.

RECOMMENDED ACTION: Staff is seeking direction from the City Council regarding Akitoi's request for the City do the following: 1) maintain the monthly rental rate at \$2,010.14 as opposed to increasing the rate to \$2,216.18 consistent with the lease agreement; 2) the City partially fund (\$2,600) a new playground flooring to remove the wood

chips currently used; 3) City to install playground shade structure purchased by Akitoi; and 4) funding for a summer program.

[Attachment A - Letters](#)

[Attachment B - Akitoi Agreement](#)

9.b. CONSIDERATION OF RESOLUTION NO. 20-89 UPDATING THE FAIR MARKET VALUE OF LAND THAT IS USED TO CALCULATE FEES IN LIEU OF LAND DEDICATION

South El Monte Municipal Code ("SEMMC") Chapter 16.36 Dedications and Exactions applies to any new residential development or subdivision and requires Developers to provide park land or pay a fee for the purpose of developing new or rehabilitated park and/or recreational facilities to serve future residents.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 20-89 updating the fair market value of land.

[Resolution No. 20-89](#)

9.c. CONSIDERATION OF RESOLUTION NO 20-90 AUTHORIZING DESIGNATED CITY EMPLOYEES TO OPEN, MAINTAIN, MAKE TRANSACTIONS, AND CLOSE CITY ACCOUNTS IN VARIOUS BANKS AND FINANCIAL INSTITUTIONS TO CONDUCT CITY BUSINESS

The City maintains accounts with various banking institutions in accordance with the City's Investment Policy and State Law. With the change in management and staff, it is necessary to update the signatory cards held by those banking institutions to remove the names of prior management and staff and to add the names of new management and staff in order to conduct City business.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 20-90 authorizing designated City employees to open, maintain, make transactions, and close City accounts in various banks and financial institutions in order to conduct City business.

[Attachment A - Resolution_07232020.doc](#)

9.d. CONSIDERATION OF A NO-FEE SPECIAL EVENT PERMIT TO ALLOW CERTAIN BUSINESSES TO OPERATE OUTSIDE WHILE ADHERING TO LOS ANGELES COUNTY PUBLIC HEALTH PROTOCOLS

On May 29, 2020, the County of Los Angeles Department of Public Health ("Public Health") announced the permitted reopening of retail businesses and restaurants for in-person shopping and dining, subject to health and safety protocols created by Public Health. Similarly, Public Health created protocols for the reopening of barber shops and salons on July 21, 2020

following new State guidelines. Due to a rise in coronavirus cases, Public Health rescinded operation of indoor dining on July 1, 2020. In order to help facilitate businesses reopening safely within the City, staff is working to create a Special Events Permit to allow for these types of businesses to operate within their parking lots or the sidewalk in front of their businesses.

RECOMMENDED ACTION: Staff recommends City Council authorize the City Manager to approve a no-fee Special Event Permit for an until such time that restrictions are lifted by the Los Angeles County Department of Public Health and authorize Special Event Permits for use in public and private spaces.

[Temporary Outdoor Dining & Operation Permit Application](#)

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS:

AB 1234 requires that councilmembers must briefly report, orally or in writing, on meetings attended at City expense (for example, Contract City and League of California Cities Conferences, ICSC conferences, etc.) at the City Council meeting following the meeting.

11. CORRESPONDENCE

11.a. DESIGNATION OF VOTING DELEGATE AND ALTERNATE, LEAGUE OF CALIFORNIA CITIES (LEAGUE) ANNUAL CONFERENCE & EXPO OCTOBER 7-9, 2020, LONG BEACH, CALIFORNIA

The League's 2020 Annual Conference & Expo is scheduled for October 7-9 in Long Beach. In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate and alternate.

RECOMMENDED ACTION: Staff recommends City Council appoint a Delegate and Alternate to allow the City the right to cast one vote on matters pertaining to League policy.

[Letter, Voting Form and Voting Procedures](#)

12. COUNCILMEMBERS' AGENDA

13. CLOSED SESSION

13.a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Discussion of potential for initiation of litigation pursuant to Government Code Section 54956.9(d)(4) - 1 potential case.

13.b. CONFERENCE WITH LABOR NEGOTIATOR GOVERNMENT CODE SECTION 54957.6

City Negotiator: City Manager

Employee Organization: Unrepresented Employees

14. RECESS COUNCIL MEETING

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

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

16. SUCCESSOR AGENCY MEETING - CALL TO ORDER AND ROLL CALL

Board Members: Acosta, Angel, Delgado, Retamoza, (Chairperson) 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

Persons wishing to address the Board on any item on the agenda, or any other matter, are invited to do so at this time. Pursuant to the Brown Act, the Board cannot discuss or take action on items not on the agenda. Matters brought before the Board that are not on the agenda may, at the Board's discretion, be referred to staff or placed on the next agenda.

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. MINUTES

Staff seeks Agency Board approval of the Minutes of the May 26, 2020 meeting.

RECOMMENDED ACTION: Staff recommends the Agency Board approve the above referenced minutes.

[Minutes](#)

19.b. PROPOSED DARK SUCCESSOR AGENCY MEETING DATE

Staff is requesting the Board "go dark" on August 25, 2020, as the Board will be taking a recess during the month of August.

RECOMMENDED ACTION: Staff recommends the Successor Agency Board "go dark" on August 25, 2020.

20. EXECUTIVE DIRECTOR'S AGENDA

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

22. RECONVENE AND ADJOURN COUNCIL MEETING



City Council Agenda Report

**Agenda
Item No.
4.a.**

DATE: July 28, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: CODE ENFORCEMENT AND PUBLIC SAFETY DEPARTMENT
REPORT FOR THE MONTHS OF JUNE

SUMMARY: The City Council will receive a report from Staff on code enforcement and public safety activities in the City.

RECOMMENDATION:

ATTACHMENTS:

[Attachment A - Bulk Item Report 2020](#)

[Attachment B - Code Enforcement Report JUNE 2020](#)

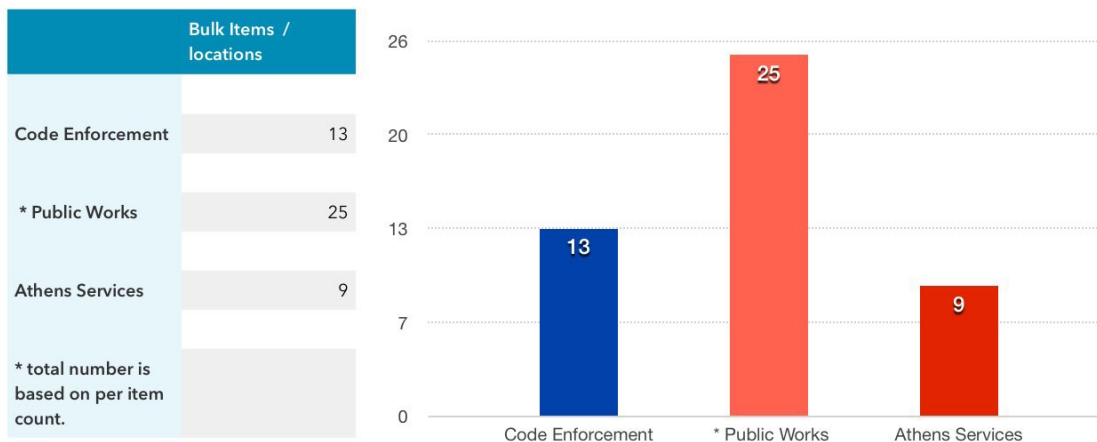
[Attachment C - 4th of July 2020](#)

Code Enforcement

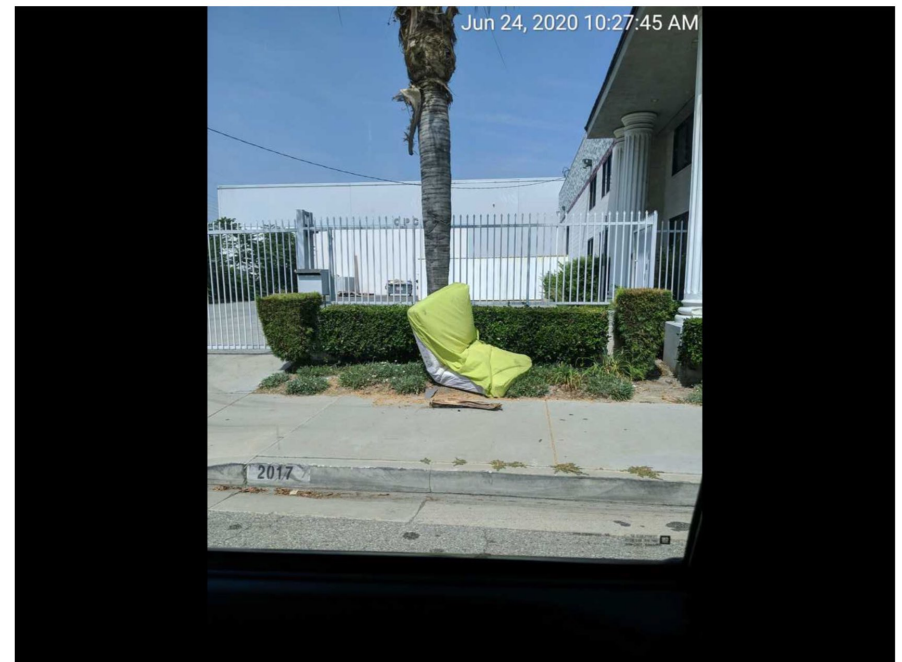
BULK ITEMS REPORT JUNE 2020

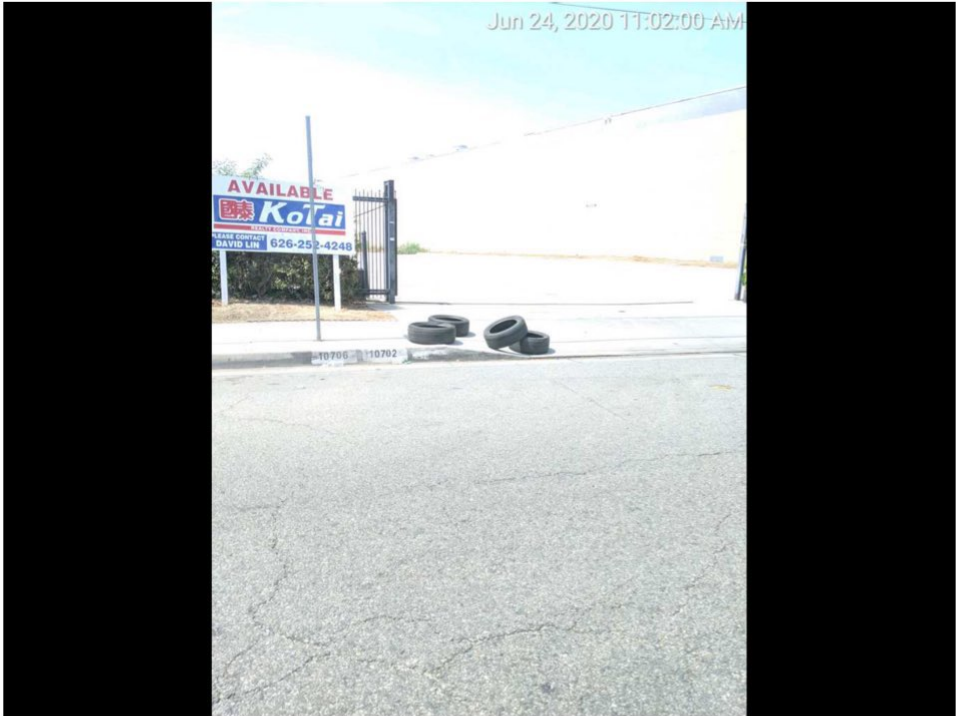
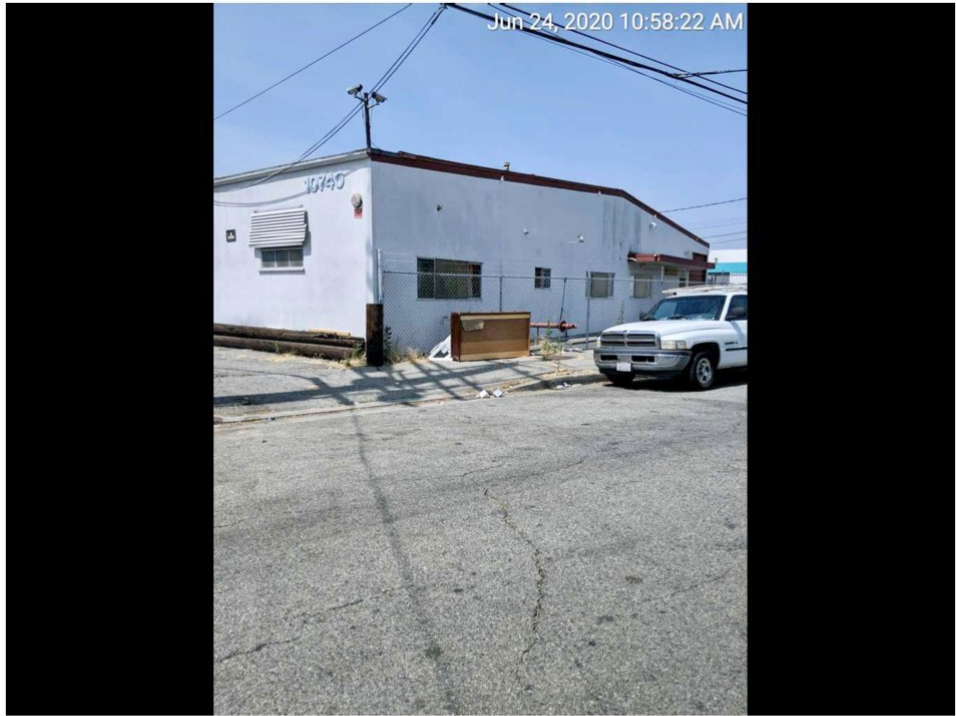
Case #	Topic	Statues	Assigned To	Date Entered	Address	Item Description
1. CE- 20-0297	Street,Sidewalks & Public Places	P	Chris Alvarez	6/5/2020	2129 Seaman Ave.	
2. CE- 20-0290	Street,Sidewalks & Public Places	Closed	Chris Alvarez	6/11/2020	2561 Central Ave.	
3. CE- 20-0335	Street,Sidewalks & Public Places	Closed	Joe Martinez	6/15/2020	2314 Santa Anita Ave.	
4. CE- 20-0305	Street,Sidewalks & Public Places	Closed	Chris Alvarez	6/18/2020	1441 Strozier Ave.	
5. CE- 20-0316	Street,Sidewalks & Public Places	Closed	Joe Martinez	6/19/2020	10304 Weaver Street	
6. CE- 20-0342	Street,Sidewalks & Public Places	Closed	Raul Rodriguez	6/22/2020	2017 Central Ave.	
7. CE- 20-0319	Street,Sidewalks & Public Places	Closed	Chris Alvarez	6/24/2020	2017 Central Ave.	
8. CE- 20-0344	Street,Sidewalks & Public Places	Closed	Raul Rodriguez	6/24/2020	2017 Central Ave.	
9. CE- 20-0345	Street,Sidewalks & Public Places	Closed	Raul Rodriguez	6/24/2020	10740 Weaver Ave.	
10. CE- 20-0346	Street,Sidewalks & Public Places	Closed	Raul Rodriguez	6/24/2020	10750 Weaver Ave.	
11. CE- 20-0347	Street,Sidewalks & Public Places	Closed	Raul Rodriguez	6/24/2020	10702 Weaver Ave.	
12. CE- 20-0348	Street,Sidewalks & Public Places	Closed	Joe Martinez	6/24/2020	2319 Merced Ave.	
13. CE- 20-0351	Street,Sidewalks & Public Places	Closed	Raul Rodriguez	6/30/2020	11357 Michael Hunt Dr.	

PUBLIC WORKS & ATHENS JUNE 2020









CODE ENFORCEMENT REPORT
JUNE 2020

Case #	Topic	Status	Date Entered	Date Due	Assigned To	Address
1 CE-20-0288	Property Maintenance	Closed	6/4/2020		Chris Alvarez	926 DURFEE AVE
2 CE-20-0297	Streets, Sidewalks, and Public Places	Closed	6/5/2020		Chris Alvarez	2129 SEAMAN AVE
3 CE-20-0298	Business	Closed	6/5/2020		Chris Alvarez	1603 SANTA ANITA AVE
4 CE-20-0293	Health & Safety/Public Nuisance	Closed	6/8/2020		Joe Martinez	1613 Potrero Ave
5 CE-20-0294	Health & Safety/Public Nuisance	Closed	6/8/2020		Joe Martinez	10403 KLINGERMANN ST
6 CE-20-0289	Property Maintenance	Open	6/10/2020	8/3/2020	Raul Rodriguez	1536 BUNKER AVE
7 CE-20-0290	Streets, Sidewalks, and Public Places	Closed	6/11/2020		Chris Alvarez	2561 CENTRAL AVE
8 CE-20-0291	Property Maintenance	Closed	6/11/2020		Joe Martinez	1536 PECK RD
9 CE-20-0376	Vehicle & Traffic	Closed	6/11/2020		Joe Martinez	1200 Lerma
0 CE-20-0379	Streets, Sidewalks, and Public Places	Closed	6/11/2020		Joe Martinez	1954 DURFEE AVE
10 CE-20-0299	Property Maintenance	Closed	6/11/2020		Chris Alvarez	1912 Bunker
11 CE-20-0380	Health & Safety/Public Nuisance	Closed	6/12/2020		Joe Martinez	10039 RUSH ST
12 CE-20-0296	Business	Closed	6/12/2020		Chris Alvarez	10039 1/2 Rush st
13 CE-20-0292	Vehicle & Traffic	Closed	6/14/2020		Joe Martinez	2800 Consol Ave
14 CE-20-0295	Property Maintenance	Open	6/15/2020	7/31/2020	Joe Martinez	10106 ALPACA ST
15 CE-20-0335	Streets, Sidewalks, and Public Places	Closed	6/15/2020		Joe Martinez	2314 Santa Anita Avenue
16 CE-20-0341	Property Maintenance	Closed	6/15/2020		Raul Rodriguez	9830 rush
17 CE-20-0300	Property Maintenance	Closed	6/16/2020		Chris Alvarez	1527 DURFEE AVE
18 CE-20-0301	Building Code	Closed	6/16/2020		Chris Alvarez	1635 LEAFDALE AVE
19 CE-20-0302	Property Maintenance	Closed	6/16/2020		Chris Alvarez	2111 SANTA ANITA AVE
20 CE-20-0303	Health & Safety/Public Nuisance	Closed	6/16/2020		Chris Alvarez	2508 LEE AVE
21 CE-20-0304	Property Maintenance	Closed	6/17/2020		Chris Alvarez	10444 ENLOE ST
22 CE-20-0307	Vehicle & Traffic	Closed	6/17/2020		Chris Alvarez	11071 ANDREWS ST
23 CE-20-0381	Business	Open	6/17/2020	8/5/2020	Joe Martinez	2127 EDWARDS AVE
24 CE-20-0382	Business	Open	6/17/2020	8/5/2020	Joe Martinez	2203 EDWARDS AVE
25 CE-20-0349	Property Maintenance	Closed	6/18/2020		Raul Rodriguez	9811 RUSH ST
26 CE-20-0305	Streets, Sidewalks, and Public Places	Closed	6/18/2020		Chris Alvarez	1441 STROZIER AVE
27 CE-20-0306	Property Maintenance	Closed	6/18/2020		Chris Alvarez	1907 COGSWELL RD
28 CE-20-0308	Streets, Sidewalks, and Public Places	Closed	6/18/2020		Chris Alvarez	1824 Central

CODE ENFORCEMENT REPORT
JUNE 2020

29	CE-20-0309	Business	Closed	6/18/2020		Chris Alvarez	10457 Rush Street
30	CE-20-0310	Property Maintenance	Closed	6/18/2020		Chris Alvarez	2650 CHICO AVE
31	CE-20-0311	Streets, Sidewalks, and Public Places	Closed	6/18/2020		Chris Alvarez	2455 CHICO AVE
32	CE-20-0312	Property Maintenance	Closed	6/18/2020		Chris Alvarez	2621 HUMBERT AVE
33	CE-20-0313	Property Maintenance	Closed	6/18/2020		Chris Alvarez	9705 Garvey
34	CE-20-0315	Business	Open	6/18/2020	7/23/2020	Chris Alvarez	2213 TYLER AVE
35	CE-20-0316	Streets, Sidewalks, and Public Places	Closed	6/19/2020		Chris Alvarez	10304 WEAVER ST
36	CE-20-0317	Building Code	Open	6/19/2020	7/23/2020	Chris Alvarez	11237 MICHAEL HUNT DR
37	CE-20-0314	Building Code	Closed	6/19/2020		Chris Alvarez	2147(b) Tyler st
38	CE-20-0342	Streets, Sidewalks, and Public Places	Closed	6/22/2020		Raul Rodriguez	2017 CENTRAL AVE
39	CE-20-0343	Property Maintenance	Closed	6/23/2020		Raul Rodriguez	1201 ESTEBAN TORRES DR
40	CE-20-0345	Streets, Sidewalks, and Public Places	Closed	6/24/2020		Raul Rodriguez	10740 WEAVER AVE
41	CE-20-0346	Streets, Sidewalks, and Public Places	Closed	6/24/2020		Raul Rodriguez	10750 weaver
42	CE-20-0319	Streets, Sidewalks, and Public Places	Closed	6/24/2020		Chris Alvarez	2017 CENTRAL AVE
43	CE-20-0347	Streets, Sidewalks, and Public Places	Closed	6/24/2020		Raul Rodriguez	10702 WEAVER AVE
44	CE-20-0320	Vehicle & Traffic	Closed	6/24/2020		Chris Alvarez	9700 Klingerman
45	CE-20-0348	Streets, Sidewalks, and Public Places	Closed	6/24/2020		Raul Rodriguez	2319 MERCED AVE
46	CE-20-0321	Health & Safety/Public Nuisance	Closed	6/24/2020		Chris Alvarez	12224 Maplefield Street
47	CE-20-0322	Property Maintenance	Open	6/24/2020	7/26/2020	Joe Martinez	1718 STROZIER AVE
48	CE-20-0323	Property Maintenance	Closed	6/24/2020		Chris Alvarez	2727 ROSEMEAD BLVD
49	CE-20-0324	Building Code	Open	6/24/2020	8/6/2020	Joe Martinez	1450 LEAFDALE AVE
50	CE-20-0334	Health & Safety/Public Nuisance	Open	6/24/2020	7/26/2020	Joe Martinez	9436 RUSH ST
51	CE-20-0344	Streets, Sidewalks, and Public Places	Closed	6/24/2020		Raul Rodriguez	2017 CENTRAL AVE
52	CE-20-0325	Vehicle & Traffic	Closed	6/25/2020		Chris Alvarez	2510 LEE AVE
53	CE-20-0326	Vehicle & Traffic	Closed	6/25/2020		Chris Alvarez	2034 PECK RD
54	CE-20-0378	Property Maintenance	Open	6/28/2020	8/5/2020	Joe Martinez	1533 PECK RD
55	CE-20-0350	Streets, Sidewalks, and Public Places	Closed	6/29/2020		Raul Rodriguez	1655 DURFEE AVE
56	CE-20-0351	Streets, Sidewalks, and Public Places	Closed	6/30/2020		Raul Rodriguez	11357 MICHAEL HUNT DR

CODE ENFORCEMENT

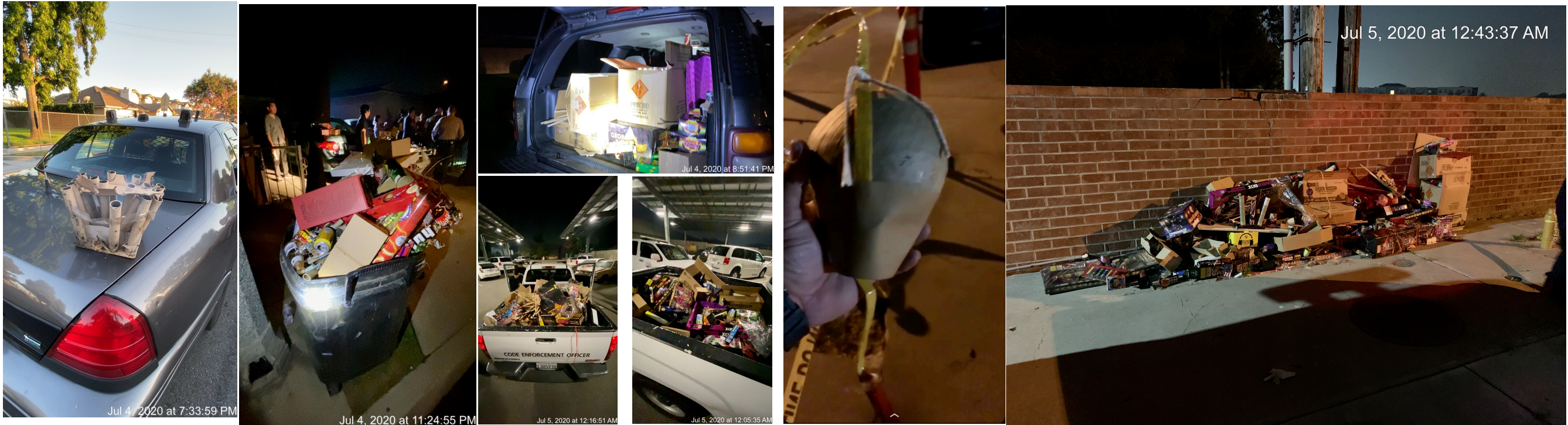
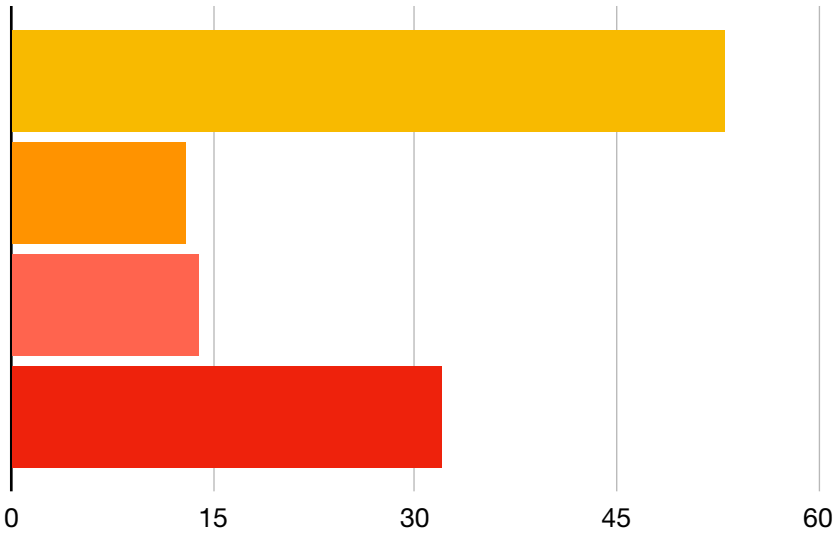
ILLEGAL FIREWORK ENFORCEMENT

Summary: On July 4, 2020 the Code Enforcement and Public Safety Divisions along with the Sheriffs Department conducted citywide enforcement of the use and possession of illegal fireworks. The sweep consisted of two teams and a Sgt., each team had 2 Code Enforcement Officers and 4 Sheriffs Deputies. The Operation started at 7:30 pm and continued until approximately 1 am. There was a total of 37 citations issued on July fourth, 15 citations were issued by Code Enforcement and Public Safety Officers and 22 citations issued by Sheriff’s Deputies. There were also a total of 16 citations issued by Sheriffs Deputy’s leading up to and after the Fourth of July bring the total to 53 citations.

Annual Illegal Firework Enforcement

Year	Citations
2020	53
2019	13
2018	14
2017	32

Number of Citations





City Council Agenda Report

**Agenda
Item No.
4.b.**

DATE: July 28, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: SHERIFF'S DEPARTMENT REPORT FOR THE MONTH OF JUNE

SUMMARY: The City Council will receive a report from the Sheriff's Department and discuss matters concerning law enforcement in the City.

RECOMMENDATION:

ATTACHMENTS:

[South El Monte June 20](#)



South El Monte June 2020

Crime Statistics

South El Monte

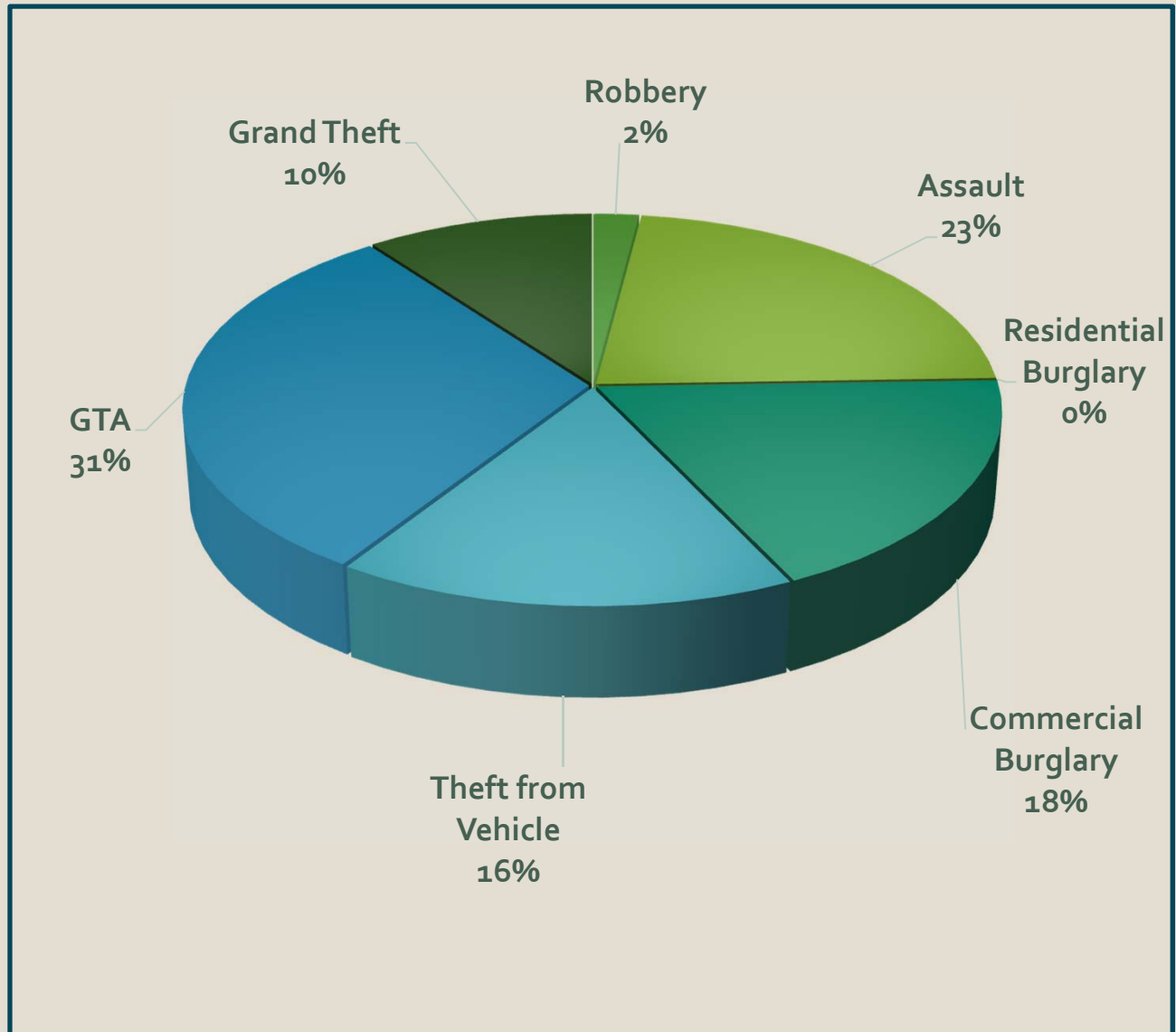
Part I Crime Statistics – June 2020

Part I Crimes	
Homicide	0
Rape	2
Robbery	1
Assault	11
Burglary	9
Larceny	28
Grand Theft Auto	15
Arson	1
Total Part I Crimes	67

Target Crimes	
Robbery	1
Assault	11
Residential Burglary	0
Commercial Burglary	9
Grand Theft	5
Grand Theft Auto	15
Theft from Vehicle	8
Total Target Crimes	49

South El Monte

Target Crimes – June 2020



South El Monte

Part I Crime Statistics

Year to Date 2020

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Homicide	0	0	0	0	0	0							0
Rape	1	0	0	0	1	3							5
Robbery	2	1	5	3	3	1							15
Assault	6	12	4	1	9	11							42
Burglary	16	19	18	24	11	9							101
Larceny	25	27	20	25	28	28							153
GTA	6	8	7	9	20	15							65
Arson	2	0	0	0	0	1							3
Total	58	67	54	62	72	67							384

Part I Crimes 2019

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Homicide	0	0	0	0	0	0	0	0	0	1	0	0	1
Rape	0	0	0	1	2	2	1	0	1	0	2	2	11
Robbery	4	6	3	4	1	5	4	1	2	0	1	1	32
Assault	9	2	1	7	4	1	3	5	8	6	3	9	58
Burglary	11	12	12	10	11	7	11	11	8	5	17	17	132
Larceny	19	21	22	24	26	33	14	20	22	14	13	24	253
GTA	12	14	8	10	11	11	7	12	3	5	7	14	113
Arson	0	0	0	0	1	1	0	0	0	1	0	0	3
Total	55	55	46	56	56	60	40	49	44	32	43	67	603

South El Monte

Part I Crime Statistics – Year to Date

June Arrests 2019-2020

Arrests	2019	2020
Felony	26	34
Misdemeanor	120	121
Infraction	1	1
Total	147	156

Part I Crimes Year End 2018-2019

Part I Crimes	2018	2019	Difference	%Change
Homicide	1	1	0	0.00%
Rape	7	11	4	57.14%
Robbery	33	32	-1	-3.03%
Assault	85	58	-27	-31.76%
Burglary	145	132	-13	-8.97%
Larceny	313	253	-60	-19.17%
Grand Theft Auto	163	113	-50	-30.67%
Arson	5	3	-2	-40.00%
Total Part I Crimes	752	603	-149	-19.81%



City Council Agenda Report

**Agenda
Item No.
4.c.**

DATE: July 28, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: Presentation of Certificate to Sing Tao Newspaper Los Angeles for their 31st Year Anniversary.

SUMMARY: Sing Tao Newspaper, a leading global news organization that has been serving the Chinese communities around the world, is celebrating their 31st anniversary.

RECOMMENDATION:

ATTACHMENTS:



City Council Agenda Report

**Agenda
Item No.
4.d.**

DATE: July 28, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: HABITAT FOR HUMANITY

SUMMARY: The City Council will receive a report from Habitat for Humanity on the agency's Housing Rehabilitation Program.

RECOMMENDATION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENTS:

[SGV Habitat Home Repairs Program](#)

HOME REPAIRS PARTNERSHIP PROPOSAL

Presented to the City Council
City of South El Monte
By San Gabriel Valley Habitat for Humanity
July 28, 2020

Overview of SGV Habitat

- Thirty years' experience building affordable homes for sale to low-income people in cities across San Gabriel Valley.
- Eighty new-build or rehabbed homes completed.
- Over 100 low-income homeowners served through home repairs.
- Able to partner with city governments to provide critical repairs for local low-income homeowners with applicable city funding.

Overview of Home Repairs at SGV Habitat

- Our primary focus is on serving homeowners who apply to SGV Habitat directly.
- Emphasis on critical home repairs (from \$3,000 - \$25,000).
- Qualifying homeowners earn incomes of 80% AMI or less. No rentals.
- We do a mandatory up-front home inspection. Results sometimes reveal issues not identified by homeowner that deserve priority.
- If repairs are funded by SGV Habitat, homeowner pays a small up-front fee (4-8% of total project cost) before the repair work begins.
- So far in 2020, SGV Habitat has completed one home repair project in the cities of Duarte, El Monte and Baldwin Park.

Proposed Partnership with South El Monte

- SGV Habitat is willing to work with City-qualified low-income homeowners and qualify additional households if requested.
- SGV Habitat would do home inspections with one eye on City code issues, and another on projects requested by homeowners.
- City of South El Monte would cover the cost of actual repairs up to a pre-agreed dollar cap.
- SGV Habitat would perform repairs using its in-house construction crew. Volunteers (including City staff and officials) may be allowed to participate subject to Covid 19 safety rules.
- SGV Habitat can provide financial and brief narrative reports regarding completed projects, with photos.

Preferred Outcomes

- Necessary improvements are done which low-income owners otherwise could not do. Well-selected repairs make an outsized difference for each participating homeowner.
- Projects help in upgrading the quality of housing in the neighborhoods where they occur.
- Repairs are delivered in a reasonably short time and at low cost.
- City investments leverage SGV Habitat labor.
- Early successes provide a model that can be repeated across other properties as funding allows.



City Council Agenda Report

**Agenda
Item No.
4.e.**

DATE: July 28, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: SENATOR SUSAN RUBIO

SUMMARY: Presentation by Senator Susan Rubio representing the 22nd District on the State of California's Annual Budget.

RECOMMENDATION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENTS:



City Council Agenda Report

**Agenda
Item No.
7.a.**

DATE: July 28, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: MINUTES

SUMMARY: Staff seeks City Council approval of the Minutes for the Special Meeting of June 22, 2020, Adjourned Regular Meetings of June 23, 2020 and June 29, 2020, and Special Meeting of July 15, 2020.

RECOMMENDATION: Staff recommends City Council approve the above referenced minutes.

ATTACHMENTS:

[Minutes](#)

**CITY OF SOUTH EL MONTE
SPECIAL MEETING MINUTES
JUNE 22, 2020 5:30 P.M.
COUNCIL CHAMBERS
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733**

1. CALL TO ORDER AND ROLL CALL

Mayor Olmos called the meeting to order at 5:31 p.m.

PRESENT: Councilmembers: Acosta, Angel, Retamoza, and Olmos.

ABSENT: Councilmember: Delgado.

Also Present: Christy Lopez, Assistant City Attorney; Rachel Barbosa, City Manager; Rose Juarez, City Clerk; Rene Salas, Public Works Director; William Fox, Interim Finance Director; Paola Lara, Deputy City Clerk; Ariana De La Cruz, Recreation Supervisor; and Ian McAleese, Assistant Planner.

Pursuant to Government Code Section 54953, Subdivision (B) and Governor Newsom's Executive Order N-25-20, dated March 12, 2020, and Executive Order N-29-20, dated March 17, 2020, Teleconference Participation Was Utilized By All City Councilmembers and the City Attorney's Office.

2. APPROVAL OF AGENDA

A motion was made by Angel, seconded by Acosta and carried (4 - 0, Delgado "absent") to approve the agenda.

AYES: Councilmembers: Acosta, Angel, Retamoza, and Olmos.

NAYS: None.

ABSENT: Councilmember: Delgado.

3. PUBLIC COMMENTS

Mayor Olmos opened and closed public comments after determining there was no one wishing to speak.

4. PRESENTATION OF TITLE PLAQUE TO ROSEMARIE "ROSE" JUAREZ FOR 34 YEARS OF DEDICATED SERVICE TO THE CITY OF SOUTH EL MONTE

Council presented a Title Plaque to Rose Juarez and thanked her for 34 years of dedicated service to the City.

5. GENERAL FUND FISCAL YEAR (FY) 2020/2021 BUDGET WORKSHOP

City Manager Barbosa announced the item and introduced Interim Finance Director Fox who presented the staff report and provided a PowerPoint on the City's Fiscal Year (FY) 2020-21 Budget giving an overview of FY 19-20 Projected Results, FY 20-21 Budget Plan, City Initiatives, Major Expenditures for FY 2020-21, Cost

Containment Initiatives, Liability Management Initiatives, Revenue Initiatives, and Other Initiatives Requiring Study (Cost Reductions and Tax Revenues), and briefly discussed General Fund revenues and expenditures.

Mayor Olmos called a recess at 7:13 p.m. and reconvened at 7:20 p.m.

Interim Finance Director Fox stated "FY 19-20 Actual" should be corrected to "FY 19-20 Estimated Year End" on page 1 of 23 on Attachment B.

Mayor Olmos requested to continue the item, there being no objection by Council, the item was continued to the Adjourned Regular Meeting on June 23, 2020.

6. **CORRESPONDENCE**

a. **FUNDING REQUEST FROM EL MONTE/SOUTH EL MONTE EMERGENCY RESOURCES ASSOCIATION**

Mayor Olmos continued the item to an Adjourned Regular Meeting on June 29, 2020.

7. **ADJOURNMENT**

There being no further business coming before this body, Mayor Olmos adjourned the meeting at 7:55 p.m. to Tuesday, June 23, 2020 at 5:30 p.m.

Donna G. Schwartz, City Clerk

Gloria Olmos, Mayor

**CITY OF SOUTH EL MONTE
ADJOURNED REGULAR MEETING MINUTES
JUNE 23, 2020 5:30 P.M.
COUNCIL CHAMBERS
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733**

1. ROLL CALL

Mayor Olmos called the meeting to order at 5:31 p.m.

PRESENT:Councilmembers: Acosta, Angel, Delgado, Olmos, and Retamoza.

Also Present: Anthony R. Taylor, City Attorney; Rachel Barbosa, City Manager; Donna Schwartz, City Clerk; Rene Salas, Public Works Director; William Fox, Interim Finance Director; Paola Lara, Deputy City Clerk; and Ian McAleese, Assistant Planner.

Pursuant to Government Code Section 54953, Subdivision (B) and Governor Newsom's Executive Order N-25-20, dated March 12, 2020, and Executive Order N-29-20, dated March 17, 2020, Teleconference Participation Was Utilized By All City Councilmembers and the City Attorney's Office.

2. PLEDGE OF ALLEGIANCE

Councilmember Acosta led the Pledge of Allegiance.

3. INVOCATION

Dianna P. Gomez, Senior Executive Assistant, offered the Invocation.

4. PRESENTATIONS None.

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

A motion was made by Angel, seconded by Retamoza and carried (4 - 0, Delgado "absent") to approve the agenda.

AYES: Councilmembers: Acosta, Angel, Olmos, and Retamoza.

NAYS: None.

ABSENT:Councilmember: Delgado.

Councilmember Delgado arrived at 5:35 p.m.

6. PUBLIC COMMENT

Mayor Olmos opened and closed public comment after determining there was no one wishing to speak.

7. CONSENT CALENDAR

City Attorney Taylor read the title of Ordinance No. 1247 for Item 7.c.

a. MINUTES

Staff seeks City Council approval of the Minutes of the Regular Meeting of May 12, 2020.

b. WARRANTS

Authorizing payment of City expenditures for the period of June 10, 2020 through June 23, 2020 totaling \$579,815.68.

c. SECOND READING AND ADOPTION OF ORDINANCE NO. 1247, AMENDING ZONING DESIGNATION (ZONE CHANGE NO. 19-22) FROM MANUFACTURING TO MULTI FAMILY RESIDENTIAL FOR PROPERTIES LOCATED AT 2610-2634 CHICO AVENUE

The proposed Ordinance No. 1247 will rezone the four parcels located at 2610-2634 Chico Avenue ("Property") from "Manufacturing" to "Multi Family Residential", to allow for the construction of 72 residential condominiums ("Project").

d. CONSIDERATION OF RESOLUTION NO. 20-64, AUTHORIZING THE ALLOCATION OF \$160,000 FROM GENERAL FUNDS TO ENTER INTO A CONTRACT FOR THE PURCHASE OF A LAND MANAGEMENT SYSTEM, THE SCANNING OF PHYSICAL PERMITS, AND PROCUREMENT OF REQUIRED HARDWARE

The City of South El Monte is receiving a reimbursement grant from California Housing and Community Development ("HCD") in the amount of \$160,000 to purchase a Land Management System ("LMS") and scan physical permits to help streamline the processing of housing permits.

e. CONSIDERATION OF RESOLUTION NO. 20-65, AUTHORIZING THE FILING OF AN APPLICATION TO THE STATE OF CALIFORNIA HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT (HCD) FOR THE LOCAL EARLY ACTION PLANNING (LEAP) GRANT PROGRAM TO HELP STREAMLINE HOUSING PERMITS

Governor Gavin Newsom allocated \$250 million for all regions, cities, and counties to do their part by prioritizing planning activities that accelerate housing production to meet identified needs of every community. Staff proposes to request \$150,000 as part of these grant funds to fund two (3) projects: 1) purchase additional services and continue the development of a Land Management System (LMS) to streamline permit processing and retention, 2) continue to scan all paper permits and plans to digitally link all previous permits in the LMS, and 3) to help fund the development of 6th cycle update of the 2021-2029 Housing Element. The grant funds can be used to fund all of these projects at the discretion of the City as long as they result in encouraging housing production within the City.

- f. **CONSIDERATION OF RESOLUTION NO. 20-66, AMENDING THE AGREEMENT WITH JOHN L. HUNTER & ASSOCIATES, INC. (JLHA) FOR ENVIRONMENTAL SERVICES AND THE MANAGEMENT OF THE MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY PERMIT TO EXTEND THE CONTRACT FOR AN ADDITIONAL THREE (3) MONTHS AND INCREASE COMPENSATION TERMS BY \$40,000 FOR A TOTAL NOT TO EXCEED CONTRACT AMOUNT OF \$190,000**

On June 13, 2017, the City Council adopted Resolution No. 17-50, awarding agreement to JLHA for environmental services and management of the MS4 NPDES regulatory permit for one year for a total of \$75,000, with an option to extend the agreement for an additional two (2) years. The option to extend was inadvertently excluded from the contract, which later resulted in the City Council adopting Resolution No. 19-52 on July 9, 2019, authorizing a new agreement with JLHA to account for the additional two (2) year period in an amount not to exceed \$150,000. Staff now seeks to amend the Agreement.

- g. **CONSIDERATION OF RESOLUTION NO. 20-67, APPROVING THE CITY OF SOUTH EL MONTE'S LIST OF PROJECTS FOR FISCAL YEAR 2020-2021 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

To be eligible to receive funding allocations from SB-1, The Road Repair and Accountability Act of 2017, in Fiscal Year (FY) 2020-21 ("SB-1"), City Council must approve the proposed project streets list ("List"), before the proposed project streets list is submitted to the California Transportation Commission (CTC) by July 15, 2020.

- h. **CONSIDERATION OF RESOLUTION NO. 20-69, APPROVING THE RENEWAL OF THE OLDER AMERICANS ACT AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR THE ELDERLY NUTRITION PROGRAM SERVICES**

On July 1, 2016, a four-year agreement between the County of Los Angeles through its Department of Workforce Development, Aging and Community Services (the "County") and the City of South El Monte (the "City") was entered into to assist with the funding for the City's Elderly Nutrition Program Services (the "Agreement"). This agreement will expire on June 30, 2020. Staff is requesting the City Council authorize the City Manager to enter into a one year agreement with the County to continue providing nutrition services to seniors.

- i. **CONSIDERATION OF A BLUE CURB FEE WAIVER REQUESTED BY DANIEL PARRINO FOR 11432 MICHAEL HUNT DRIVE**

The City received a written request from Mr. Daniel Parrino asking the City to waive all or part of the fees for the installation of a disabled blue curb parking spot in front of his house due to financial hardship.

- j. **CONSIDERATION OF RESOLUTION NO. 20-68, APPROVING A NEW AGREEMENT WITH TRANSTECH ENGINEERS, INC. (TRANSTECH) FOR PROFESSIONAL CONSULTING AND ENGINEERING SERVICES FOR A**

ONE-YEAR TERM IN AN AMOUNT NOT TO EXCEED \$546,240, INCLUDING AN APPROPRIATIONS REQUEST OF \$85,000, WITH AN OPTION TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS

On April 11, 2018, the City Council awarded a Professional Services Agreement to Transtech for General Civil Engineering Services (Agreement) in an amount not-to-exceed \$532,480 for a two-year term, with an option of three (3) one-year renewals. Amendments No. 1, 2, and 3, were since executed to include construction management services and plan check services, and to increase compensation terms for the added services to a total not to exceed contract amount of \$675,480. The term of the agreement expired on April 11, 2020. Due to staff's focus and efforts placed on COVID-19 response measures, staff were unable to seek the City Council's approval to extend the agreement prior to its expiration date. Staff, therefore, seeks to execute a new agreement with Transtech.

A motion was made by Delgado, seconded by Acosta and carried (5 - 0) to approve the Consent Calendar.

AYES:Councilmembers: Acosta, Angel, Delgado, Olmos, and Retamoza.

NAYS:None.

8. **PUBLIC HEARINGS** None.

9. **GENERAL BUSINESS**

a. **FISCAL YEAR 2020-21 ANNUAL BUDGET**

Interim Finance Director Fox provided the staff report, overview of General Fund revenues and expenditures, and stated the following corrections should be made to Attachment B: page 9 of 23, the blank space under Community & Economic Development Planning Commission should be corrected to state "Total"; the division immediately below the previous correction should be corrected from "1410" to "1430" and the department is Planning Function; and page 19 of 23 under Public Works - Waste Management, column FY 19-20 Requested should state \$7,500.

Interim Finance Director Fox stated the FY 2020-21 budget would be brought back on June 29, 2020 with the special revenue budget for Council's consideration and approval.

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

Mayor Olmos provided a report on her attendance of teleconference meetings with SGVCOG, Sanitation District, SEEACA, and Metro.

11. **CORRESPONDENCE** None.

12. **COUNCILMEMBERS' AGENDA**

a. **MAYOR PRO TEM GRACIE RETAMOZA**

1. **Update by Finance Sub-Committee on Last Meeting Conducted**

City Manager Barbosa stated Mayor Pro Tem Retamoza requested to continue Item 12.a.1 to a later meeting.

2. **Consideration of Rotation for City Council Sub-Committees (Finance, Homeless, Census etc.)**

City Manager Barbosa stated Mayor Pro Tem Retamoza requested to continue Item 12.a.2 to a later meeting.

b. **MAYOR GLORIA OLMOS**

1. **Consideration of Re-Naming Adelia Street to AMRO Street**

Mayor Olmos provided an update of the renaming of Adelia Street to AMRO Steet in honor of the AMRO company in the City.

City Manager Barbosa stated staff will bring back a report to Council with the process and update to renaming the street at the July 14, 2020 meeting.

2. **Ban the Sale of All Flavored Tobacco Relating to E-Cigarettes, Hookahs, Pens or Any Other Vaping Device that is Targeting our Kids**

Mayor Olmos provided statistics and information regarding the dangers of flavored tobacco and vaping devices to the youth and requested that an ordinance be prepared banning the sale of flavored tobacco and vaping devices to minors. Council concurred.

Staff was directed to prepare an ordinance banning the sale of flavored tobacco and vaping devices to minors and bring back a staff report for Council's consideration.

3. **Chapcare Warning**

Mayor Olmos stated there was an issue with Chapcare distributing flyers targeting low socioeconomic groups regarding COVID-19 and hydroxychloroquine testing but the issue has been resolved at this time.

13. **CLOSED SESSION**

At 6:42 p.m. City Attorney Taylor announced the City Council would recess to closed session to discuss the item listed on the agenda.

At 6:48 p.m. Mayor Olmos reconvened to open session.

a. **CONFERENCE WITH LABOR NEGOTIATOR GOVERNMENT CODE SECTION 54957.6**

City Negotiator: City Manager

Employee Organizations: South El Monte Employees Association and the South El Monte Executive Management Team Association

City Attorney Taylor Announced Council discussed closed session Item 13.a. There was no reportable action taken.

14. **ADJOURNMENT**

There being no further business coming before this body, at 6:48 p.m. Mayor Olmos adjourned the meeting to June 29, 2020 at 5:30 p.m.

Donna G. Schwartz, City Clerk

Gloria Olmos, Mayor

**CITY OF SOUTH EL MONTE
ADJOURNED REGULAR MEETING MINUTES
JUNE 29, 2020 5:30 P.M.
COUNCIL CHAMBERS
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733**

1. CALL TO ORDER AND ROLL CALL

Mayor Olmos called the meeting to order at 5:31 p.m.

PRESENT: Councilmembers: Acosta, Angel, Olmos, and Retamoza.
ABSENT: Councilmember: Delgado.

Also Present: Anthony R. Taylor, City Attorney; Rachel Barbosa, City Manager; Rene Salas, Public Works Director; William Fox, Interim Finance Director; Paola Lara, Deputy City Clerk; Ariana De La Cruz, Recreation Supervisor; and Ian McAleese, Assistant Planner.

Pursuant to Government Code Section 54953, Subdivision (B) and Governor Newsom's Executive Order N-25-20, dated March 12, 2020, and Executive Order N-29-20, dated March 17, 2020, Teleconference Participation Was Utilized By All City Councilmembers and the City Attorney's Office.

2. APPROVAL OF AGENDA

A motion was made by Angel, seconded by Acosta and carried (4 - 0, Delgado "absent") to approve the agenda.

AYES: Councilmembers: Acosta, Angel, Olmos, and Retamoza.
NAYS: None.
ABSENT: Councilmember: Delgado.

Councilmember Acosta noted he would like to pull Item 7.a. for discussion.

Councilmember Delgado arrived at 5:34 p.m.

3. PUBLIC COMMENTS

Mayor Olmos opened and closed public comment after determining there was no one wishing to speak.

4. CONSENT CALENDAR

City Attorney Taylor announced there were changes to item 4.c. and the supplement with changes was sent to Council as well as posted on-line before the meeting.

- a. APPROVAL OF RESOLUTION NO. 20-70, ADOPTING AND APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF SOUTH EL MONTE AND THE SOUTH EL MONTE EMPLOYEES'**

ASSOCIATION (SEMEA)

The MOU between the City of South El Monte and the South El Monte Employee's Association (SEMEA) is for the period beginning July 1, 2020 and ending June 30, 2022.

- b. **APPROVAL OF RESOLUTION NO. 20-71, ADOPTING AND APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF SOUTH EL MONTE AND THE SOUTH EL MONTE EXECUTIVE MANAGEMENT TEAM ASSOCIATION (SEMEMTA)**

The MOU between the City of South El Monte and the South El Monte Executive Management Team Association (SEMEMTA) is for the period beginning July 1, 2020 and ending June 30, 2022.

- c. **CONSIDERATION OF RESOLUTION NO. 20-72, APPROVING AMENDMENT NO. 6 TO CONTRACT WITH HUNTINGTON CULINARY FOR AN INCREASE IN COMPENSATION TERMS AND AUTHORIZING A BUDGET ADJUSTMENT TO THE FISCAL YEAR (FY) 2019-2020 BUDGET**

On June 11, 2019, the City Council amended the agreement for culinary services to Huntington Culinary ("Agreement"), to extend the term of the Agreement one year with a yearly not-to-exceed amount of \$235,654.20. Due to the COVID-19 Pandemic and the California Safer at Home Initiative we have experienced a 176% increase in the number of meals served to eligible South El Monte senior residents each week. The Agreement must be extended again to address this increase.

A motion was made by Angel, seconded by Acosta and carried (5 - 0) to approve the Consent Calendar.

AYES:Councilmembers: Acosta, Angel, Delgado, Retamoza, and Olmos.
NAYS:None.

5. GENERAL BUSINESS

a. FISCAL YEAR 2020-21 ANNUAL BUDGET - SPECIAL FUNDS

City Manager Barbosa announced the item and introduced Interim Finance Director Fox who presented the staff report and provided a PowerPoint giving an overview of Special Revenue Funds, Individual Fund Purpose and Plan and a Capital Outlay Summary. Mr. Fox noted on page 23 of Attachment A, the June 30, 2020 balance amount under Fund 43 - Transportation Development Act Fund should be corrected from \$15,091 to \$31,253 and informed Council the City will be conducting research on how to best account for and maintain the various funds. After Council discussion, no action was taken but direction was given to staff to look into exchanging Measure A Funds for General Funds.

6. PUBLIC HEARING

a. ADOPTION OF FISCAL YEAR 2020-21 ANNUAL BUDGET

Mayor Olmos opened and closed public hearing after determining there was no one wishing to speak.

A motion was made by Acosta, seconded by Angel and carried (3 - 2, Delgado, and Retamoza "no") to adopt Resolution No. 20-73 approving the FY 2020-21 Budget which encompasses the General Fund, Special Revenues Funds, and Capital Improvement Projects.

AYES:Councilmembers: Acosta, Angel, and Olmos.

NAYS:Councilmembers: Delgado, and Retamoza.

7. **CORRESPONDENCE**

a. **FUNDING REQUEST FROM EL MONTE/SOUTH EL MONTE EMERGENCY RESOURCES ASSOCIATION**

Council discussed at length the funding request made by the El Monte/South El Monte Emergency Resources Association.

Councilmember Acosta feels the funds being requested could be used towards other programs in the City and recommends the City be part of the deciding factor of who receives funding.

Mayor Olmos agrees with Councilmember Acosta and noted other funds that are coming in from other resources and feels it's a good idea for the City to be the deciding factor of which programs receive funding.

Councilmember Angel suggested giving El Monte/South El Monte Emergency Resources Association monies from the other funds the City will be receiving in place of funds from the general fund and use general funds towards programs in our community.

Mayor Olmos agrees with Councilmember Angel.

Mayor Pro Tem Retamoza questioned if grant funds can be used for disbursement to nonprofit organizations. City Manager Barbosa stated yes the City can choose who can receive the monies but without staff it would be difficult to keep track of these types of funds.

Councilmember Delgado stated, if Council chooses not to fund El Monte/South El Monte Emergency Resources Association, he would like to make a motion to fund it from CDBG funds. City Manager Barbosa informed Mr. Delgado that CDBG funds are Federal funds which have strict requirements. Mr. Delgado would like to honor the request made by the Association but not use general funds but also feels there are other options that can be reviewed in the general fund.

A motion was made by Delgado, and failed due to lack of a second, to approve the funding request from El Monte/South El Monte Emergency Resources Association.

A substitute motion was made by Acosta, seconded by Angel and carried (3 - 2, Delgado, and Retamoza "no") to deny the funding request from El Monte/South El Monte Emergency Resources Association.

AYES:Councilmembers: Acosta, Angel, and Olmos.

NAYS:Councilmembers: Delgado, and Retamoza.

8. **ADJOURNMENT**

There being no further business coming before this body, at 6:50 p.m. Mayor Olmos adjourned the meeting.

Donna G. Schwartz, City Clerk

Gloria Olmos, Mayor

**CITY OF SOUTH EL MONTE
SPECIAL MEETING MINUTES
JULY 15, 2020 6:00 P.M.
COUNCIL CHAMBERS
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733**

1. ROLL CALL

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

PRESENT: Councilmembers: Acosta, Angel, Retamoza, and Olmos.

ABSENT: Councilmember: Delgado.

Also Present: Anthony R. Taylor, City Attorney; Rachel Barbosa, City Manager; Donna G. Schwartz, City Clerk, and Ian McAleese, Assistant Planner.

Pursuant to Government Code Section 54953, Subdivision (B) and Governor Newsom's Executive Order N-25-20, dated March 12, 2020, and Executive Order N-29-20, dated March 17, 2020, Teleconference Participation Was Utilized By All City Councilmembers and the City Attorney's Office.

2. APPROVAL OF AGENDA

A motion was made by Angel, seconded by Acosta and carried (4 - 0, Delgado "absent") to approve the agenda.

AYES: Councilmembers: Acosta, Angel, Retamoza, and Olmos.

NAYS: None.

ABSENT: Councilmember: Delgado.

3. PUBLIC COMMENTS

Mayor Olmos opened and closed public comment after determining there was no one wishing to speak.

4. CLOSED SESSION

At 6:02 p.m. City Attorney Taylor announced City Council would recess to closed session to discuss Items 4.a. and 4.b. listed on the agenda.

At 7:17 Mayor Olmos reconvened to open session.

a. CONFERENCE WITH LABOR NEGOTIATOR GOVERNMENT CODE SECTION 54957.6

City Negotiator: City Manager

Employee Organizations: South El Monte Employees Association and the South El Monte Executive Management Team Association

b. PUBLIC EMPLOYEE APPOINTMENT GOVERNMENT CODE SECTION 54957

Title: Director of Community Development

City Attorney Taylor announced Council discussed closed session Items 4.a. and 4.b. and there was no reportable action taken.

5. ADJOURNMENT

There being no further business coming before this body, at 7:17 p.m. Mayor Olmos adjourned the meeting.

Donna G. Schwartz, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

**Agenda
Item No.
7.b.**

DATE: July 28, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: WARRANTS

SUMMARY: Authorizing payment of City expenditures for the period of July 15, 2020 through July 28, 2020 totaling \$1,296,114.83

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 20-84, authorizing payment of City expenditures.

ATTACHMENTS:
[Resolution No. 20-84](#)

RESOLUTION NO. 20-84

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD OF JULY 15, 2020 THROUGH JULY 28, 2020 TOTALING \$1,296,114.83

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.


Accounting Manager

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

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 19/20	Electronic Warrants	07/15/2020 – 07/28/2020	4047-4058	\$12,337.24
FY 19/20	Hand Typed Warrants	07/15/2020 – 07/28/2020	136224-136237	\$32,795.63
FY 19/20	Regular Warrants	07/15/2020 – 07/28/2020	136238-136287	\$100,818.06
FY 20/21	Electronic Warrants	07/15/2020 – 07/28/2020	4047-4058	\$644,797.65
FY 20/21	Hand Typed Warrants	07/15/2020 – 07/28/2020	136224-136237	\$40,883.42
FY 20/21	Regular Warrants	07/15/2020 – 07/28/2020	136288-136321	\$342,538.91
Payroll	Manual Check	PPE 07/11/2020	27201-27203	\$8,852.59
Payroll	Check	PPE 07/11/2020	27204-27213	\$7,648.78
Payroll	Direct Deposit	PPE 07/11/2020	757154-757247	\$105,442.55

TOTAL EXPENDITURES RESOLUTION NO. 20-84 \$1,296,114.83

PASSED, APPROVED, AND ADOPTED this 28th day of July 2020.

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. 20-84, was duly passed and approved by the City Council of the City of South El Monte at a adjourned regular meeting of said Council held on the 28th day of July 2020, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

City of South El Monte
Warrant Register
Council Meeting if 07/28/2020

FY	BUDGET UNIT	NAME	CHECK NUMBER	CHECK DATE	DESCRIPTION	AMOUNT
20	011701710	SAM'S CLUB DIRECT	4047	07/09/20	COUNCIL SUP RESTOCK	452.71
20	011701710	SAM'S CLUB DIRECT	4047	07/09/20	COUNCIL SUP RESTOCK	69.51
20	011501540	SAM'S CLUB DIRECT	4047	07/09/20	SUMMER CAMP SUPPLIE	131.09
20	011501530	SAM'S CLUB DIRECT	4047	07/09/20	WAGONS FRZN MEALS#5	132.26
20	011501540	SAM'S CLUB DIRECT	4047	07/09/20	SUMMER CAMP SNACKS	170.27
						955.84
20	011701760	HOME DEPOT CREDIT S	4056	07/16/20	LOCK HUT STREET SIG	21.68
20	011601610	HOME DEPOT CREDIT S	4056	07/16/20	BIT TIPS/HOLDER CCT	27.31
20	011701710	HOME DEPOT CREDIT S	4056	07/16/20	SUPPLIES BERTHA OFF	27.34
20	011601610	HOME DEPOT CREDIT S	4056	07/16/20	SAND PAPER CCTR	35.48
20	011601610	HOME DEPOT CREDIT S	4056	07/16/20	SUP. CCTR AMPHITHEA	39.54
20	011601630	HOME DEPOT CREDIT S	4056	07/16/20	PLEXIGLASS SUPPLIES	45.91
20	011701710	HOME DEPOT CREDIT S	4056	07/16/20	PAINT FOUNTAIN CHAL	53.98
20	011701720	HOME DEPOT CREDIT S	4056	07/16/20	PAINT RESTROOMS YAR	31.31
20	011701720	HOME DEPOT CREDIT S	4056	07/16/20	FLOOR SCRAP BLADES	57.43
20	011601610	HOME DEPOT CREDIT S	4056	07/16/20	SUP REMOVE PAINT CC	64.51
20	011701750	HOME DEPOT CREDIT S	4056	07/16/20	GRINDER LANDSCAPING	71.14
20	011601610	HOME DEPOT CREDIT S	4056	07/16/20	PAINT SUPP DANCE CC	84.37
20	011701710	HOME DEPOT CREDIT S	4056	07/16/20	BATTERIES CHALL	91.08
20	011601630	HOME DEPOT CREDIT S	4056	07/16/20	CEILING TILES MCTR	107.92
20	011701710	HOME DEPOT CREDIT S	4056	07/16/20	PHONE LINE SET UP	121.92
20	011601610	HOME DEPOT CREDIT S	4056	07/16/20	PAINT CCTR	152.67
20	011701720	HOME DEPOT CREDIT S	4056	07/16/20	10PK BATTERIES	153.07
20	011601620	HOME DEPOT CREDIT S	4056	07/16/20	PAINT SCTR LUNCH RO	155.74
20	011601630	HOME DEPOT CREDIT S	4056	07/16/20	PAINT/SUPPLIES MCTR	240.13
20	011601630	HOME DEPOT CREDIT S	4056	07/16/20	PAINT SUPPLIES MCTR	245.81
20	011601610	HOME DEPOT CREDIT S	4056	07/16/20	PAINT CCTR AMPHITHE	305.8
20	011601610	HOME DEPOT CREDIT S	4056	07/16/20	SUPPLES/TOOLS CCTR	322.93
20	011701750	HOME DEPOT CREDIT S	4056	07/16/20	LANDSCAPE PWR DRILL	328.9
20	011601610	HOME DEPOT CREDIT S	4056	07/16/20	AMPT. BASE/ADHESIVE	329.19
20	011601610	HOME DEPOT CREDIT S	4056	07/16/20	10 GAL PAINT CCTR	334.68
20	011601610	HOME DEPOT CREDIT S	4056	07/16/20	PAINT SUPPLIES CCTR	414.85
20	011601610	HOME DEPOT CREDIT S	4056	07/16/20	PAINT SUPPLIES CCTR	525.99
20	011601610	HOME DEPOT CREDIT S	4056	07/16/20	10 GAL PAINT FOR CC	579.88
20	011701750	HOME DEPOT CREDIT S	4056	07/16/20	SUPPLIES LANDSCAPIN	753.29
						5723.85
20	011701750	US BANK VOYAGER FLE	4057	07/16/20	5/25-6/24 FUEL LAND	1308.31
20	011701750	US BANK VOYAGER FLE	4057	07/16/20	5/25-6/24 TAXEX. LA	-77.73
20	011701740	US BANK VOYAGER FLE	4057	07/16/20	5/25-6/24 TAXEX. BL	-14.61
20	011407020	US BANK VOYAGER FLE	4057	07/16/20	5/25-6/24 TAXEX. CO	-11.31

20	011401100	US BANK VOYAGER FLE	4057	07/16/20	5/25-6/24 TAXEX. PS	-3.41
20	011701740	US BANK VOYAGER FLE	4057	07/16/20	INADVERT SHORT PAY	27
20	011401100	US BANK VOYAGER FLE	4057	07/16/20	5/25-6/24 FUEL P-SF	57.85
20	011407020	US BANK VOYAGER FLE	4057	07/16/20	5/25-6/24 FUEL CODE	191.1
20	011701740	US BANK VOYAGER FLE	4057	07/16/20	5/25-6/24 FUEL BLD/	251.32
						1728.52
20	011701760	SOUTHERN CALIFORNIA	4058	07/21/20	5/16-6/16 9755 RUSH	38.92
20	011701760	SOUTHERN CALIFORNIA	4058	07/21/20	5/16-6/16 1 KLING/T	42.66
20	011701760	SOUTHERN CALIFORNIA	4058	07/21/20	5/16-6/16 1 SLAC/SA	44.53
20	011701760	SOUTHERN CALIFORNIA	4058	07/21/20	5/16-6/16 1348 SANT	46.86
20	011701760	SOUTHERN CALIFORNIA	4058	07/21/20	5/16-6/16 9200 GARV	48.87
20	011701760	SOUTHERN CALIFORNIA	4058	07/21/20	5/16-6/16 1 PECK/RU	49.96
20	011701760	SOUTHERN CALIFORNIA	4058	07/21/20	5/16-6/16 9601 RUSH	49.97
20	011701760	SOUTHERN CALIFORNIA	4058	07/21/20	5/16-6/16 2400 SANT	52.6
20	011701760	SOUTHERN CALIFORNIA	4058	07/21/20	5/16-6/16 1 DUR/SLA	54.49
20	011701760	SOUTHERN CALIFORNIA	4058	07/21/20	5/16-6/16 2001 MERC	62.88
20	011701760	SOUTHERN CALIFORNIA	4058	07/21/20	5/16-6/16 1 POTR/GA	65.88
20	011701760	SOUTHERN CALIFORNIA	4058	07/21/20	5/16-6/16 1100 SANT	72.34
20	011701760	SOUTHERN CALIFORNIA	4058	07/21/20	5/16-6/16 10303 RUS	80.94
20	011701760	SOUTHERN CALIFORNIA	4058	07/21/20	5/16-6/16 1 GARV/RS	82.33
20	011701760	SOUTHERN CALIFORNIA	4058	07/21/20	JUN'20 2551 HAVENPA	82.56
20	011701760	SOUTHERN CALIFORNIA	4058	07/21/20	JUN'20 SCHMID/SANTA	82.81
20	011701760	SOUTHERN CALIFORNIA	4058	07/21/20	5/16-6/16 1955 ROSE	86.85
20	011701760	SOUTHERN CALIFORNIA	4058	07/21/20	5/16-6/16 1 DUR/THI	91.69
20	011701760	SOUTHERN CALIFORNIA	4058	07/21/20	5/16-6/16 1 DUR/PEC	94.42
20	011701760	SOUTHERN CALIFORNIA	4058	07/21/20	5/26-6/24 10498 FER	101.1
20	011701760	SOUTHERN CALIFORNIA	4058	07/21/20	5/16-6/16 1 RUSH/TY	113.8
20	011701760	SOUTHERN CALIFORNIA	4058	07/21/20	5/16-6/16 1 DUR/PEC	117.49
20	011701760	SOUTHERN CALIFORNIA	4058	07/21/20	5/16-6/16 1 RUSH/DU	134.44
20	011601630	SOUTHERN CALIFORNIA	4058	07/21/20	5/15-6/16 1824 CENT	185.13
20	011701760	SOUTHERN CALIFORNIA	4058	07/21/20	JUN'20 SANTA/FAWCET	580.67
20	011701710	SOUTHERN CALIFORNIA	4058	07/21/20	5/15-6/16 1415 SANT	847.41
20	011701760	SOUTHERN CALIFORNIA	4058	07/21/20	5/26-6/24 10838 MIC	25.55
20	011701760	SOUTHERN CALIFORNIA	4058	07/21/20	5/16-6/16 1 CHIC/GA	35.18
						3372.33
20	063003020	SAM'S CLUB DIRECT	4047	07/09/20	EM.MEALS DELIVERY P	272.73
						272.73
20	448008010	US BANK VOYAGER FLE	4057	07/16/20	5/25-6/24 FUEL TRAN	301.73
20	448008010	US BANK VOYAGER FLE	4057	07/16/20	5/25-6/24 TAXEX. TR	-17.76
						283.97

Total Report \$12,337.24


City Manager

City of South El Monte
Warrant Register
Council Meeting of 07/28/2020

FY	BUDGET UNIT	NAME	CHECK NUMBER	CHECK DATE	DESCRIPTION	AMOUNT
20	01	DAISY GRACIANO	136224	07/09/20	TBALL REFUND JEREMY	40.00
						40.00
20	011001040	CIVICPLUS, LLC	136225	07/09/20	WEBSITE FINAL PYMT	21,781.20
						21,781.20
20	011701770	JCB FINANCE, PROG.	136232	07/16/20	JUN'20 TRACTOR LEAS	1,694.67
						1,694.67
20	011701730	SAN GABRIEL VALLEY	136233	07/16/20	5/27-6/25 1341 ISL/	19.68
20	011601620	SAN GABRIEL VALLEY	136233	07/16/20	5/27-6/25 1556 CENT	200.23
20	011601610	SAN GABRIEL VALLEY	136233	07/16/20	5/27-6/25 1530 CENT	468.61
20	011701710	SAN GABRIEL VALLEY	136233	07/16/20	5/27-6/25 1415 SANT	590.06
20	011601670	SAN GABRIEL VALLEY	136233	07/16/20	5/27-6/25 1819 CENT	613.04
20	011601640	SAN GABRIEL VALLEY	136233	07/16/20	5/27-6/25 1500 CENT	1,092.26
20	011601660	SAN GABRIEL VALLEY	136233	07/16/20	5/27-6/25 1402 LERM	2,933.68
20	011601650	SAN GABRIEL VALLEY	136233	07/16/20	5/27-6/25 1450 LIDC	3,146.63
						9,064.19
20	011701710	THE GAS COMPANY	136234	07/16/20	5/29-6/29 1415 SANT	215.57
						215.57
20	011601620	ACTION SALES	136238	07/28/20	2 DOORS FRIDGE SCTR	3,561.81
						3,561.81
20	011501530	ADMINISTRATIVE SERV	136239	07/28/20	6/1-6/22 TAXISVCS#5	411.83
						411.83
20	011001030	ALESHIRE & WYNDER,	136240	07/28/20	MAR'20 LEGAL SVCS#5	34,247.50
						34,247.50
20	011501530	AMAZON CAPITAL SERV	136241	07/28/20	ALCOHOL WIPES	59.98
20	011501530	AMAZON CAPITAL SERV	136241	07/28/20	CORK WALL BOARDERS	66.76
20	011701020	AMAZON CAPITAL SERV	136241	07/28/20	FACE SHIELDS #502	107.75
20	011501530	AMAZON CAPITAL SERV	136241	07/28/20	OFFICE CHAIR	112.67
20	011701770	AMAZON CAPITAL SERV	136241	07/28/20	SHIELDS FOR FLEET#5	329.97
						677.13
20	011701770	AUTOZONE	136242	07/28/20	SUPPLIES FOR GARAGE	28.50
20	011701770	AUTOZONE	136242	07/28/20	OIL/ANTIFREZE GARAG	45.64
						74.14
20	011701020	BASE HILL, INC.	136244	07/28/20	JUN'20 JANITORIAL S	7,339.00
						7,339.00
20	011401440	BUREAU VERITAS NORT	136245	07/28/20	JUN'20 BUILD INSPEC	720.00
20	011301320	BUREAU VERITAS NORT	136245	07/28/20	JUN'20 BUS LIC INSP	1,120.00
						1,840.00
20	01	CALIFORNIA BUILDING	136246	07/28/20	APR-JUN'20 SB1473 F	109.80

						109.80
20	011701710	CINTAS CORP. #693	136247	07/28/20	JUN20 MAT CLEAN CHA	24.43
20	011601620	CINTAS CORP. #693	136247	07/28/20	JUN20 MAT CLEAN SCT	48.86
20	011601620	CINTAS CORP. #693	136247	07/28/20	JUN20 MAT CLEAN SCT	40.61
						113.90
20	011201210	CITY CLERKS ASSOC.	136248	07/28/20	MEMBERSHIP THRU7/20	55.00
						55.00
20	011701770	CITY OF EL MONTE-FI	136249	07/28/20	MAY'20 CNG FUEL #28	78.77
20	011701770	CITY OF EL MONTE-FI	136249	07/28/20	JUN'20 CNG FUEL #28	110.50
						189.27
20	011601640	THE ILLINI COMPANIE	136250	07/28/20	JUN'20 POOL MTNC	1,775.00
20	011601640	THE ILLINI COMPANIE	136250	07/28/20	CHEM POOL DELV. 6/2	139.90
						1,914.90
20	011601620	COUNTY OF L.A. DEPT	136251	07/28/20	HEALTH PERMIT SCTR	361.00
20	011601640	COUNTY OF L.A. DEPT	136251	07/28/20	SEM POOL HEALTH PER	1,020.00
						1,381.00
20	011001050	DEPT. OF JUSTICE-AC	136252	07/28/20	5 FINGERPRINTS APPS	160.00
						160.00
20	011701770	DWS TIRES	136254	07/28/20	DAMAGE TIRE UNIT#97	50.00
						50.00
20	011601610	ECOLAB PEST ELIM. D	136255	07/28/20	JUN'20 PEST CONT CC	69.18
20	011701720	ECOLAB PEST ELIM. D	136255	07/28/20	JUN'20 PEST CONT YA	144.14
20	011701710	ECOLAB PEST ELIM. D	136255	07/28/20	JUN'20 PESTCONT CHA	194.39
20	011601620	ECOLAB PEST ELIM. D	136255	07/28/20	JUN'20 PEST CONT SC	254.20
						661.91
20	011701710	EL MONTE ORNAMENTAL	136256	07/28/20	SUP TO REMOVE PAINT	77.00
						77.00
20	011601650	EWING IRRIGATION	136257	07/28/20	HANDLE/CAN NTP	111.32
20	011601670	EWING IRRIGATION	136257	07/28/20	SPRINKLER RPR MVD	405.48
						516.80
20	011701760	FLAGTIME USA	136258	07/28/20	62 USA FLAGS FOR ST	1,164.91
						1,164.91
20	011601620	GRANT'S TRUE VALUE	136259	07/28/20	PLUMBING PART SCTR	3.78
20	011701710	GRANT'S TRUE VALUE	136259	07/28/20	HARDWARE STANDS#502	31.96
20	011701720	GRANT'S TRUE VALUE	136259	07/28/20	FLASHLIGHT STAFF	44.37
20	011601610	GRANT'S TRUE VALUE	136259	07/28/20	PAINTING SUP CCTR	84.06
						164.17
20	011301310	HINDERLITER, DE LLA	136260	07/28/20	CONT SVCS SALES TAX	1,876.14
						1,876.14
20	011701760	JCL TRAFFIC SERVICE	136261	07/28/20	NO PARKING SIGNS	617.03
						617.03
20	011701750	JHM SUPPLY	136262	07/28/20	IRRIGATION SUP. STO	98.59
						98.59
20	011101110	L.A. COUNTY SHERIFF	136264	07/28/20	9/1-3/31/20 STAR SV	1,927.20

20	011701740	SRS AUTOMOTIVE	136276	07/28/20	REPAIRS UNIT #15	483.77
20	011701740	SRS AUTOMOTIVE	136276	07/28/20	REPLACE CLUT/PLATE#	717.89
						1,201.66
20	011701760	ST. FRANCIS ELECTRI	136277	07/28/20	JUN'20 TRAF SIG MTN	512.50
20	011701760	ST. FRANCIS ELECTRI	136277	07/28/20	JUN'20 TRAFF SIG MT	743.25
						1,255.75
20	011501530	SUPERIOR WAREHOUSE	136278	07/28/20	REFRESHMENT VOLUNTE	24.18
						24.18
20	011001050	TAG/AMS, INC.	136279	07/28/20	DRUG TEST - HERRERA	65.00
						65.00
20	011701020	JOSE TEJEDA	136280	07/28/20	FY 19/20 BOOT ALLOW	50.00
						50.00
20	011701760	TKE ENGINEERING , I	136281	07/28/20	DESIGN SVCS DEC18#2	340.00
20	011701760	TKE ENGINEERING , I	136281	07/28/20	DESIGN SVCS MAR19#2	370.00
20	011701760	TKE ENGINEERING , I	136281	07/28/20	DESIGN SVCS MAR18#2	901.45
20	011701760	TKE ENGINEERING , I	136281	07/28/20	DESIGN SVCS OCT17#2	1,086.83
20	011701760	TKE ENGINEERING , I	136281	07/28/20	DESIGN SVCS MAY18#2	2,500.00
						5,198.28
20	011701020	LUIS VALENZUELA	136283	07/28/20	FY19/20 BOOT ALLOW	200.00
						200.00
20	011701760	VULCAN MATERIALS CO	136284	07/28/20	ASPHALT ST REPAIRS	135.00
20	011701760	VULCAN MATERIALS CO	136284	07/28/20	ASPHALT ST. REPAIRS	180.00
						315.00
20	011701740	WAXIE SANITARY SUPP	136285	07/28/20	DISINFECTANT #502	312.51
						312.51
20	011701750	WHITTIER FERTILIZER	136286	07/28/20	SOD SUP MEDIANS	384.04
20	011701750	WHITTIER FERTILIZER	136286	07/28/20	SOD SUP MEDIANS	1,309.77
						1,693.81
20	011401440	NEFTALI CORTEZ	136287	07/28/20	JAN-JUN20 FORECLOSU	3,200.00
						3,200.00
20	05	NATIONWIDE RETIREME	136228	07/14/20	JULY 7/11 R. JUAREZ	10,375.00
20	05	NATIONWIDE RETIREME	136235	07/16/20	PPE 7/11 2ND PAYROL	4,150.50
						14,525.50
20	05	STANDARD INSURANCE	136236	07/16/20	PPE 7/11 DENTAL	2,629.46
20	05	STANDARD INSURANCE	136236	07/16/20	PPE 7/25 DENTAL	2,629.46
						5,258.92
20	05	VONS CREDIT UNION	136237	07/16/20	PPE 7/11 ASSOC. FEE	49.50
20	05	VONS CREDIT UNION	136237	07/16/20	PPE 7/25 ASSOC. FEE	49.50
						99.00
20	063003020	AMAZON CAPITAL SERV	136241	07/28/20	ALCOHOL WIPES THERM	8.53
						8.53
20	063003020	DRIFTWOOD DAIRY, IN	136253	07/28/20	6/26 MILK/BREAD PRG	21.14
20	063003010	DRIFTWOOD DAIRY, IN	136253	07/28/20	6/26 MILK/BRED PRGM	190.31
						211.45
20	135005010	B&M LAWN & GARDEN C	136243	07/28/20	RIVAL INDUST. MOWER	13,542.62

						13,542.62
20	255505510	JOHN L. HUNTER AND	136263	07/28/20	JUN'20 RECYCLE OIL	476.60
20	275755710	JOHN L. HUNTER AND	136263	07/28/20	JUN'20 RECYCLE BEV.	1,232.71
						1,709.31
20	389009000	TKE ENGINEERING , I	136281	07/28/20	MAY'20 DESIGN SVC#2	29.90
						29.90
20	397007075	JIMMY'S DONUTS & CH	136226	07/14/20	BUSINESS ASST PRGM	5,000.00
						5,000.00
20	397007070	ROCHELLE LOVELL	136227	07/14/20	RENTAL ASST PRGM	1,000.00
						1,000.00
20	397007075	NOOR THREADING	136229	07/14/20	BUSINESS ASST PRGM	5,000.00
						5,000.00
20	397007075	STUDENT 1ST DRIVING	136230	07/14/20	BUSINESS ASST PRGM	5,000.00
						5,000.00
20	397007075	TOTAL DESIGN FURNIT	136231	07/14/20	BUSINESS ASST PRGM	5,000.00
						5,000.00
20	409009000	TKE ENGINEERING , I	136281	07/28/20	MAY'20 DESIGN SVC#2	267.60
						267.60
20	448008010	AUTOZONE	136242	07/28/20	BATTERIES UNIT #100	470.71
20	448008010	AUTOZONE	136242	07/28/20	CREDIT BATTERIES #1	(66.00)
20	448008010	AUTOZONE	136242	07/28/20	AIR FRESHNER #26	21.32
						426.03
20	448008010	DWS TIRES	136254	07/28/20	4 TIRES/ALIGN UNIT#	600.00
						600.00
20	448008010	RAY'S OK TIRES INC.	136269	07/28/20	4 TIRES/ALIGN #21	612.47
						612.47
20	448008010	SPRINT	136275	07/28/20	6/12-7/11 CELL PHON	506.11
						506.11
20	448008010	UNITED DIESEL SERVI	136282	07/28/20	REPAIR BATT. UNIT #	499.34
						499.34

Report Total \$133,613.69


City Manager

City of South El Monte
Warrant Register
Council Meeting 07/28/2020

FY	BUDGET UNIT	NAME	CHECK NUMBER	CHECK DATE	DESCRIPTION	AMOUNT
21	011001050	CALPERS RETIREMENT	4049	07/09/20	20/21UNFUN LIAB 230	1,686.00
21	011001050	CALPERS RETIREMENT	4049	07/09/20	20/21UNFUN LIAB 272	3,155.00
21	011001050	CALPERS RETIREMENT	4049	07/09/20	20/21 UNFUN LIAB 68	564,777.00
						569,618.00
21	05	CALPERS RETIREMENT	4048	07/09/20	6/14-6/27 PLAN 2304	1,567.70
21	05	CALPERS RETIREMENT	4048	07/09/20	6/14-6/27 PLAN 2721	7,720.61
21	05	CALPERS RETIREMENT	4048	07/09/20	6/14-6/27 PLAN 685	10,289.93
						19,578.24
21	05	DEPARTMENT OF THE T	4050	07/14/20	MED PPE 7/11/20	756.60
21	05	DEPARTMENT OF THE T	4050	07/14/20	FICA PPE 7/11/20	3,235.08
21	05	DEPARTMENT OF THE T	4050	07/14/20	FEDERAL PPE 7/11/20	3,769.54
						7,761.22
21	05	EMPLOYMENT DEVELOPM	4051	07/14/20	STATE 7/11 R. JUARE	1,373.98
						1,373.98
21	05	DEPARTMENT OF THE T	4052	07/16/20	PPE: 7/11 MED	4,625.80
21	05	DEPARTMENT OF THE T	4052	07/16/20	PPE: 7/11 FEDERAL	14,733.35
21	05	DEPARTMENT OF THE T	4052	07/16/20	PPE: 7/11 FICA	19,779.04
						39,138.19
21	05	EMPLOYMENT DEVELOPM	4053	07/16/20	PPE 7/11 TNG TAX	16.69
21	05	EMPLOYMENT DEVELOPM	4053	07/16/20	PPE 7/11 UI TAX	732.85
21	05	EMPLOYMENT DEVELOPM	4053	07/16/20	PPE 7/11 STATE	4,847.45
						5,596.99
21	05	STATE DISBURSEMENT	4054	07/16/20	PPE 7/11 CASE 09804	150.00
21	05	STATE DISBURSEMENT	4054	07/16/20	PPE 7/11 CASE 21639	331.38
21	05	STATE DISBURSEMENT	4054	07/16/20	PPE 7/11 CASE 14573	603.50
21	05	STATE DISBURSEMENT	4054	07/16/20	PPE 7/11 CASE 21352	646.15
						1,731.03

Total Report \$ 644,797.65


 City Manager

City of South El Monte
Warrant Register
Council Meeting 07/28/2020

FY	BUDGET UNIT	NAME	CHECK NUMBER	CHECK DATE	DESCRIPTION	AMOUNT
21	011701770	JCB FINANCE, PROG.	136232	07/16/20	JUN'20 TRACTOR LEAS	1,694.67
						1,694.67
21	011701730	SAN GABRIEL VALLEY	136233	07/16/20	5/27-6/25 1341 ISL/	19.68
21	011601620	SAN GABRIEL VALLEY	136233	07/16/20	5/27-6/25 1556 CENT	200.23
21	011601610	SAN GABRIEL VALLEY	136233	07/16/20	5/27-6/25 1530 CENT	468.61
21	011701710	SAN GABRIEL VALLEY	136233	07/16/20	5/27-6/25 1415 SANT	590.06
21	011601670	SAN GABRIEL VALLEY	136233	07/16/20	5/27-6/25 1819 CENT	613.04
21	011601640	SAN GABRIEL VALLEY	136233	07/16/20	5/27-6/25 1500 CENT	1,092.26
21	011601660	SAN GABRIEL VALLEY	136233	07/16/20	5/27-6/25 1402 LERM	2,933.68
21	011601650	SAN GABRIEL VALLEY	136233	07/16/20	5/27-6/25 1450 LIDC	3,146.63
						9,064.19
21	011701710	THE GAS COMPANY	136234	07/16/20	5/29-6/29 1415 SANT	215.57
						215.57
21	011601620	ACTION SALES	136238	07/28/20	2 DOORS FRIDGE SCTR	3,561.81
						3,561.81
21	011501530	ADMINISTRATIVE SERV	136239	07/28/20	6/1-6/22 TAXISVCS#5	411.83
						411.83
21	011001030	ALESHIRE & WYNDER,	136240	07/28/20	MAR'20 LEGAL SVCS#5	34,247.50
						34,247.50
21	011501530	AMAZON CAPITAL SERV	136241	07/28/20	ALCOHOL WIPES	59.98
21	011501530	AMAZON CAPITAL SERV	136241	07/28/20	CORK WALL BOARDERS	66.76
21	011701020	AMAZON CAPITAL SERV	136241	07/28/20	FACE SHIELDS #502	107.75
21	011501530	AMAZON CAPITAL SERV	136241	07/28/20	OFFICE CHAIR	112.67
21	011701770	AMAZON CAPITAL SERV	136241	07/28/20	SHIELDS FOR FLEET#5	329.97
						677.13
21	011701770	AUTOZONE	136242	07/28/20	SUPPLIES FOR GARAGE	28.50
21	011701770	AUTOZONE	136242	07/28/20	OIL/ANTIFREZE GARAG	45.64
						74.14
21	011701020	BASE HILL, INC.	136244	07/28/20	JUN'20 JANITORIAL S	7,339.00
						7,339.00
21	011401440	BUREAU VERITAS NORT	136245	07/28/20	JUN'20 BUILD INSPEC	720.00
21	011301320	BUREAU VERITAS NORT	136245	07/28/20	JUN'20 BUS LIC INSP	1,120.00
21	01	CALIFORNIA BUILDING	136246	07/28/20	APR-JUN'20 SB1473 F	109.80
						1,949.80
21	011701710	CINTAS CORP. #693	136247	07/28/20	JUN20 MAT CLEAN CHA	24.43

21	011601620	CINTAS CORP. #693	136247	07/28/20	JUN20 MAT CLEAN SCT	48.86
21	011601620	CINTAS CORP. #693	136247	07/28/20	JUN20 MAT CLEAN SCT	40.61
						113.90
21	011201210	CITY CLERKS ASSOC.	136248	07/28/20	MEMBERSHIP THRU7/20	55.00
						55.00
21	011701770	CITY OF EL MONTE-FI	136249	07/28/20	JUN'20 CNG FUEL #28	110.50
21	011701770	CITY OF EL MONTE-FI	136249	07/28/20	MAY'20 CNG FUEL #28	78.77
						189.27
21	011601640	THE ILLINI COMPANIE	136250	07/28/20	CHEM POOL DELV. 6/2	139.90
21	011601640	THE ILLINI COMPANIE	136250	07/28/20	JUN'20 POOL MTNC	1,775.00
						1,775.00
21	011601620	COUNTY OF L.A. DEPT	136251	07/28/20	HEALTH PERMIT SCTR	361.00
21	011601640	COUNTY OF L.A. DEPT	136251	07/28/20	SEM POOL HEALTH PER	1,020.00
						1,381.00
21	011001050	DEPT. OF JUSTICE-AC	136252	07/28/20	5 FINGERPRINTS APPS	160.00
						160.00
21	011701770	DWS TIRES	136254	07/28/20	DAMAGE TIRE UNIT#97	50.00
						50.00
21	011701710	ECOLAB PEST ELIM. D	136255	07/28/20	JUN'20 PESTCONT CHA	194.39
21	011601620	ECOLAB PEST ELIM. D	136255	07/28/20	JUN'20 PEST CONT SC	254.20
21	011601610	ECOLAB PEST ELIM. D	136255	07/28/20	JUN'20 PEST CONT CC	69.18
21	011701720	ECOLAB PEST ELIM. D	136255	07/28/20	JUN'20 PEST CONT YA	144.14
						661.91
21	011701710	EL MONTE ORNAMENTAL	136256	07/28/20	SUP TO REMOVE PAINT	77.00
						77.00
21	011601650	EWING IRRIGATION	136257	07/28/20	HANDLE/CAN NTP	111.32
21	011601670	EWING IRRIGATION	136257	07/28/20	SPRINKLER RPR MVD	405.48
						516.80
21	011701760	FLAGTIME USA	136258	07/28/20	62 USA FLAGS FOR ST	1,164.91
						1,164.91
21	011601620	GRANT'S TRUE VALUE	136259	07/28/20	PLUMBING PART SCTR	3.78
21	011701710	GRANT'S TRUE VALUE	136259	07/28/20	HARDWARE STANDS#502	31.96
21	011701720	GRANT'S TRUE VALUE	136259	07/28/20	FLASHLIGHT STAFF	44.37
21	011601610	GRANT'S TRUE VALUE	136259	07/28/20	PAINTING SUP CCTR	84.06
						164.17
21	011301310	HINDERLITER, DE ILLA	136260	07/28/20	CONT SVCS SALES TAX	1,876.14
						1,876.14
21	011701760	JCL TRAFFIC SERVICE	136261	07/28/20	NO PARKING SIGNS	617.03
						617.03
21	011701750	JHM SUPPLY	136262	07/28/20	IRRIGATION SUP. STO	98.59
						98.59
21	011101110	L.A. COUNTY SHERIFF	136264	07/28/20	9/1-3/31/20 STAR SV	1,927.20

						1,927.20
21	011401100	NEW SIGN SOLUTION,	136265	07/28/20	SNEEZ GUARD SFTY#50	352.00
21	011601670	NEW SIGN SOLUTION,	136265	07/28/20	SNEEZ GUARD MVD #50	880.00
21	011601630	NEW SIGN SOLUTION,	136265	07/28/20	SNEEZ GUARD MCTR#50	1,760.00
21	011601610	NEW SIGN SOLUTION,	136265	07/28/20	SNEEZ GUARDS CCTR#5	2,349.60
						5,341.60
21	011001010	OFFICE DEPOT	136266	07/28/20	CITY COUNCIL SUPPLI	112.20
21	011201220	OFFICE DEPOT	136266	07/28/20	ELECTION SUPPLIES	147.48
21	011201210	OFFICE DEPOT	136266	07/28/20	OFFICE SUPPLIES	316.01
21	011201210	OFFICE DEPOT	136266	07/28/20	OFFICE SUPPLIES RTN	(81.38)
21	011201220	OFFICE DEPOT	136266	07/28/20	ELECTION SUPPLIES	2.28
21	011501540	OFFICE DEPOT	136266	07/28/20	REC DEPT SUPPLIES	28.59
21	011201210	OFFICE DEPOT	136266	07/28/20	OFFICE SUPPLIES	32.17
21	011001010	OFFICE DEPOT	136266	07/28/20	CITY COUNCIL SUPPLI	66.12
21	011701710	OFFICE DEPOT	136266	07/28/20	OFFICE SUPPLIES	70.31
						693.78
21	011301310	IRMA S. PENICHE	136267	07/28/20	COPIER SUP/MILEAGE	26.34
						26.34
21	011601630	POST ALARM SYSTEMS	136268	07/28/20	SVC CALL MOTION DEC	182.40
						182.40
21	011701710	READY REFRESH BY NE	136270	07/28/20	5/19-6/18 RENT CHAL	34.25
						34.25
21	011001050	RAYMUNDO SAUCEDO	136271	07/28/20	FY19/20 EDUCATION	182.00
						182.00
21	011601620	SMARDAN SUPPLY	136272	07/28/20	TOILET PARTS SCTR	61.39
21	011601630	SMARDAN SUPPLY	136272	07/28/20	FLUSHMETERS MCTR	63.29
						124.68
21	011701750	SOUTHEAST CONSTRUCT	136273	07/28/20	GRAFFITI SUPPLIES	53.59
21	011701750	SOUTHEAST CONSTRUCT	136273	07/28/20	IRR. SUP LANDSCAPE	85.75
21	011701760	SOUTHEAST CONSTRUCT	136273	07/28/20	ASPHALT RPRS SUPPLY	117.60
21	011701020	SOUTHEAST CONSTRUCT	136273	07/28/20	SUNPROTECT HATS STA	130.19
21	011701020	SOUTHEAST CONSTRUCT	136273	07/28/20	SUNPROTECT HATS STA	307.45
21	011701020	SOUTHEAST CONSTRUCT	136273	07/28/20	GLOVES LAND/ST STAF	38.61
						733.19
21	011701760	SPRAGUES READY MIX	136274	07/28/20	CONCRETE RPRS/SEAMA	946.00
						946.00
21	011001020	SPRINT	136275	07/28/20	6/12-7/11 CELL PHON	48.30
21	011001040	SPRINT	136275	07/28/20	6/12-7/11 CELL PHON	58.12
21	011701740	SPRINT	136275	07/28/20	6/12-7/11 CELL PHON	62.98
21	011501530	SPRINT	136275	07/28/20	6/12-7/11 CELL PHON	111.98
21	011501540	SPRINT	136275	07/28/20	6/12-7/11 CELL PHON	144.61
21	011401440	SPRINT	136275	07/28/20	6/12-7/11 CELL PHON	176.47
21	011401100	SPRINT	136275	07/28/20	6/12-7/11 CELL PHON	198.36

21	011101110	SPRINT	136275	07/28/20	6/12-7/11 CELL PHON	282.38
21	011701750	SPRINT	136275	07/28/20	6/12-7/11 CELL PHON	312.04
						1,395.24
21	011701740	SRS AUTOMOTIVE	136276	07/28/20	REPAIRS UNIT #15	483.77
21	011701740	SRS AUTOMOTIVE	136276	07/28/20	REPLACE CLUT/PLATE#	717.89
						1,201.66
21	011701760	ST. FRANCIS ELECTRI	136277	07/28/20	JUN'20 TRAF SIG MTN	512.50
21	011701760	ST. FRANCIS ELECTRI	136277	07/28/20	JUN'20 TRAFF SIG MT	743.25
						1,255.75
21	011501530	SUPERIOR WAREHOUSE	136278	07/28/20	REFRESHMENT VOLUNTE	24.18
						24.18
21	011001050	TAG/AMS, INC.	136279	07/28/20	DRUG TEST - HERRERA	65.00
						65.00
21	011701020	JOSE TEJEDA	136280	07/28/20	FY 19/20 BOOT ALLOW	50.00
						50.00
21	011701760	TKE ENGINEERING , I	136281	07/28/20	DESIGN SVCS DEC18#2	340.00
21	011701760	TKE ENGINEERING , I	136281	07/28/20	DESIGN SVCS MAR19#2	370.00
21	011701760	TKE ENGINEERING , I	136281	07/28/20	DESIGN SVCS MAR18#2	901.45
21	011701760	TKE ENGINEERING , I	136281	07/28/20	DESIGN SVCS OCT17#2	1,086.83
21	011701760	TKE ENGINEERING , I	136281	07/28/20	DESIGN SVCS MAY18#2	2,500.00
						5,198.28
21	011701020	LUIS VALENZUELA	136283	07/28/20	FY19/20 BOOT ALLOW	200.00
						200.00
21	011701760	VULCAN MATERIALS CO	136284	07/28/20	ASPHALT ST REPAIRS	135.00
21	011701760	VULCAN MATERIALS CO	136284	07/28/20	ASPHALT ST. REPAIRS	180.00
						315.00
21	011701740	WAXIE SANITARY SUPP	136285	07/28/20	DISINFECTANT #502	312.51
						312.51
21	011701750	WHITTIER FERTILIZER	136286	07/28/20	SOD SUP MEDIANS	384.04
21	011701750	WHITTIER FERTILIZER	136286	07/28/20	SOD SUP MEDIANS	1,309.77
						1,693.81
21	011401440	NEFTALI CORTEZ	136287	07/28/20	JAN-JUN20 FORECLOSU	3,200.00
						3,200.00
21	011001060	ALLIANT INSURANCE S	136288	07/28/20	FY20/21 ACIP LIAB I	1,123.00
						1,123.00
21	011501540	AMAZON CAPITAL SERV	136289	07/28/20	OFFICE CHAIR	124.56
21	011401430	AMAZON CAPITAL SERV	136289	07/28/20	COMPUTER SET UP	138.57
21	011401100	AMAZON CAPITAL SERV	136289	07/28/20	DISENTECT SUP/P-SFT	35.47
21	011501530	AMAZON CAPITAL SERV	136289	07/28/20	WALL BOARDERS	36.95
21	011501530	AMAZON CAPITAL SERV	136289	07/28/20	CLOCK LUNCH ROOM	39.99
21	011001020	AMAZON CAPITAL SERV	136289	07/28/20	FILE FOLD/PHONE CAS	43.97
21	011501540	AMAZON CAPITAL SERV	136289	07/28/20	SUMMER CAMP SUPPLIE	44.79
21	011001020	AMAZON CAPITAL SERV	136289	07/28/20	COMP. SCREEN COVER	51.70

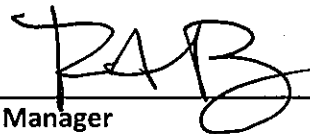
21	011401430	AMAZON CAPITAL SERV	136289	07/28/20	4PORT USB HUB	17.58
21	011501530	AMAZON CAPITAL SERV	136289	07/28/20	SUPPILES FOR BOARDS	27.47
21	011407020	AMAZON CAPITAL SERV	136289	07/28/20	DISENFECT SUP/CODE	35.47
						596.52
21	011401430	AMERICAN PLANNING A	136290	07/28/20	10/1-9/30/21 APA ME	290.00
						290.00
21	011301330	AT&T	136291	07/28/20	6/2-7/1 BAN 3910347	19.61
21	011301330	AT&T	136291	07/28/20	6/6-7/5 BAN 3910347	20.72
21	011301330	AT&T	136291	07/28/20	6/7-7/6 BAN 3910347	20.73
21	011301330	AT&T	136291	07/28/20	6/7-7/6 BAN 3910347	20.73
21	011301330	AT&T	136291	07/28/20	6/7-7/6 BAN 3910347	21.27
21	011301330	AT&T	136291	07/28/20	6/7-7/6 BAN 3910347	23.89
						126.95
21	011001020	AT&T TELECONFERENCE	136292	07/28/20	JUN'20 AUD/WEB CONF	96.18
						96.18
21	011701750	ATHENS SERVICES	136293	07/28/20	JUL'20 LOT SWEEP SV	464.63
21	011701760	ATHENS SERVICES	136293	07/28/20	JUL'20 ST SWEEP SVC	5,133.29
						5,597.92
21	01	MELISSA BROWN	136294	07/28/20	SUM CAMP RFD GAEL	50.00
21	01	MELISSA BROWN	136294	07/28/20	SUM CAMO RFD MATEO	160.00
						210.00
21	011001060	CALIFORNIA JPIA	136295	07/28/20	FY20/21 GEN LIAB IN	124,164.00
21	011001060	CALIFORNIA JPIA	136295	07/28/20	FY20/21 WORK/COMP	124,164.00
						248,328.00
21	011701710	CINTAS CORP. #693	136296	07/28/20	JUL20 MAT CLEAN CHA	24.43
21	011601620	CINTAS CORP. #693	136296	07/28/20	JUL'20 MAT CLEAN SC	40.61
						65.04
21	011201210	EL MONTE PRINTING	136298	07/28/20	BUSINESS CARDS CLER	77.00
						77.00
21	011001010	EM/SEM CHAMBER OF C	136299	07/28/20	7/1-9/30 CHAMBER DU	2,500.00
						2,500.00
21	011701720	EWING IRRIGATION	136300	07/28/20	PVC ADAPTORS/ICEMAK	1.98
						1.98
21	011301310	TRUSAIC	136301	07/28/20	JUL'20 ACA MONTHLY	1,000.00
						1,000.00
21	011701720	GOT PROPANE INC	136302	07/28/20	H-3 PROPANE FILL UP	81.37
						81.37
21	011701720	GRANT'S TRUE VALUE	136303	07/28/20	WTR HOSE PARTS YARD	15.27
21	011601620	GRANT'S TRUE VALUE	136303	07/28/20	BATTERIES ALARM SEN	49.47
21	011601610	GRANT'S TRUE VALUE	136303	07/28/20	PAINT GUN REPAIR CC	57.61
						122.35
21	011601610	INNER-COOL CORP	136305	07/28/20	FREEZER REPAIR CCTR	857.35
						857.35

21	011601610	JOHNSTONE SUPPLY	136306	07/28/20	FREEZER PARTS	196.31
						196.31
21	011201220	LA OPINION	136307	07/28/20	NOTICE OF ELECTION	550.00
						550.00
21	011501540	LAB1419	136308	07/28/20	UNIFORM SHIRTS STAF	341.00
						341.00
21	011511542	BEN LIRA	136309	07/28/20	CARPET CLN'G BOX GY	19.79
						19.79
21	011701770	MODERN TRAILER SUPP	136310	07/28/20	JACK FOR BOB CAT	98.95
						98.95
21	011001050	OFFICE DEPOT	136311	07/28/20	OFFICE SUP. - FOLDE	58.84
21	011001050	OFFICE DEPOT	136311	07/28/20	OFFICE SUPPLIES	46.90
						105.74
21	011701520	ONEPOINT VENTURES	136312	07/28/20	THERMOMETER KIOSKS#5	8,760.00
						8,760.00
21	011701710	PNC EQUIPMENTFINANC	136313	07/28/20	AUG'20 LEASE LIGHTR	5,767.38
21	011701710	PNC EQUIPMENTFINANC	136313	07/28/20	LIGHT RETROFIT PURC	23,288.29
						29,055.67
21	011701770	RAY'S OK TIRES INC.	136314	07/28/20	FLAT TIRE JCB UNIT	30.50
						30.50
21	011701720	SOUTHEAST CONSTRUCT	136315	07/28/20	CRUSH ROCK DRAIN	107.42
21	011701770	SUNBELT RENTALS, IN	136316	07/28/20	CONCRETE MIXER RENT	571.49
						678.91
21	011501530	SUPERIOR WAREHOUSE	136317	07/28/20	BASIC FOOD SENIOR#5	23.55
						23.55
21	011701740	WAXIE SANITARY SUPP	136318	07/28/20	JANITORIAL SUPPLIES	348.60
21	011701740	WAXIE SANITARY SUPP	136318	07/28/20	JANITORIAL SUPPLIES	2,171.37
						2,519.97
21	011701750	WHITTIER FERTILIZER	136319	07/28/20	SOD SUP FOR MEDIANS	308.38
21	011701750	WHITTIER FERTILIZER	136319	07/28/20	SOD SUP FOR MEDIANS	363.83
						672.21
21	011501530	WINNER INTERNATIONA	136320	07/28/20	HELIUM TANK SCTR	277.25
21	011511543	WINNER INTERNATIONA	136320	07/28/20	HELIUM TANK CCTR	322.25
						599.50
21	011301330	ADVANCED MICROCOMPU	136321	07/28/20	JUL'20 CLOUD SVCS	750.00
21	011301330	ADVANCED MICROCOMPU	136321	07/28/20	JULY'20 OFFICE 365	2,982.00
21	011301330	ADVANCED MICROCOMPU	136321	07/28/20	JUL'20 GENERAL I.T.	9,450.00
						13,182.00
21	05	NATIONWIDE RETIREME	136228	07/14/20	JULY 7/11 R. JUAREZ	10,375.00
21	05	NATIONWIDE RETIREME	136235	07/16/20	PPE 7/11 2ND PAYROL	4,150.50
						14,525.50
21	05	STANDARD INSURANCE	136236	07/16/20	PPE 7/11 DENTAL	2,629.46

21	05	STANDARD INSURANCE	136236	07/16/20	PPE 7/25 DENTAL	2,629.46
						5,258.92
21	05	VONS CREDIT UNION	136237	07/16/20	PPE 7/11 ASSOC. FEE	49.50
21	05	VONS CREDIT UNION	136237	07/16/20	PPE 7/25 ASSOC. FEE	49.50
						99.00
21	063003020	AMAZON CAPITAL SERV	136241	07/28/20	ALCOHOL WIPES THERM	8.53
						8.53
21	063003020	DRIFTWOOD DAIRY, IN	136253	07/28/20	6/26 MILK/BREAD PRG	21.14
21	063003010	DRIFTWOOD DAIRY, IN	136253	07/28/20	6/26 MILK/BRED PRGM	190.31
						211.45
21	063003010	AMAZON CAPITAL SERV	136289	07/28/20	SM ENVELOPES DONATI	62.00
21	063003020	AMAZON CAPITAL SERV	136289	07/28/20	SM ENVELOPES DONATI	10.00
						72.00
21	063003020	DRIFTWOOD DAIRY, IN	136297	07/28/20	7/9 MILK/BREAD PRGM	12.28
21	063003020	DRIFTWOOD DAIRY, IN	136297	07/28/20	7/2 MILK BREAD PRGM	13.25
21	063003020	DRIFTWOOD DAIRY, IN	136297	07/28/20	7/17 MILK/BREAD PRG	20.53
21	063003020	DRIFTWOOD DAIRY, IN	136297	07/28/20	7/6 MILK/BREAD PRGM	20.76
21	063003020	DRIFTWOOD DAIRY, IN	136297	07/28/20	7/13 MILK/BREAD PRG	21.28
21	063003010	DRIFTWOOD DAIRY, IN	136297	07/28/20	7/9 MILK/BREAD PRGM	110.53
21	063003010	DRIFTWOOD DAIRY, IN	136297	07/28/20	7/2 MILK/BREAD PRGM	119.31
21	063003010	DRIFTWOOD DAIRY, IN	136297	07/28/20	7/17 MILK/BREAD PRG	184.80
21	063003010	DRIFTWOOD DAIRY, IN	136297	07/28/20	7/6 MILK/BREAD PRGM	186.88
21	063003010	DRIFTWOOD DAIRY, IN	136297	07/28/20	7/13 MILK/BREAD PRG	191.53
						881.15
21	063003020	HUNTINGTON CULINARY	136304	07/28/20	7/13-7/17 FROZEN ME	413.00
21	063003020	HUNTINGTON CULINARY	136304	07/28/20	7/7-7/9 FROZEN MEAL	413.00
21	063003020	HUNTINGTON CULINARY	136304	07/28/20	6/30-7/2 FROZEN MEA	442.50
21	063003010	HUNTINGTON CULINARY	136304	07/28/20	7/13-7/17 FROZEN ME	6,901.00
21	063003010	HUNTINGTON CULINARY	136304	07/28/20	7/7-7/9 FROZEN MEAL	7,601.00
21	063003010	HUNTINGTON CULINARY	136304	07/28/20	6/30-7/2 FROZEN MEA	7,907.50
						23,678.00
21	135005010	SAN GABRIEL TRANSIT	1363	08/26/02	7/02 CAB SERVICES	50.00
						50.00
21	135005010	B&M LAWN & GARDEN C	136243	07/28/20	RIVAL INDUST. MOWER	13,542.62
						13,542.62
21	255505510	JOHN L. HUNTER AND	136263	07/28/20	JUN'20 RECYCLE OIL	476.60
21	275755710	JOHN L. HUNTER AND	136263	07/28/20	JUN'20 RECYCLE BEV.	1,232.71
						1,709.31
21	389009000	TKE ENGINEERING , I	136281	07/28/20	MAY'20 DESIGN SVC#2	29.90
						29.90
21	397007075	JIMMY'S DONUTS & CH	136226	07/14/20	BUSINESS ASST PRGM	5,000.00
						5,000.00
21	397007070	ROCHELLE LOVELL	136227	07/14/20	RENTAL ASST PRGM	1,000.00

						1,000.00
21	397007075	NOOR THREADING	136229	07/14/20	BUSINESS ASST PRGM	5,000.00
						5,000.00
21	397007075	STUDENT 1ST DRIVING	136230	07/14/20	BUSINESS ASST PRGM	5,000.00
						5,000.00
21	397007075	TOTAL DESIGN FURNIT	136231	07/14/20	BUSINESS ASST PRGM	5,000.00
						5,000.00
21	409009000	TKE ENGINEERING , I	136281	07/28/20	MAY'20 DESIGN SVC#2	267.60
						267.60
21	448008010	AUTOZONE	136242	07/28/20	BATTERIES UNIT #100	470.71
21	448008010	AUTOZONE	136242	07/28/20	CREDIT BATTERIES #1	(66.00)
21	448008010	AUTOZONE	136242	07/28/20	AIR FRESHNER #26	21.32
						426.03
21	448008010	DWS TIRES	136254	07/28/20	4 TIRES/ALIGN UNIT#	600.00
						600.00
21	448008010	RAY'S OK TIRES INC.	136269	07/28/20	4 TIRES/ALIGN #21	612.47
						612.47
21	448008010	SPRINT	136275	07/28/20	6/12-7/11 CELL PHON	506.11
						506.11
21	448008010	UNITED DIESEL SERVI	136282	07/28/20	REPAIR BATT. UNIT #	499.34
						499.34
21	959509560	ALFREDO AND IRMA LE	1363	05/03/07	HM IMPRV-FUMIGATION	1,495.00
						1,495.00

Total Report \$383,422.33


 City Manager



City Council Agenda Report

**Agenda
Item No.
7.c.**

DATE: July 28, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Monica Heredia, Public Works Analyst

SUBJECT: CONSIDERATION OF REQUEST FOR STATEMENT OF QUALIFICATIONS (RSQ) FOR GRANT WRITING SERVICES

SUMMARY: Staff is seeking approval of the RSQ and authorization to solicit statements of qualifications for grant writing services from specialized municipal grant writing firms.

RECOMMENDATION: Staff recommends City Council approve and authorize staff to solicit for the RSQ.

FISCAL IMPACT: The fiscal impact associated with this action item is minimal in cost in relation to the advertising of the RSQ and budgeted for accordingly. Staff will compile a list of specialized municipal grant writing firms based on the responses to the RSQ and return to the City Council to consider approving the List of On-Call Grant Writing Consultants at a future meeting. Contracts, if awarded, will be executed in accordance with the City's Purchasing Manual.

DISCUSSION: Staff seeks to solicit statements of qualifications from specialized municipal grant writing firms interested in providing on-call grant writing and grant application preparation assistance, as well as grant management services if and when deemed appropriate. The purpose of this solicitation is to improve the City's ability to pursue and secure grants with the ultimate goal of advancing City priorities through the maximization of local funds.

Successful proposers will become part of an On-Call Grant Writing Services List that the City will utilize to solicit proposals for specific grant writing projects. The List will be in effect for a period of two years and the approved rates will be locked for the two-year period.

Given this, the City is interested in developing a multi-faceted list with varied subject-area expertise. The City anticipates needing expertise in the following areas:

- Civic arts
- Community Development
- Economic Development
- Emergency Preparedness
- Environmental Sustainability
- Housing Community Development
- Infrastructure Improvements
- Parks and Recreation
- Public Safety
- Social Services
- Transportation

On-call experts will likely receive requests from the City without much notice and the workload is likely to be irregular because the work is dependent on federal, state and regional funding opportunities and their respective timelines.

Contracts will be awarded, if at all, to the responsive and responsible bidder that submits the most advantageous proposal to the City. Contracts will be executed on an as-needed basis and are dependent on identified funding needs of the City and federal, state, and regional funding opportunities and their respective timelines.

Staff recommends City Council approve the RSQ and authorize staff to solicit proposals.

Agenda Item Prepared By: Monica Heredia, Public Works Analyst

ATTACHMENTS:

[Attachment A - Request for Statement of Qualifications](#)

ATTACHMENT A

City of South El Monte

Request for Statement of Qualifications for On-Call Grant Writing Services



RSQ Release Date: July 30, 2020

RSQ Response Due: 2:00 p.m. August 27, 2020

Submit To:

**City of South El Monte
Attn: City Clerk
1415 Santa Anita Ave
South El Monte, CA 91733
626-579-6540**

Table of Contents

- I. Community Profile
- II. Purpose & Services Description
- III. Scope of Services
- IV. Proposal Content
- V. Additional Information to be Included in the Qualifications Submittal (Proposal)
- VI. Questions
- VII. Corrections
- VIII. General Information
- IX. Insurance Requirements
- X. Proposal Review
- XI. Consultant Agreement

Attachments

- A. Affidavit of Non-Collusion
- B. Claims History
- C. Sample Professional Services Agreement

I. COMMUNITY PROFILE

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

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

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

II. PURPOSE & SERVICES DESCRIPTION

The City of South El Monte is soliciting statements of qualifications from specialized municipal grant writing firms interested in providing on-call grant writing and grant application preparation assistance, and potentially grant management services. The purpose of this solicitation is to improve the City's ability to pursue and secure grants with the ultimate goal of advancing City priorities through the maximization of local funds.

Successful proposers will become part of an On-Call Grant Writing Services List (the "List") that the City will utilize on an as-needed basis. The List will be in effect for a period of two years and the approved rates will be locked for the two-year period. Given this, the City is interested in developing a multi-faceted list with varied subject-area expertise. The City anticipates needing expertise in the following areas:

- Civic arts
- Community Development
- Economic Development
- Emergency Preparedness
- Environmental Sustainability
- Housing Community Development
- Infrastructure Improvements
- Parks and Recreation
- Public Safety
- Social Services
- Transportation

It is important to note that the on-call experts will likely receive requests from the City without much notice and the workload is likely to be irregular because the work is dependent on federal state, and regional funding opportunities and their respective timelines.

Executed agreements will be awarded in accordance with Section XI. Consultant Agreement of this RSQ.

III. SCOPE OF SERVICES

The City anticipates, at a minimum, needing the following services related to writing and preparing grant applications for submission:

1. **Funding Needs Analysis** – Work with City staff to facilitate meetings with City departments to assess the validity of current funding priority areas, identify changes in funding priority areas, and identify new priority areas for possible funding;
2. **Grant Funding Research** – Conduct research to identify grant resources including, but not limited to, Federal, State, foundation, agencies and organizations that support the City’s funding needs and priorities, emphasizing grants which require no “matching” funds, including, but not limited to:
 - a. Civic arts
 - b. Community Development
 - c. Economic Development
 - d. Emergency Preparedness
 - e. Environmental Sustainability
 - f. Housing Community Development
 - g. Infrastructure Improvements
 - h. Parks and Recreation
 - i. Public Safety
 - j. Social Services
 - k. Technology
 - l. Transportation
3. **On-Call Grant Research** – In addition to the areas defined above, other areas may also be identified through the funding needs analysis process. The Scope of Work may also include researching grant opportunities identified by the City and participating in funding agency meetings, webinars, and/or workshops.
4. **Grant Proposal Development** – Provide general grant proposal writing services associated with the completion and submission of grant applications on behalf of the City, including the preparation of funding abstracts and production, and submittal of applications to funding sources. A copy of each grant application package for funding, in its entirety, shall be provided to the City.
5. **Grant Management** – In coordination with City staff, plan and implement grant programs, prepare budgets, monitor expenditures, track results, analyze financial data, prepare and submit progress reports to funding agency, and closeout grant program/project files.
6. **Legislative Advocacy** – Provide legislative advocacy services on behalf of City by contracting legislators and legislative staff to promote City message and needs.

7. **Monthly Reports** – The successful consultant shall submit monthly reports to the City summarizing the amount of time expended, describe activities undertaken during the previous month, and status of those activities.

Successful proposers shall possess the following experience and qualifications:

1. Conducting background research;
2. Drafting all narrative responses and revising the responses to the City's satisfaction;
3. Preparing, collecting, and/or compiling all associated forms, attachments, and supplemental documentation as required by the funding agency to ensure a complete submission;
4. Developing a timeline of anticipated milestones to ensure timely submission;
5. Meeting, consulting, and collaborating with City staff as appropriate;
6. Writing successful grant applications for California local governments in at least one of the subject areas listed above, more specifically for disadvantaged communities/severely disadvantaged communities;
7. In-depth knowledge about public federal, state, and regional grant funding requirements and processes;
8. Ability to produce high quality work under time constraints; and
9. Ability to work collaboratively with City staff.

IV. PROPOSAL CONTENT

1. **Statement of Qualifications.** Include a description of your firm and its qualifications for performing the scope of services outlined above. In the statement, please identify which area(s) of expertise your firm possesses.
2. **Key Personnel.** Provide an organizational chart, and for each employee assigned to assist the City, provide the following:
 - Experience writing & preparing grant applications
 - Anticipated roles and responsibilities
 - Address of home office (if different than the principal place of business indicated in the cover letter)
3. **Grant Award List.** In a maximum of five (5) pages, provide a list of previous grant awards secured. For each grant award, please include the following:
 - Grant award amount
 - Year awarded
 - Agency receiving the award
 - Funding agency

- Grant program name
- Project description
- Description of your firm's role in preparing the grant application

When possible, use examples of public grant awards, where the firm served as the primary writer on behalf of a California local government and link the examples to the staff identified in the Key Personnel section.

4. **References.** In a maximum of one (1) page, please include the names, emails, and telephone numbers of at least three (3) of your firm's previous clients whom City staff may contact for references regarding the past performance of your firm, project managers, team members, and/or sub-consultants.
5. **Fee Schedule.** Fee schedules must include:
 - Hourly billing rate schedule for all proposed staff.
 - Types and estimated amount of expenses to be billed.

V. ADDITIONAL INFORMATION TO BE INCLUDED IN THE QUALIFICATIONS SUBMITTAL (PROPOSAL)

1. The submittal must include the following general information about the Consultant:
 - Consultant's profile, including the types of services offered; the year founded; form of organization (corporate, partnership, sole proprietorship); number, size and location of offices; and number of employees.
 - List of similar projects that the Consultant has completed within the last five years including previous projects in which the Consultant and Subconsultants have worked together. Information on the completed projects should include project name and description; agency and client name along with the person to contact and telephone number; year completed; contract fee; and the final project cost. Clearly identify previous projects and include a summary of the roles and responsibilities of each party.
 - Legal name of Consulting firm or individual, including name, corporate address and telephone number.
 - Name, title, address, telephone number and email address of the individual(s) who has the authority to negotiate with the City; execute any agreement that may result from such negotiations; and will be Consultant's contact person during the Proposal evaluation period.
 - Federal Tax ID or Social Security No. for firm or individual.
 - A statement to the effect that the Proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
 - Identification of all proposed sub-Consultants or Subcontractors, including legal name of the company, address and contact person.
 - Acknowledgement that Consultant is obligated by all addenda to this RSQ.

- Signature of a person authorized to bind Consulting firm to the terms of the Proposal.
 - Signed statement attesting that all information submitted with the Proposal is true and correct.
2. A description of the project team, including resumes, day rates, and responsibilities of all assigned staff. Additionally, provide an organization chart of your company, identifying all sub-contractors.
 3. The Consultant's detailed approach for completing the tasks specified in the Scope of Services. The work approach shall be sufficiently detailed to demonstrate Consultant's ability to accomplish project tasks.
 4. Provide a minimum of three most-recent similar clients including name, address, contact person, phone number, and e-mail address. The City is most interested in government and California clients and may randomly select agencies to contact from your list as part of the evaluation process.
 5. A description of any potential work not included in the Consultant's scope of services or which has not been identified in this RSQ, which the Consultant feels is essential to the successful completion of the project. This would include additional services by the Consultant or any other necessary tasks to be provided by the City. This potential work must be clearly identified, along with a suggested basis for payment, should those services be necessary or elected by the City.
 6. The City must receive proposals by the designated due date and time. Proposals received after designated time and date will not be considered.
 7. Consultant's understanding of the scope of work, the methodology/concept to be applied and the approaches to be taken in accomplishing each requirement.
 8. Three copies of the Proposal which must not exceed 25 pages (double-sided pages count as 2 pages) shall be submitted to the City Clerk (Attn: Donna Schwartz, City of South El Monte, 1415 Santa Anita Avenue, South El Monte, CA 91733) by no later than 2:00pm on August 27, 2020.
 9. Litigation History - information on any litigation, claims, and/or matters that could have led to litigation or a claim arising out of work related to their projects or their sub-contractor's projects for the last five years. Please refer to **Attachment B** for a more detailed list of circumstances ("Claims History").
 10. Three copies of a fee Proposal for completing the proposed work, which may be placed in the same envelope as the Proposal. The proposer's fee for Environmental Services shall be a fixed not-to-exceed lump sum amount.
 11. **Attachment A** ("Affidavit of Non-Collusion") to be signed and submitted with proposal.

12. The proposal may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after, the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or his duly authorized representative, and is filed with the City Clerk. No proposal may be withdrawn during the period of ninety (90) calendar days after the opening of proposals.
13. The successful bidder's proposal guarantee, if required, shall be held until the contract is executed and evidence of insurance, the necessary bonds, sufficiency of surety documents and other documents as specified in the contract documents are submitted. Bid security shall be returned to unsuccessful bidders within twenty (20) days after the successful bidder has signed the contract, submitted evidence of insurance, necessary bonds, sufficiency of surety documents and other documents as specified in the contract documents.

VI. QUESTIONS

Questions with regard to this RSQ should be submitted by e-mail to Rene Salas, Public Works Director, at rsalas@soelmonte.org and Monica Heredia, Public Works Analyst, at mheredia@soelmonte.org by 4:00 P.M. PDT on August 13, 2020. All firms sending questions will receive responses to all questions and any other addenda that may be released via e-mail and will be posted on the City's Bid Posting webpage.

VII. CORRECTIONS

Corrections or revisions to the RSQ and documents prepared by the Consultant are anticipated and shall be considered part of the normal preparation process. No extension of time or fees shall be allowed for corrections as described herein.

VIII. GENERAL INFORMATION

1. The Consultant is expected to establish and maintain a close working relationship with City Staff throughout the duration of the agreement.
2. The City shall not pay any cost incurred in the preparation of a response to this Request for Statement of Qualifications.

IX. INSURANCE REQUIREMENTS

Refer to Section 13 ("Insurance") of the Sample Professional Services Agreement included in this RSQ as **Attachment C** for insurance requirements.

X. PROPOSAL REVIEW

All proposals will be reviewed by a selection committee comprised of City staff. The various significant criteria that will be considered in the evaluation of proposals are summarized below. The City's final selection will not be dictated on any single factor or criteria including price. The

relative importance of those factors involves judgment on the part of the Selection Committee and will include both objective and subjective analysis. A consultant may be eliminated from consideration for failure to comply with any of the following requirements, depending upon the critical nature of such requirements as determined by the City:

1. Meaningful experience providing Grant Writing Services
2. Cost
3. Compliance with Scope of Services (Section III)
4. Responsiveness and thoroughness of proposal
5. Personnel proposed work on the project and the qualifications of those individuals, reference checks, verification of certification, if applicable, and ability to satisfy insurance requirements
6. Any other factors determined by the City to be relevant to the performance of these services

Successful proposers will be placed on an On-Call Grant Writing Services List which will be utilized to solicit proposals for specific grant writing project(s). The List will be in effect for a period of two years and the approved rates will be locked for the two year period. Contracts will be awarded, if at all, to the responsive and responsible bidder that submits the most advantageous proposal to the City. Contracts will be executed on an as-needed basis and are dependent on identified funding needs and federal, state, and regional funding opportunities and their respective timelines. The contract shall be awarded to the lowest responsible bidder based on the base bid amount, and at the City's discretion, the addition, deletion, or modification of any alternate or combination of alternatives. No agreement for the work will be executed with a contractor who is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code. The licensing requirements for consultant shall apply also to sub-contractors. The City reserves the right to waive minor irregularities and omissions in any submission. The City reserves the right to reject any or all submitted qualifications, and no representation is made that any contract will be awarded pursuant to this Request for Statement of Qualifications. The City shall not pay any costs associated with the preparation of proposals, including but not limited to the qualifications submittal, additional information, and/or in any other aspect of a qualifications submittal prior to the award of a written contract. The City will provide only the staff assistance and documentation specifically referred to herein, and shall not be responsible for any other cost or obligation that may be incurred by the respondent. All items submitted to the City shall become the property of the City. The Consultant selected will be required to sign the City's Professional Services Agreement prior to City Council approval, a copy of which will be provided upon request. The City Council has final authority in the selection of the Consultant.

RSQ Schedule

The City reserves the right to make changes to the below schedule, but the current schedule for the implementation of this bid process is as follows:

Request for Statement of Qualifications Posting	July 30, 2020
Question Submittal Deadline	August 13, 2020 by 4:00 p.m.
City Response to Questions	August 20, 2020
Submittal Deadline (Date proposals must be received by City)	August 27, 2020 by 2:00 p.m.

Tentative Interview (if necessary)	Week of September 1, 2020
Tentative City Council Award	September 22, 2020

XI. CONSULTANT AGREEMENT

A sample of the City's Professional Services Agreement is provided in this RSQ as **Attachment C**. Your proposal shall contain a statement of the firm's willingness to execute the contract with an indication of any contractual requirements for which the Consultant takes exception. The bidder to whom award is made shall execute a written contract with the City in the form included in these contract documents and shall submit evidence of insurance, bonds, sufficiency of insurer documents, and other documents as herein provided within fifteen (15) days from the date of mailing of the written Notice of Award. Failure or refusal to enter into the agreement or to conform to any of the stipulated requirements shall be just cause for the annulment of the award and forfeiture of the bidder's security. In the event the bidder to whom an award is made fails or refuses to execute the agreement within said time, submit evidence of insurance, necessary bonds, sufficiency of surety documents, or other documents as specified in the contract documents, the City may declare the bidder's security forfeited, and it may award the work to the next lowest bidder or may call for new bids.

If the successful bidder refuses or fails to execute the contract, furnish evidence of insurance, necessary bonds, sufficiency of surety documents, or other documents as specified in the contract documents, the City may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses to execute the contract, furnish evidence of insurance, necessary bonds, sufficiency of surety documents, or other documents as specified in the contract documents, the City may award the contract to the third lowest responsible bidder to execute the contract; such bidder's securities shall be likewise forfeited to the City.

END OF RSQ

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 five (5) 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 five (5) years that involved the performance of project, program, or construction management services and that involved an amount in controversy sought to be recovered from Consultant or the sub-Consultant of more than \$100,000.00.
- Conviction of Consultant, a sub-Consultant, or any of their principals or officers for violation of a state or federal antitrust law involving bid rigging, collusion, or restriction on competition between bidders, or conviction of violating any other federal or state law relating to bidding or contract performance (note: such conviction is grounds for automatic disqualification).
- Any publications involving firm or principals alleging or claiming corruption (such claims are grounds for automatic disqualification).
- Any suspension, revocation, or other disciplinary proceeding relating to a contracting or professional license issued to proposer or a sub-Consultant.

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 _____, 2020 by and between the City of South El Monte, a California, a municipal corporation ("City") and _____, _____ ("Consultant"). City and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

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

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

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

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Services shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ Dollars (\$_____) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding _____ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). [The City may, in its sole discretion, extend the Term for ____ additional one-year terms.]

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

(Name)

(Title)

(Name)

(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees and that Consultant issues or will issue a W-2 to such personnel.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which

may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager

and to the attention of the Contract Officer (with her/his name and City title), City of South El Monte, 6330 Pine Avenue, South El Monte, California 90201 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

“remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE OR TYPE OF DOCUMENT

TITLE(S)

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

NUMBER OF PAGES

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

- I.** Consultant will perform the following Services:
 - A.**
- II.** As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:
- III.** In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:
- IV.** All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- V.** Consultant will utilize the following personnel to accomplish the Services:

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

		RATE	TIME	SUB-BUDGET
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____

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

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.

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

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

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

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

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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

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

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

A.

B.

C.

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



City Council Agenda Report

**Agenda
Item No.
7.d.**

DATE: July 28, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-85
APPROVING A FUND TRANSFER AGREEMENT NO.
2020 MP 76 SAFE, CLEAN WATER (SCW) PROGRAM
WITH THE LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT TO RECEIVE ANNUAL FUNDING FOR WATER
QUALITY PROJECTS AND PROGRAMS

SUMMARY: In November 2018, voters approved the SCW Program, a special parcel tax based on impermeable areas within the jurisdiction of the Flood Control District. The SCW Program is intended to improve water quality in a manner that achieves additional benefits such as increasing water supply and investing in the health and well-being of Los Angeles County communities. The City's 2020-2021 municipal fund portion of the parcel tax is estimated to be \$450,000.

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 20-85 approving Transfer Agreement No. 2020 MP 76 Safe Clean Water Program with the Los Angeles County Flood Control District to receive annual SCW Program funding for water quality projects and programs and authorize City Manager to execute the agreement.

FISCAL IMPACT: Execution of the fund transfer agreement is one of the final steps in order for the City to receive its 2020-2021 funding allotment of approximately \$450,000. This annual allotment is intended to continue for 30 years, though it may decrease over time as tax exemptions and reductions are incorporated. Funding and expenditures will be tracked using City Account number 36-900-9000.

DISCUSSION: On June 9, 2020, the Los Angeles County Board of Supervisors approved the SCW Program Transfer Agreement template for the Municipal Program which will need to be executed between the City and the Los Angeles County Flood Control District to begin funding distribution. Revenues derived from the tax are allocated to projects and programs implemented by the District (10%) and municipalities (40%), and for regional watershed-based projects and programs (50%).

The municipal funds can be used for eligible activities such as project development, design, construction, effectiveness monitoring, operations and maintenance, as well as for other programs and studies related to protecting and improving water quality in lakes, rivers and the ocean. Up to 30% of the funds may be used to maintain existing eligible projects and programs.

Prior to receipt of the funds, the City must submit an annual plan of eligible expenditures and enter into a fund Transfer Agreement with the District. The Transfer Agreement requires municipalities to comply with the requirements of the SCW Program and other appropriate provisions established by the Board of Supervisors. The Transfer Agreement approved by the Board of Supervisors on June 9, 2020 was recently distributed to municipalities for execution. The City will receive the municipal funds for 2020-2021 within 45 days after execution of the Transfer Agreement by the District.

ATTACHMENTS:

[Attachment A - Resolution 20-85](#)

[Attachment B - Agreement](#)

Attachment A

RESOLUTION NO. 20-85

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AUTHORIZING THE EXECUTION OF A FUND TRANSFER AGREEMENT
WITH LOS ANGELES FLOOD CONTROL DISTRICT FOR ACCEPTING
SAFE, CLEAN WATER (SCW) PROGRAM FUNDS

THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

WHEREAS, In November 2018, voters approved the Safe, Clean Water (SCW) Program, a special parcel tax based on impermeable areas within the jurisdiction of the Flood Control District; and

WHEREAS, On June 9, 2020, the Los Angeles County Board of Supervisors approved the SCW Program Transfer Agreement template for the Municipal Program which will need to be executed between the Municipality and the Los Angeles County Flood Control District to begin funding distribution; and

WHEREAS, it is estimated that the City of South El Monte will receive an estimated \$450,000 annually depending on the parcel tax assessment; and

WHEREAS, these municipal funds can be used for eligible activities such as project development, design, construction, effectiveness monitoring, operations and maintenance, as well as for other programs and studies related to protecting and improving water quality in lakes, rivers and the ocean; and

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

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference as though set forth in full.

SECTION 2. The City Council hereby assigns the Finance Budget Account Number 36-900-9000 to track all expenditures.

SECTION 3. The City Council hereby authorizes the City Manager to execute the agreement subject to change approved by the City Attorney.

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

PASSED, APPROVED AND ADOPTED this 28th day of July, 2020.

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 20-85 was duly passed and approved by the City Council at a regular meeting of said Council held on the 28th day of July, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

Attachment B

**TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
SOUTH EL MONTE
AGREEMENT NO. 2020MP76
SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of June 25, 2020 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and South El Monte, hereinafter referred to as "Municipality."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, pursuant to Section 16.04.A.2. of the Los Angeles County Flood Control District Code, forty percent (40%) of annual SCW Program tax revenues shall be allocated to Municipalities within the District, in the same proportion as the amount of revenues collected within each Municipality, to be expended by those cities within the cities' respective jurisdictions and by the County within the unincorporated areas that are within the boundaries of the District, for the implementation, operation and maintenance, and administration of Projects and Programs, in accordance with the criteria and procedures established in this Chapters 16 and 18 of the Los Angeles County Flood Control District Code;

WHEREAS, pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCW Program funds, Municipalities must enter into an agreement with the District to transfer SCW Program funds;

WHEREAS, the County of Los Angeles Board of Supervisors has approved a standard template Agreement, as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code, for the transfer of SCW Program funds to Municipalities.

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

"Annual Plan" means the plan referred to in Section 18.09.B.5 of the Code that includes the contents specified in Exhibit A.

"Code" means the Los Angeles County Flood Control District Code.

"Days" means calendar days unless otherwise expressly indicated.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Safe Clean Water (SCW) Program Payment" means the Municipality's annual allocation of SCW Program funds as described in Section 16.04.A.2. of the Code disbursed by the District to the Municipality.

"Year" means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Municipality designate the following individuals as the primary points of contact and communication regarding the Municipal Program and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Municipality: South El Monte	
Name:		Name:	Rachel Barbosa
Address:		Address:	1415 Santa Anita Ave
Phone:		Phone:	626-579-6540
Email:		Email:	rbarbosa@selmonte.org

Either party to this Agreement may change the individual identified as the primary point of contact above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – ANNUAL PLAN CONTENTS

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. MUNICIPAL PROGRAM IMPLEMENTATION

- A. The Municipality shall annually prepare and submit to the District, an Annual Plan. The Annual Plan for the 2020-21 Fiscal Year shall be submitted to the District no later than 45-days after the execution of this Agreement by the last party to sign. An Annual Plan for each subsequent Fiscal Year shall be submitted not later than 90-days prior to the start of the Fiscal Year for which the Plan is prepared.
- B. The Municipality shall utilize the SCW Program Payments in compliance with Chapters 16 and 18 of the Code.
- C. The Municipality shall comply with the terms and conditions in Exhibits B, C, and D, of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code, specifically including, without limitation, Section 18.06.

V. SCW PROGRAM PAYMENTS TO MUNICIPALITIES

- A. The District shall disburse the Municipality's SCW Program Payment for the 2020-21 Fiscal Year within 45-days of the signed executed Agreement or within 14-days of the District's receipt of the Annual Plan for 2020-21 Fiscal Year in compliance with Exhibit A, whichever comes later. The initial disbursement of SCW Program Payments shall include the amount of revenue collected by the District at the time of Agreement execution; any additional funds that are subsequently collected will be disbursed by August 31, 2020.
- B. SCW Program Payments in subsequent Fiscal Years will generally be available for disbursement by August 31, provided a duly executed transfer agreement is in effect and subject to the Municipality's compliance with the conditions described in paragraph C, below; however the District may, in its discretion, change the date and number of the actual disbursements for any Fiscal Year based on the amount and timing of revenues actually collected by the District.
- C. For subsequent Fiscal Years, the District shall disburse the Municipality's SCW Program Payment upon satisfaction of the following conditions: (1) the District has received the Annual Progress/Expenditure Report required pursuant to Section 18.06.D of the Code; (2) the District has received Municipality's Annual Plan for that Fiscal Year, and (3) the Municipality has complied with the audit requirements of Section B-6 of Exhibit B.
- D. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- E. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

VI. Term of Agreement

This Agreement shall expire at the end of the 2023-24 Fiscal Year. The parties shall thereafter enter into a new agreement based on the most recent standard template agreement approved by the Board.

VII. Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Municipality hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Municipality: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SOUTH EL MONTE

By: _____

Name:

Title:

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT A – ANNUAL PLAN CONTENTS

- A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of one or more SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-3. Description of all operation and maintenance activities anticipated to be funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-6. Provide the status of any projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.
- A-7. Provide the budget for the activities described in provisions A1 through A-5 SCW Program Payment.

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Payments distributed to the Municipality shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Municipality only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Municipality shall not be entitled to interest earned on undisbursed SCW Program Payments; interest earned prior to disbursement is property of the District.
3. The Municipality shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Municipality shall be strictly accountable for all funds, receipts, and disbursements for their SCW Program Payment.

B-2. Acknowledgement of Credit and Signage

The Municipality shall include appropriate acknowledgement of credit to the District's Safe, Clean Water Program for its support when promoting activities funded with SCW Program funds or using any data and/or information developed SCW Program funds. When the SCW Program Payment is used, in whole or in part, for construction of an infrastructure Project, signage shall be posted in a prominent location at Project site(s) or at the Municipality's headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the SCW Program Payment is used, in whole or in part, for a scientific study, the Municipality shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property - Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Municipality that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County

Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Municipality shall not assign this Agreement.

B-6. Audit and Recordkeeping

1. The Municipality shall retain for a period of seven (7) years, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Payments. The Municipality, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Payments and expenditures.
2. The Municipality is responsible for obtaining an independent audit to determine compliance with the terms and conditions of this Agreement and all requirements applicable to the Municipality contained in chapters 16 and 18 of the Code. Municipality shall obtain an independent audit of their SCW Program Payments every three (3) years. Audits shall be funded with Municipal Program funds.
3. Municipality shall file a copy of all audit reports by the ninth (9th) month from the end of each three (3) year period to detail the preceding three (3) years of expenditures. Audit reports shall be posted on the District's publicly accessible website.

Every Third Fiscal Year		
Fiscal Year	Audit Begins	Audit Report Due to District
2020-21	7/1/2023	No later than 3/31/2024

4. Upon reasonable advanced request, the Municipality shall permit the Chief Engineer to examine the infrastructure Projects using SCW Program Payments. The Municipality shall permit the authorized District representative, including the Auditor-Controller, to examine, review, audit, and transcribe any and all audit

reports, other reports, books, accounts, papers, maps, and other records that relate to the SCW Program Payments. Examination activities are considered District administration of the SCW Program.

5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Payment is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Payment, the District shall not be obligated to make any disbursements to the Municipality under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Municipality with a right of priority for disbursement over any other Municipality. If any disbursements due to the Municipality under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Municipality when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any Fiscal Year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Municipality to reflect the reduced amount.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Municipality is limited to the rights, remedies, and claims procedures provided to the Municipality under this Agreement. Municipal expenditures of a SCW Program Payment that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Compliance with SCW Program

The Municipality shall comply with and require its contractors and subcontractors to comply with all provisions of Chapters 16 and 18 of the Code.

B-11. Compliance with Law, Regulations, etc.

The Municipality shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable local, state and federal laws, rules, guidelines, regulations, and requirements.

B-12. Continuous Use of Municipal Projects; Lease or Disposal of Municipal Projects

The Municipality shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of any Project funded in whole or in part with SCW Program Payments during the useful life (defined as 30 years unless specified otherwise in annual plans and subsequent reports) of the Project without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of a pro rata amount of the SCW Program Payments used to fund the Project together with interest on said amount accruing from the date of lease or disposal of the Project.

B-13. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Municipality. SCW Program Payments shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-14. Final Inspection and Certification of Registered Professional

Upon completion of the design phase and before construction of a project, the Municipality shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Upon completion of the project, the Municipality shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-15. Force Majeure.

In the event that Municipality is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Municipality, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-16. Funding Considerations and Exclusions

1. All expenditures of SCW Program Payments by Municipality must comply with the provisions of Chapters 16 and 18 of the Los Angeles County Flood Control District Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Payments shall not be used in connection with any Project implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Project implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Project implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Project was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-17. Indemnification

The Municipality shall indemnify, defend and hold harmless the District, the County of Los Angeles and their elected and appointed officials, agents, and employees from and against any and all liability and expense, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, arising from or in conjunction with: (1) any Project or Program implemented by the Municipality, in whole or in part, with SCW Program Payments or (2) any breach of this Agreement by the Municipality.

B-18. Independent Actor

The Municipality, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Municipality shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-19. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Municipality, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-20. Lapsed Funds

1. The Municipality shall be able to carry over uncommitted SCW Program Payments for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality.
2. If the Municipality is unable to expend the SCW Program Payment within five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Municipality but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.
3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality, if feasible in a reasonable time frame, or otherwise to the Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Municipality's control, then the Municipality may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

<u>Fiscal Year Transferred</u>	<u>Funds Lapse After</u>	<u>Extension Request Due</u>	<u>Commit By</u>
2019-20	6/30/2025	No later than 3/31/2025	No later than 6/30/2026

B-21. Municipal Project Access

Upon reasonable advance request, the Municipality shall ensure that the District or any authorized representative, will have safe and suitable access to the site of any Project implemented by the Municipality in whole or in part with SCW Program Payments at all reasonable times.

B-22. Non-Discrimination

The Municipality agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-23. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-24. Notice

1. The Municipality shall notify the District in writing within five (5) working days of the occurrence of the following:
 - a. Bankruptcy, insolvency, receivership or similar event of the Municipality; or
 - b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Municipality shall notify the District within ten (10) working days of any litigation pending or threatened against the Municipality regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Municipality shall notify the District promptly of the following:
 - a. Any significant deviation from the submitted Annual Plan for the current Fiscal Year, including discussion of any major changes to the scope of funded projects or programs, noteworthy delays in implementation, reduction in benefits or community engagement, and/or modifications that change the SCW Program Goals intended to be accomplished.
 - b. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Municipality agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource. The Municipality agrees to implement appropriate actions as directed by the District.
 - c. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District.

B-25. Municipality's Responsibility for Work

The Municipality shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Municipality shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Municipality and any other entity concerning responsibility for performance of work.

B-26. Reporting

The Municipality shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Municipalities shall report available data through the SCW Reporting Module, once available.

1. Annual Progress/Expenditure Reports. The Municipality shall submit Annual Progress/Expenditure Reports, using a format provided by the District, within six (6) months following the end of the Fiscal Year to the District to detail the activities of the prior year. The Annual Progress/Expenditure Reports shall be posted on the District's publicly accessible website and on the Municipality's website. The Annual Progress/Expenditure Report shall include:
 - a. Amount of funds received;
 - b. Breakdown of how the SCW Program Payment has been expended;
 - c. Documentation that the SCW Program Payment was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
 - d. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to the Annual Plan and corresponding metrics;
 - e. Discussion of any existing gaps between what was planned and what was achieved for the prior year, include any lessons learned;
 - f. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how SCW Program Payments have been used to achieve SCW Program Goals for the prior year, including graphical representation of available data and specific metrics to demonstrate the benefits being achieved through the years' investments.
 - g. Discussion of alignment with other local, regional, and state efforts, resources, and plans, as applicable. This includes discussion of opportunities for addressing additional SCW Program Goals, leveraging SCW Program Goals, and increasing regional capacity to supplement the SCW Program.
 - h. Additional financial or Project-related information in connection with activity funded in whole or in part using SCW Program Payments as required by the District.
 - i. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that projects implemented with SCW Program Payments were conducted in accordance with Chapters 16 and 18 of the Code.

- j. Report on annual and total (since inception of program) benefits provided by programs and projects funded by SCW Program Payment. This includes comparisons to annual plans and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate calculation of benefits and graphical representation of pertinent data):
 - i. Annual volume of stormwater captured and treated
 - ii. Annual volume of stormwater captured and reused
 - iii. Annual volume of stormwater captured and recharged to a managed aquifer
 - iv. Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
 - v. Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best, as outlined in Exhibit C). If none, discuss considerations explored and reasons to not include.
 - vi. Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include.
2. Documentation of the Community Outreach and Engagement utilized for and/or achieved with the SCW Program Payment described in the Annual Plan Exhibit A. This information must be readily accessible to members of the public.
3. As Needed Information or Reports. The Municipality agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-27. Representations, Warranties, and Commitments

The Municipality represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Municipality, has been duly authorized by the governing body of Municipality, as applicable. This Agreement constitutes a valid and binding obligation of the Municipality, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by the Municipality of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other

instrument to which the Municipality is a party or by which the Municipality is bound as of the date set forth on the first page hereof.

3. **No Litigation.** There are no pending or, to the Municipality's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Municipality's ability to complete the Annual Plan.
4. **Solvency.** None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Municipality. As of the date set forth on the first page hereof, the Municipality is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Municipality is able to pay its debts as they become due.
5. **Legal Status and Eligibility.** The Municipality is duly organized and existing and in good standing under the laws of the State of California. The Municipality shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority.
6. **Good Standing.** The Municipality must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-28. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Municipality. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-29. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

B-30. Withholding of Disbursements and Material Violations

Notwithstanding any other provision of this Agreement, the District may withhold all or any portion of the SCW Program Payment for any Fiscal Year in the event that:

1. The Municipality has violated any provision of this Agreement; or

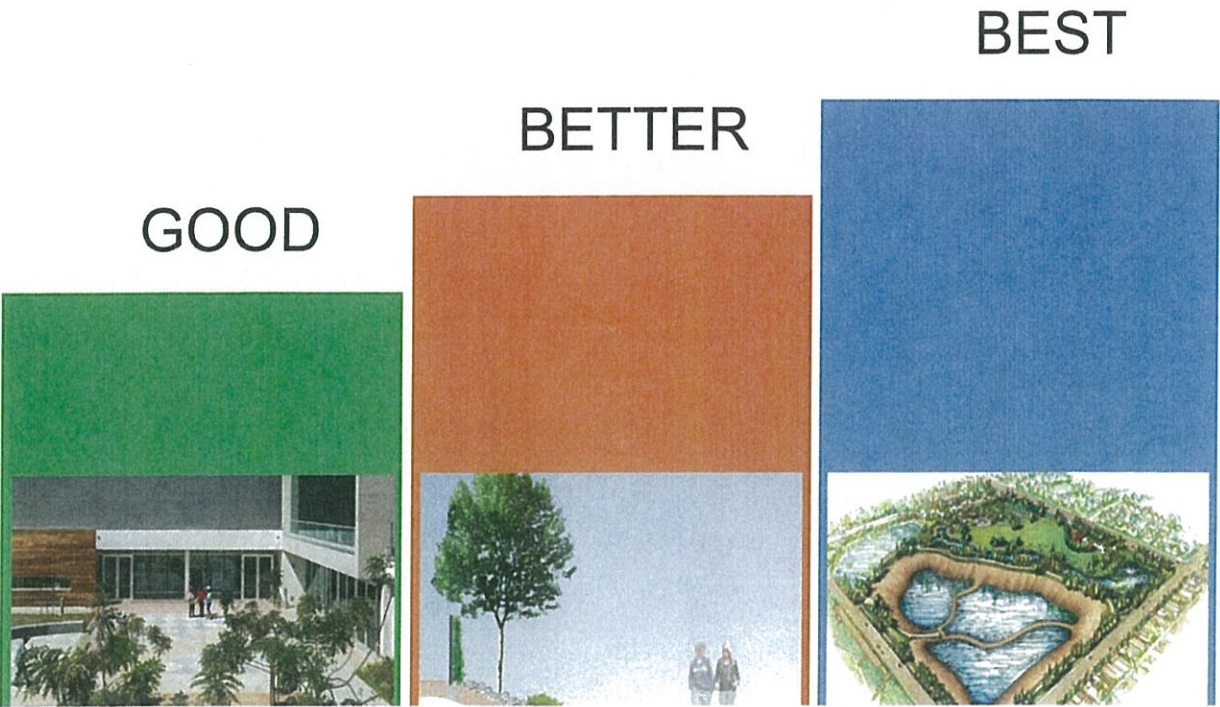
2. The Municipality fails to maintain reasonable progress in achieving SCW Program Goals, following an opportunity to cure.
3. Failure to remain in Good Standing, described in Section B-26 of Exhibit B.
4. Failure to submit annual reports on meeting SCW Program Goals.

EXHIBIT C – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Municipalities shall consider incorporation of Nature-based solutions (NBS) into their projects. NBS refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may capture stormwater to improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Municipalities are to include in each Annual Progress/Expenditure Report whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Annual Progress/ Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Municipalities must attach a copy of the matrix for each project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized.



METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	• Preservation of native vegetation • Minimal negative impact to existing drainage system	• Preservation of native vegetation • Installation of new feature(s) to improve existing drainage system	• Creation of open green space • Installation of features to improve natural hydrology
Creation & Restoration of Riparian Habitat & Wetlands	• Partial restoration of existing riparian habitat and wetlands • Planting of climate appropriate vegetation - between 11 and 20 different climate-appropriate or native plant species newly planted • No potable water used to sustain the wetland	• Full restoration of existing riparian habitat and wetlands • Planting of native vegetation - between 21 and 40 different native plant species newly planted • No potable water used to sustain the wetland	• Full restoration and expansion of existing riparian habitat and wetlands - Planting of plant communities with a diversity of native vegetation – between 41 and 50 different native plant species newly planted • No potable water used to sustain the wetland

New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90 th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff
Enhancement of Soil	Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Municipalities shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance for infrastructure projects. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control

- Regular removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
- Regular inspection and maintenance of pet waste stations
- Maintaining trash receptacles
- Removal of trash, debris, and blockages from bioswales
- Inspection and cleaning of trash booms
- Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

- Weed control
 - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
 - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
 - Regular removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.
- Tree and shrubbery trimming and care
 - Removal of dead trees and elimination of diseased/damaged growth
 - Prevent encroachment of adjacent property and provide vertical clearance
 - Inspect for dead or diseased plants regularly
- Wetland vegetation and landscape maintenance
 - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
 - Draining and drawdown of wetland and excessive bulrush removal

- Weed and nuisance plant control
- Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
- Wildflower and meadow maintenance
- Grass, sedge, and yarrow management
- Removal of unwanted hydroseed

3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
 - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
 - Inspection should be performed at least monthly.
 - Recover, replace, or refasten displaced or damaged valve box covers.
 - Inspect and repair bubbler heads.

- Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
 - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
 - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
 - Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation
 - Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
 - Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
 - Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
 - Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
 - Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity
- Inspect basins for erosion
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise)
- Checking telemetry equipment
- Tracking and reporting inspection and maintenance records

8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
- Managing emergent vegetation
- Using hydraulic control structures to rapidly dewater emergent marsh areas
- Managing flow velocities to reduce propagation of vectors



City Council Agenda Report

**Agenda
Item No.
7.e.**

DATE: July 28, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: CONSIDERATION TO RECEIVE AND FILE THE ANNUAL RATE ADJUSTMENT FOR SOLID WASTE COLLECTION SERVICES FOR COMMERCIAL, INDUSTRIAL, MOBILE HOME, AND APARTMENT PROPERTY SITES

SUMMARY: The City received a request from Athens Services for a rate adjustment for commercial, industrial, mobile home, and apartment property sites for provided solid waste collection services for the period commencing July 1, 2020 through June 30, 2021.

RECOMMENDATION: Staff recommends City Council receive and file the annual rate adjustment for solid waste collections services for commercial, industrial, mobile home, and apartment property sites.

FISCAL IMPACT: The 1.95% rate adjustment affects Athens customers served in the City. This adjustment reflects the increased cost of service that is passed along to customers. The City receives no benefit from this rate adjustment.

DISCUSSION: The City of South El Monte and Arakelian Enterprises, Inc. dba Athens Services, entered into an Amended and Restated Agreement for the Collection of Solid Waste, Recyclables, Yard Waste and Other Compostables dated September 13, 2000, and in which the Agreement was amended on June 14, 2006 (Amendment No. 1); October 28, 2008 (Amendment No. 2); January 14, 2014 (Amendment No. 3); June 25, 2019 (Amendment No. 4); and January 14, 2020 (Amendment No. 5).

Pursuant to Section 5.3.2 of the Agreement, as amended, Athens Services submitted a letter, dated April 30, 2020, and supporting documents to justify the adjustment to the commercial/industrial rates and mobile home/apartment rates for the period of July 1, 2020

through June 30, 2021. The adjustment of 1.95% is based on the change in Consumer Price Index for the previous 12-month period, April 2019 through March 2020, in which the annual rate adjustment cannot exceed eight (8) percent in any given year.

Pursuant to Section 5.3.2, the rate adjustment was approved administratively. Staff recommends City Council receive and file annual rate adjustment for solid waste collections services for commercial, industrial, mobile home, and apartment property sites.

ATTACHMENTS:

[Letter from Athens Services](#)



14048 Valley Blvd.
P.O. Box 60009
City of Industry, CA 91716-0009
Fax (626) 330-4686
(626) 336-3636

April 30, 2020

Rachel Barbosa
City Manager
City of South El Monte
1415 N. Santa Anita Ave.
South El Monte, CA 91733

Re: July 1, 2020 Rate Adjustment

Ms. Barbosa:

According to the 3rd Amendment of the Amended and Restated Agreement between the City of South El Monte and Arakelian Enterprises, Inc., and pursuant to Section 5.3.2 of this Amendment, please accept this letter and supporting documentation as our formal request for an adjustment of Commercial/Industrial rates and Mobile Home/Apartment rates for the period of July 1, 2020 through June 30, 2021. This adjustment is based on the change in the Consumer Price Index for the previous 12-month period of March 2019 through March 2020 of 1.95%.

Enclosed are two rate tables, one for commercial accounts and another for mobile homes and apartments. Please note that we have added four cubic yard bin rates to the tables so that customers may obtain that size of bin, if requested. Also please note that at the bottom of each table are sections labeled "Optional Services" that are new to the rate tables. These services are optional services that Athens provides upon customer request. Our intent in adding this section to the rate tables is to provide the rates for these services in an approved city format and to ensure transparency to our customers.

Thank you in advance for your time and consideration of our request. Please call me at (626) 934-4619 if you have any questions or require additional information.

Sincerely,

Gary Clifford
Executive Vice President

Enclosures

Cc: Clint Bartlett, Senior Director of Finance, Athens Services
Efrain Solivan, Division Vice President, Athens Services
Susan Ayala, Director of Government Affairs, Athens Services

SOUTH EL MONTE
Rate Adjustment
Commercial
Effective July 1, 2020

		Current Gross Rate	Current Net Rate	Current Tipping Fee	Tipping Fee Adj 1.95%	New Tipping Fee	Current Service Fee	Service Fee Adj 1.95%	New Service Fee	New Net Rate	8% Franchise Fee	New Gross Rate
Bin: 6-Yard	1 day/week pickup	523.83	481.92	204.21	3.97	208.18	277.71	5.40	283.11	491.29	42.72	534.01
	2 day/week pickup	907.47	834.87	408.41	7.95	416.36	426.46	8.30	434.76	851.12	74.01	925.13
	3 day/week pickup	1,288.27	1,185.21	612.61	11.92	624.53	572.60	11.14	583.74	1,208.27	105.07	1,313.34
	4 day/week pickup	1,660.71	1,527.85	816.84	15.89	832.73	711.01	13.83	724.84	1,557.57	135.44	1,693.01
	5 day/week pickup	2,039.41	1,876.26	1,021.03	19.86	1,040.89	855.23	16.64	871.87	1,912.76	166.33	2,079.09
	6 day/week pickup	2,420.82	2,227.15	1,225.28	23.84	1,249.12	1,001.87	19.49	1,021.36	2,270.48	197.43	2,467.91
Bin: 5-Yard	1 day/week pickup	470.41	432.78	170.22	3.31	173.53	262.56	5.11	267.67	441.20	38.37	479.57
	2 day/week pickup	804.63	740.26	340.35	6.62	346.97	399.91	7.78	407.69	754.66	65.62	820.28
	3 day/week pickup	1,139.07	1,047.94	510.54	9.93	520.47	537.40	10.45	547.85	1,068.32	92.90	1,161.22
	4 day/week pickup	1,466.12	1,348.83	680.72	13.24	693.96	668.11	13.00	681.11	1,375.07	119.57	1,494.64
	5 day/week pickup	1,874.71	1,724.73	850.85	16.55	867.40	873.88	17.00	890.88	1,758.28	152.89	1,911.17
	6 day/week pickup	2,130.22	1,959.80	1,021.03	19.86	1,040.89	938.77	18.26	957.03	1,997.92	173.73	2,171.65
Bin: 4-Yard	1 day/week pickup	390.64	359.39	136.12	2.65	138.77	223.27	4.34	227.61	366.38	31.86	398.24
	2 day/week pickup	625.84	575.77	272.36	5.30	277.66	303.41	5.90	309.31	586.97	51.04	638.01
	3 day/week pickup	950.21	874.19	408.42	7.95	416.37	465.77	9.06	474.83	891.20	77.50	968.70
	4 day/week pickup	1,297.95	1,194.11	544.54	10.59	555.13	649.57	12.64	662.21	1,217.34	105.86	1,323.20
	5 day/week pickup	1,544.45	1,420.89	680.62	13.24	693.86	740.27	14.40	754.67	1,448.53	125.96	1,574.49
	6 day/week pickup	1,813.86	1,668.75	816.82	15.89	832.71	851.93	16.57	868.50	1,701.21	147.93	1,849.14
Bin: 3-Yard	1 day/week pickup	282.21	259.63	102.10	1.99	104.09	157.53	3.06	160.59	264.68	23.02	287.70
	2 day/week pickup	482.77	444.15	204.21	3.97	208.18	239.94	4.67	244.61	452.79	39.37	492.16
	3 day/week pickup	683.46	628.78	306.33	5.96	312.29	322.45	6.27	328.72	641.01	55.74	696.75
	4 day/week pickup	879.65	809.28	408.41	7.95	416.36	400.87	7.80	408.67	825.03	71.74	896.77
	5 day/week pickup	1,078.08	991.83	510.52	9.93	520.45	481.31	9.36	490.67	1,011.12	87.92	1,099.04
	6 day/week pickup	1,278.12	1,175.87	612.61	11.92	624.53	563.26	10.96	574.22	1,198.75	104.24	1,302.99
Bin: 2-Yard	1 day/week pickup	211.64	194.71	68.06	1.32	69.38	126.65	2.46	129.11	198.49	17.26	215.75
	2 day/week pickup	333.58	306.89	136.18	2.65	138.83	170.71	3.32	174.03	312.86	27.21	340.07
	3 day/week pickup	507.07	466.50	204.21	3.97	208.18	262.29	5.10	267.39	475.57	41.35	516.92
	4 day/week pickup	694.02	638.50	272.27	5.30	277.57	366.23	7.12	373.35	650.92	56.60	707.52
	5 day/week pickup	822.74	756.92	340.31	6.62	346.93	416.61	8.10	424.71	771.64	67.10	838.74
	6 day/week pickup	964.53	887.37	408.41	7.95	416.36	478.96	9.32	488.28	904.64	78.66	983.30
Bin: 1-1/2-Yard	1 day/week pickup	171.57	157.84	51.07	0.99	52.06	106.77	2.08	108.85	160.91	13.99	174.90
	2 day/week pickup	273.63	251.74	102.10	1.99	104.09	149.64	2.91	152.55	256.64	22.32	278.96
	3 day/week pickup	369.03	339.51	153.17	2.98	156.15	186.34	3.63	189.97	346.12	30.10	376.22
	4 day/week pickup	496.23	456.53	204.21	3.97	208.18	252.32	4.91	257.23	465.41	40.47	505.88
	5 day/week pickup	648.66	596.77	255.29	4.97	260.26	341.48	6.64	348.12	608.38	52.90	661.28
	6 day/week pickup	759.36	698.61	306.33	5.96	312.29	392.28	7.63	399.91	712.20	61.93	774.13
Rolloff Bins		1,152.39	1,060.20	569.57	11.08	580.65	490.63	9.54	500.17	1,080.82	93.98	1,174.80
Commercial 6 Yard Compactor		967.76	890.34	612.63	11.92	624.55	277.71	5.40	283.11	907.66	78.93	986.59
Commercial Can		86.75	79.81	27.26	0.53	27.79	52.55	1.02	53.57	81.36	7.07	88.43
Pull out Service		22.08	20.31	0.00	0.00	0.00	20.31	0.40	20.71	20.71	1.80	22.51
Monthly Organics Barrel Sanitation		5.43	5.00	0.00	0.00	0.00	5.00	0.10	5.10	5.10	0.44	5.54
Organics Barrel Contamination		271.74	250.00	0.00	0.00	0.00	250.00	4.86	254.86	254.86	22.16	277.02
Residential Excess/Bulky Items - First Item		27.17	25.00	0.00	0.00	0.00	25.00	0.49	25.49	25.49	2.22	27.71
Residential Excess/Bulky Items - Each Add'l		16.30	15.00	0.00	0.00	0.00	15.00	0.29	15.29	15.29	1.33	16.62

SOUTH EL MONTE
Rate Adjustment
Commercial
Effective July 1, 2020

	Current Gross Rate	Current Net Rate	Current Tipping Fee	Tipping Fee Adj 1.95%	New Tipping Fee	Current Service Fee	Service Fee Adj 1.95%	New Service Fee	New Net Rate	8% Franchise Fee	New Gross Rate
Bin Optional Services:											
Bin Lock Lid Charge (per lock x freq)	13.04	12.00	0.00	0.00	0.00	12.00	0.23	12.23	12.23	1.06	13.29
Bin Extra Dump Charge	54.35	50.00	0.00	0.00	0.00	50.00	0.97	50.97	50.97	4.43	55.40
Bin Overflow Charge	54.35	50.00	0.00	0.00	0.00	50.00	0.97	50.97	50.97	4.43	55.40
Bin Overweight Charge	54.35	50.00	0.00	0.00	0.00	50.00	0.97	50.97	50.97	4.43	55.40
Bin Dead Run Charge	43.48	40.00	0.00	0.00	0.00	40.00	0.78	40.78	40.78	3.55	44.33
Bin Go Back Charge	43.48	40.00	0.00	0.00	0.00	40.00	0.78	40.78	40.78	3.55	44.33
Bin Delivery Charge	43.48	40.00	0.00	0.00	0.00	40.00	0.78	40.78	40.78	3.55	44.33
Bin Exchange Charge	43.48	40.00	0.00	0.00	0.00	40.00	0.78	40.78	40.78	3.55	44.33
Bin Bring-in Charge	43.48	40.00	0.00	0.00	0.00	40.00	0.78	40.78	40.78	3.55	44.33
Bin Wash/Clean Out Charge	43.48	40.00	0.00	0.00	0.00	40.00	0.78	40.78	40.78	3.55	44.33
Bin Rental Charge	108.70	100.00	0.00	0.00	0.00	100.00	1.95	101.95	101.95	8.87	110.82
Bin Lock-Lid Install (one-time charge)								35.00	35.00	3.04	38.04
Bin Exchange with Metal Lids								150.00	150.00	13.04	163.04
Bin Customer Fabrication Charge (per cubic yard)								200.00	200.00	17.39	217.39
Temporary Bin Service								230.00	230.00	20.00	250.00
Temporary Bin Service - Extra Dump								170.00	170.00	14.78	184.78
Temporary Bin Service with Scout								250.00	250.00	21.74	271.74
Temporary Bin Service with Scout - Extra Dump								190.00	190.00	16.52	206.52
Temporary Bin Lock-Lid Install (one-time charge)								35.00	35.00	3.04	38.04
Temporary Bin Lock-Lid Svc (per lock x freq)								12.23	12.23	1.06	13.29
Bulky Item Pickup - First Item								25.00	25.00	2.17	27.17
Bulky Item Pickup - Additional Items								15.00	15.00	1.30	16.30
Bulky Item Pickup - Dead Run or Go-Back								25.00	25.00	2.17	27.17
"Slim-Jim" Organic Container Purchase								50.00	50.00	4.35	54.35
Roll-Off Optional Services											
Roll-Off Box Relocation								150.00	150.00	13.04	163.04
Roll-Off Dead-Run or Go-Back								150.00	150.00	13.04	163.04
Roll-Off Demurrage (per day, no huals in 30 days)								12.00	12.00	1.04	13.04
Roll-Off "Rocket Launcher" (per hour, 4 hr. min.)								130.00	130.00	11.30	141.30
Roll-Off Compactor Wash-Out								250.00	250.00	21.74	271.74
Roll-Off Plastic Liners								40.00	40.00	3.48	43.48
Roll-Off Box Rental								150.00	150.00	13.04	163.04
Roll-Off Compactor Rental								550.00	550.00	47.83	597.83
Roll-Off Roll-Top Rental								50.00	50.00	4.35	54.35
Roll-Off Storage Box Delivery								150.00	150.00	13.04	163.04
Roll-Off Storage Box Removal								150.00	150.00	13.04	163.04
Roll-Off Storage Box Rental Charge								175.00	175.00	15.22	190.22
Other Optional Services											
Declined Payment Charge (any reason)								30.00	30.00	2.61	32.61
Late Fees (1.5% / month, \$5.00 minimum)								5.00	5.00	0.43	5.43
Stop Service Charge								30.00	30.00	2.61	32.61
Resume Charge								30.00	30.00	2.61	32.61
Standby Time (each 15 minutes)								35.00	35.00	3.04	38.04
Residential Dead-Run or Go-Back								25.00	25.00	2.17	27.17

SOUTH EL MONTE
Rate Adjustment
Mobile Homes & Apartments
Effective July 1, 2020

		Current Gross Rate	Current Net Rate	Current Tipping Fee	Tipping Fee Adj 1.95%	New Tipping Fee	Current Service Fee	Service Fee Adj 1.95%	New Service Fee	New Net Rate	8% Franchise Fee	New Gross Rate
Bin: 6-Yard	1 day/week pickup	503.95	463.63	204.21	3.97	208.18	259.42	5.05	264.47	472.65	41.10	513.75
	2 day/week pickup	874.21	804.27	408.41	7.95	416.36	395.86	7.70	403.56	819.92	71.30	891.22
	3 day/week pickup	1,241.84	1,142.49	612.61	11.92	624.53	529.88	10.31	540.19	1,164.72	101.28	1,266.00
	4 day/week pickup	1,601.42	1,473.31	816.84	15.89	832.73	656.47	12.77	669.24	1,501.97	130.61	1,632.58
	5 day/week pickup	1,966.95	1,809.59	1,021.03	19.86	1,040.89	788.56	15.34	803.90	1,844.79	160.42	2,005.21
	6 day/week pickup	2,335.05	2,148.25	1,225.28	23.84	1,249.12	922.97	17.96	940.93	2,190.05	190.44	2,380.49
Bin: 5-Yard	1 day/week pickup	452.27	416.09	170.22	3.31	173.53	245.87	4.78	250.65	424.18	36.89	461.07
	2 day/week pickup	774.67	712.70	340.35	6.62	346.97	372.35	7.24	379.59	726.56	63.18	789.74
	3 day/week pickup	1,097.29	1,009.51	510.54	9.93	520.47	498.97	9.71	508.68	1,029.15	89.49	1,118.64
	4 day/week pickup	1,412.88	1,299.85	680.72	13.24	693.96	619.13	12.04	631.17	1,325.13	115.23	1,440.36
	5 day/week pickup	1,806.18	1,661.69	850.85	16.55	867.40	810.84	15.77	826.61	1,694.01	147.31	1,841.32
	6 day/week pickup	2,053.51	1,889.23	1,021.03	19.86	1,040.89	868.20	16.89	885.09	1,925.98	167.48	2,093.46
Bin: 4-Yard	1 day/week pickup	375.42	345.39	136.12	2.65	138.77	209.27	4.07	213.34	352.11	30.62	382.73
	2 day/week pickup	602.71	554.49	272.36	5.30	277.66	282.13	5.49	287.62	565.28	49.15	614.43
	3 day/week pickup	914.66	841.49	408.42	7.95	416.37	433.07	8.42	441.49	857.86	74.60	932.46
	4 day/week pickup	1,248.89	1,148.98	544.54	10.59	555.13	604.44	11.76	616.20	1,171.33	101.85	1,273.18
	5 day/week pickup	1,486.75	1,367.81	680.62	13.24	693.86	687.19	13.37	700.56	1,394.42	121.25	1,515.67
	6 day/week pickup	1,746.70	1,606.96	816.82	15.89	832.71	790.14	15.37	805.51	1,638.22	142.45	1,780.67
Bin: 3-Yard	1 day/week pickup	271.33	249.62	102.10	1.99	104.09	147.52	2.87	150.39	254.48	22.13	276.61
	2 day/week pickup	464.79	427.61	204.21	3.97	208.18	223.40	4.35	227.75	435.93	37.91	473.84
	3 day/week pickup	658.39	605.72	306.33	5.96	312.29	299.39	5.82	305.21	617.50	53.70	671.20
	4 day/week pickup	847.68	779.87	408.41	7.95	416.36	371.46	7.23	378.69	795.05	69.13	864.18
	5 day/week pickup	1,039.14	956.01	510.52	9.93	520.45	445.49	8.67	454.16	974.61	84.75	1,059.36
	6 day/week pickup	1,232.10	1,133.53	612.61	11.92	624.53	520.92	10.13	531.05	1,155.58	100.49	1,256.07
Bin: 2-Yard	1 day/week pickup	203.33	187.06	68.06	1.32	69.38	119.00	2.31	121.31	190.69	16.58	207.27
	2 day/week pickup	321.09	295.40	136.18	2.65	138.83	159.22	3.10	162.32	301.15	26.19	327.34
	3 day/week pickup	487.93	448.90	204.21	3.97	208.18	244.69	4.76	249.45	457.63	39.79	497.42
	4 day/week pickup	667.71	614.29	272.27	5.30	277.57	342.02	6.65	348.67	626.24	54.46	680.70
	5 day/week pickup	791.88	728.53	340.31	6.62	346.93	388.22	7.55	395.77	742.70	64.58	807.28
	6 day/week pickup	928.65	854.36	408.41	7.95	416.36	445.95	8.68	454.63	870.99	75.74	946.73
Bin: 1-1/2-Yard	1 day/week pickup	164.76	151.58	51.07	0.99	52.06	100.51	1.96	102.47	154.53	13.44	167.97
	2 day/week pickup	263.20	242.14	102.10	1.99	104.09	140.04	2.72	142.76	246.85	21.47	268.32
	3 day/week pickup	355.25	326.83	153.17	2.98	156.15	173.66	3.38	177.04	333.19	28.97	362.16
	4 day/week pickup	477.63	439.42	204.21	3.97	208.18	235.21	4.58	239.79	447.97	38.95	486.92
	5 day/week pickup	624.11	574.18	255.29	4.97	260.26	318.89	6.20	325.09	585.35	50.90	636.25
	6 day/week pickup	730.79	672.33	306.33	5.96	312.29	366.00	7.12	373.12	685.41	59.60	745.01
Rolloff Bins		1,152.39	1,060.20	569.57	11.08	580.65	490.63	9.54	500.17	1,080.82	93.98	1,174.80
Pull out Service		21.01	19.33	0.00	0.00	0.00	19.33	0.38	19.71	19.71	1.71	21.42
Monthly Organics Barrel Sanitation		5.43	5.00	0.00	0.00	0.00	5.00	0.10	5.10	5.10	0.44	5.54
Organics Barrel Contamination		271.74	250.00	0.00	0.00	0.00	250.00	4.86	254.86	254.86	22.16	277.02
Customer Owned Barrels - 3+ Units		164.76	151.58	27.26	0.53	27.79	124.32	2.42	126.74	154.53	13.44	167.97
Residential Excess/Bulky Items - First Item		27.17	25.00	0.00	0.00	0.00	25.00	0.49	25.49	25.49	2.22	27.71
Residential Excess/Bulky Items - Each Additional		16.30	15.00	0.00	0.00	0.00	15.00	0.29	15.29	15.29	1.33	16.62

SOUTH EL MONTE
Rate Adjustment
Mobile Homes & Apartments
Effective July 1, 2020

	Current Gross Rate	Current Net Rate	Current Tipping Fee	Tipping Fee Adj 1.95%	New Tipping Fee	Current Service Fee	Service Fee Adj 1.95%	New Service Fee	New Net Rate	8% Franchise Fee	New Gross Rate
Bin Optional Services:											
Bin Lock Lid Charge	13.04	12.00	0.00	0.00	0.00	12.00	0.23	12.23	12.23	1.06	13.29
Bin Extra Dump Charge	54.35	50.00	0.00	0.00	0.00	50.00	0.97	50.97	50.97	4.43	55.40
Bin Overflow Charge	54.35	50.00	0.00	0.00	0.00	50.00	0.97	50.97	50.97	4.43	55.40
Bin Overweight Charge	54.35	50.00	0.00	0.00	0.00	50.00	0.97	50.97	50.97	4.43	55.40
Bin Dead Run Charge	43.48	40.00	0.00	0.00	0.00	40.00	0.78	40.78	40.78	3.55	44.33
Bin Go Back Charge	43.48	40.00	0.00	0.00	0.00	40.00	0.78	40.78	40.78	3.55	44.33
Bin Delivery Charge	43.48	40.00	0.00	0.00	0.00	40.00	0.78	40.78	40.78	3.55	44.33
Bin Exchange Charge	43.48	40.00	0.00	0.00	0.00	40.00	0.78	40.78	40.78	3.55	44.33
Bin Bring-in Charge	43.48	40.00	0.00	0.00	0.00	40.00	0.78	40.78	40.78	3.55	44.33
Bin Wash/Clean Out Charge	43.48	40.00	0.00	0.00	0.00	40.00	0.78	40.78	40.78	3.55	44.33
Bin Rental Charge	108.70	100.00	0.00	0.00	0.00	100.00	1.95	101.95	101.95	8.87	110.82
Bin Lock-Lid Install (one-time charge)								35.00	35.00	3.04	38.04
Bin Exchange with Metal Lids								150.00	150.00	13.04	163.04
Bin Customer Fabrication Charge (per cubic yard)								200.00	200.00	17.39	217.39
Temporary Bin Service								230.00	230.00	20.00	250.00
Temporary Bin Service - Extra Dump								170.00	170.00	14.78	184.78
Temporary Bin Service with Scout								250.00	250.00	21.74	271.74
Temporary Bin Service with Scout - Extra Dump								190.00	190.00	16.52	206.52
Temporary Bin Lock-Lid Install (one-time charge)								35.00	35.00	3.04	38.04
Temporary Bin Lock-Lid Svc (per lock x freq)								12.23	12.23	1.06	13.29
Bulky Item Pickup - First Item								25.00	25.00	2.17	27.17
Bulky Item Pickup - Additional Items								15.00	15.00	1.30	16.30
Bulky Item Pickup - Dead Run or Go-Back								25.00	25.00	2.17	27.17
"Slim-Jim" Organic Container Purchase								50.00	50.00	4.35	54.35
Roll-Off Optional Services											
Roll-Off Box Relocation								150.00	150.00	13.04	163.04
Roll-Off Dead-Ru or Go-Back								150.00	150.00	13.04	163.04
Roll-Off Demurrage (per day, no huals in 30 days)								12.00	12.00	1.04	13.04
Roll-Off "Rocket Launcher" (per hour, 4 hr. min.)								130.00	130.00	11.30	141.30
Roll-Off Compactor Wash-Out								250.00	250.00	21.74	271.74
Roll-Off Plastic Liners								40.00	40.00	3.48	43.48
Roll-Off Box Rental								150.00	150.00	13.04	163.04
Roll-Off Compactor Rental								550.00	550.00	47.83	597.83
Roll-Off Roll-Top Rental								50.00	50.00	4.35	54.35
Roll-Off Storage Box Delivery								150.00	150.00	13.04	163.04
Roll-Off Storage Box Removal								150.00	150.00	13.04	163.04
Roll-Off Storage Box Rental Charge								175.00	175.00	15.22	190.22
Other Optional Services											
Declined Payment Charge (any reason)								30.00	30.00	2.61	32.61
Late Fees (1.5% / month, \$5.00 minimum)								5.00	5.00	0.43	5.43
Stop Service Charge								30.00	30.00	2.61	32.61
Resume Charge								30.00	30.00	2.61	32.61
Standby Time (each 15 minutes)								35.00	35.00	3.04	38.04
Residential Dead-Run or Go-Back								25.00	25.00	2.17	27.17

Series Id: CUURS49ASA0

Not Seasonally Adjusted

Series All items in Los Angeles-Long Beach-Anaheim, CA, all

Title: urban consumers, not seasonally adjusted

Area: Los Angeles-Long Beach-Anaheim, CA

Item: All items

Base 1982-84=100

Period:

Years: 2010 to 2020

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2010	224.610	224.620	225.483	225.916	226.438	225.877	225.991	226.373	226.048	226.794	225.941	226.639	225.894
2011	228.652	229.729	232.241	233.319	233.367	232.328	231.303	231.833	233.022	233.049	232.731	231.567	231.928
2012	233.441	234.537	236.941	236.866	237.032	236.025	235.776	237.222	238.104	240.111	237.675	236.042	236.648
2013	238.015	239.753	239.995	239.043	239.346	239.223	238.920	239.219	239.611	239.940	238.677	238.742	239.207
2014	239.857	241.059	242.491	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475	242.434
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357	244.632
2016	247.155	247.113	247.873	248.368	249.554	249.789	249.784	249.700	250.145	251.098	250.185	250.189	249.246
2017	252.373	253.815	254.525	254.971	255.674	255.275	256.023	256.739	257.890	258.883	259.135	259.220	256.210
2018	261.235	263.012	264.158	265.095	266.148	265.522	266.007	266.665	268.032	269.482	268.560	267.631	265.962
2019	269.468	269.608	271.311	273.945	274.479	274.380	274.682	274.579	276.054	278.075	277.239	275.553	274.114
2020	277.755	278.657	276.589										

276.589 CPI CY

271.311 CPI PY

5.278 CPI Chg #

271.311 CPI PY

1.95% CPI Chg %



City Council Agenda Report

**Agenda
Item No.
7.f.**

DATE: July 28, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: CONSIDERATION OF APPROVAL FOR REQUEST FOR PROPOSAL (RFP) FOR A FULL COST ALLOCATION ANALYSIS, USER FEE STUDY, AND BUSINESS LICENSE FEE UPDATE

SUMMARY: Staff seeks City Council approval to solicit proposals from qualified firms to perform the full cost allocation analysis, user fee study and business license fee update for the City.

RECOMMENDATION: Staff recommends City Council approve the RFP for qualified firms to perform a study consisting of three activities which are a full cost allocation analysis, user fee study, and business license fee update.

FISCAL IMPACT: There is no immediate fiscal impact associated with the approval of an RFP and authorization to solicit proposals. Funding for the full cost allocation analysis, user fee study, and business license fee update, has been appropriated in the City Council-approved FY 2020-21 Budget in the amount of \$25,000. After completion of the selection review process, the proposed firm and their cost for rendering services will be submitted to City Council for approval prior to commencing the work.

DISCUSSION: Full Cost Allocation Study

The purpose of this project is to ensure that the City has a basis of applying comprehensive overhead rates and is accurately accounting for the true cost of providing various services by each department. Furthermore, best practices, accounting standards, and OMB 2 CFR Part 225 make it necessary for the City to maintain a well-documented

cost allocation plan that will help it to appropriately allocate general and administrative costs in its budget. This study will properly identify overhead rates that can be used in the calculation of billable hourly rates for federal & state grants, user fees, and reimbursements from other governmental agencies.

User Fee Study

Similar to many cities in California, the City needs to periodically examine the fees charged for services provided to customers. Best practices call for fees charged for services to be examined and adjusted every three to five years to ensure that full cost recovery is being achieved. The City is not allowed to make a profit on fees charged for services. However, it is entitled to recover the full cost of work performed on the behalf of a specific customer. The inability to properly set the rates will result in the General Fund subsidizing the amount of under-collection when a lower fee is being charged that allowed. Due to organizational changes and internal cost increases, the underlying activities upon which the previous user fee study was conducted have changed. As such, the City desires to examine whether a reasonable relationship exists between its costs of providing service and its current fees, with a consideration to the compliance requirements under Proposition 218 and Proposition 26. Proposed adjustments to the existing fees will be provided along with identification of any new fees the City could charge for services that are not part of the existing fee schedule.

Business License Fees Study

The City has a Business License Fee program that encompasses approximately 2,200 businesses. There are various categories of business license fees paid based upon the type of business and number of employees. The existing rates have remained unchanged for a number of years. Following best practices of re-examining the fees charged this will be addressed as part of this study. The business license fee rate study will take into consideration the costs incurred to administer the program. Proposed updated rates will be provided to City council for review and approval.

The RFP for Full Cost Allocation Analysis, User Fee Study, and Business License Fee Study release date is July 31, 2020. Responses to the RFP will be due by 5:00 p.m. on August 31, 2020.

ATTACHMENTS:

Fee Study RFP 07 22 2020.docx

ATTACHMENTS:

[RFP For Fee Study Services 07 22 2020.docx](#)

Request For Proposals
For
Full Cost Allocation, User Fee Study &
Business License Fees Update



RFP Release Date: July 30, 2020
RFP Response Due: 4:00 p.m. August 31, 2020

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A. INTRODUCTION

Community Profile and Governance

Incorporated in 1958, the City of South El Monte (City) is an industrial community of approximately 21,000 residents, encompassing 2.3 square miles. The City is located approximately 13 miles east of downtown Los Angeles and is adjacent to two major freeways and a major State Route in the San Gabriel Valley. The City offers a good blend of older and younger residents working in the same dedication and community spirit that the city was founded upon. Both residents and the City's business community are working together to make the City a better place to live and work. After almost six decades, the City has matured into a viable commercial and industrial base, with over 2,200 businesses within its 2.3 square miles. The City is currently focusing on improving the environment of the community and making it a better place to live and work.

The City of South El Monte consists of a five-member elected City Council (with elected Mayor) and an appointed City Manager. There are seven departments: Administration, City Clerk (appointed by Council), City Attorney (appointed by Council), Community Development, Community Services, Public Works and Finance. The Management Team consists of the following:

City Manager – Rachel Barbosa

City Clerk – Donna Schwartz

City Attorney – Anthony R. Taylor (Partner with law firm of Aleshire & Wynder, LLP)

Community Development/Public Works Director – Rene Salas

Interim Finance Director – William Fox

B. REQUEST SUMMARY

The City of South El Monte desires to undertake the preparation of a Full Cost Allocation Plan (an OMB 2 CFR Part 225 Cost Allocation Plan is desirable, as a supplemental part of the Cost Allocation Study) (collectively "Plan") and a comprehensive review and evaluation of citywide user fees and Business License Fees. To that end, the City is seeking to engage the services of a qualified professional firm experienced in cost recovery to prepare both reports.

The services are anticipated to commence in September/October 2020 with preliminary reports from the selected consultant due by the end of January 2021. The public hearing on the City's Master Fee schedule will occur in February 2020 and adoption in March 2020.

C. SCOPE OF SERVICES

Project tasks shall include, but are not necessarily limited to, the following. If the firm feels that additional tasks are warranted, they must be clearly identified in the firm's proposal.

1. Full Cost Allocation Plan

Prepare the City's Full Cost Allocation Plan (OMB Cost Allocation Plan as optional supplement), which may include the following elements:

- A. Work and meet with City staff to refine the project scope, purpose, uses and goals of the City's Cost Allocation Plan to ensure that the study will be both accurate and appropriate to the City's needs. Review project schedule and answer any questions pertaining to the successful development of the study.
- B. Meet with staff and conduct interviews as needed to gain an understanding of the City's processes and operations.
- C. Identify the total cost of providing each City service at the appropriate activity level and in a manner that is consistent with all applicable laws, statutes, rules and regulations governing the collection of fees, rates, and charges by public entities including, but not limited to, the State Controller's Office Guidelines for Cost Claiming and OMB 2 CFR Part 225 standards.
- D. Determine the appropriate General and Administrative overhead allocations to City activities and applicable overhead rates for use in calculating the City's Billable Hourly rates. The requirements of the model should allow for:
 - a. Additions, revisions, or removal of direct and overhead costs so that the full cost allocation plan can be easily adapted to a range of activities, both simple and complex.
 - b. The ability of the City to continuously update the model and full cost allocation plan from year to year as the organization changes.
 - c. The addition of hypothetical service area information for future service enhancements, and the ability to calculate the estimated costs of providing the service under consideration (i.e. ad-hoc analysis).
- E. Report on other matters that come to your attention in the course of your evaluation that in your professional opinion the City should consider.
- F. Present the plan to the City's management group and make necessary adjustments as requested.
- G. If called upon to do so, prepare and deliver presentations to the Council to facilitate their understanding of the plan and its implications to the City.
- H. Work with the Financial Services Department in developing service provisions, cost categories, and allocation criteria for current and future programs.

- I. Provide the City with an electronic copy of the final comprehensive review, including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate changes in the organization or changes in cost.
- J. Prepare a final report and provide five bound copies, one unbound copy, and a single Microsoft Excel and PDF file of the Full Cost Recovery Plan that can be made available to City staff. Models, tables and graphs should be provided in Microsoft Excel. Any Cost Allocation Model revisions developed shall also be made available to the City in Microsoft Excel and PDF formats, providing the ability to add, delete and/or update information as needed.
- K. Provide a computer based model in Microsoft Excel for adjusting these fees and charges for the City's current and future needs and provide the City with an electronic copy of the final comprehensive study, including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate changes in the organization or changes in costs.
- L. Consult with City staff should the need arise to defend the cost allocation plan as a result of audits or other challenges.

2. User Fee Study

Prepare a User Fee Study for the City, which may include the following elements. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.

- A. Work and meet with City staff to refine the project scope, purpose, uses and goals of the City's User Fee Study to ensure that the study will be both accurate and appropriate to the City's needs. Review project schedule and answer any questions pertaining to the successful development of the study.
- B. Meet with staff and conduct interviews as needed to gain an understanding of the City's processes and operations. Conduct a comprehensive review of the City's existing fees, rates, and charges.
- C. Identify the total cost of providing each City service at the appropriate activity level and in a manner that is consistent with all applicable laws, statutes, rules and regulations governing the collection of fees, rates, and charges by public entities including, but not limited to, Proposition 218.
- D. Compare service costs with existing recovery levels. This should include any service areas where the City is currently charging for services as well as areas where perhaps the City should charge, in light of the City's practices, or the practices of similar or neighboring cities.
- E. Recommend potential new fees and charges for services that the City currently provides but does not have any fees and/or charges established. Recommendations

- should be based on practices by surrounding cities that may charge for similar services, industry best practices, or the consultant's professional opinion.
- F. Recommend appropriate fees and charges based on the firm's analysis together with the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic.
 - G. Prepare a report that identifies each fee service, its full cost, and, recommended and current cost recovery levels. The report should also identify the direct cost, the indirect cost, and the overhead cost for each service.
 - H. Prepare a report that identifies the present fees, recommended fees, percentage change, cost recovery percentage, revenue impact and fee comparison with other Los Angeles County cities, Southern California cities or other California cities that are comparable to South El Monte. A survey comparison of rates and fees with similar cities is required.
 - I. Report on other matters that come to the Consultant's attention in the course of the evaluation that, in the Consultant's professional opinion, the City should consider.
 - J. Provide a computer based model in Microsoft Excel for adjusting these fees and charges for the City's current and future needs and provide the City with an electronic copy of the final comprehensive study, including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate changes in the organization or changes in costs. The requirements of the model should allow for:
 - a. Additions, revisions, or removal of direct and overhead costs so that the full cost allocation plan can be easily adapted to a range of activities, both simple and complex.
 - b. The ability of the City to continuously update the model and full cost allocation plan from year to year as the organization changes.
 - c. The addition of hypothetical service area information for future service enhancements, and the ability to calculate the estimated costs of providing the service under consideration (i.e. ad-hoc analysis).
 - K. Prepare and deliver presentations to the City Council to facilitate their understanding of the plan and its implications for the City and make necessary adjustments as requested.
 - L. Provide on-site training to enable staff to update fees on an annual basis.
 - M. Prepare a final fee study report and provide five bound copies, one unbound copy, and a single Microsoft Excel and PDF file of the User Fee Study that can be made available to City staff. Models, tables and graphs should be provided in Microsoft Excel. Any Master Fee Schedule revisions developed shall also be made available to the City

in Microsoft Excel and PDF format, providing the ability to add or delete and/or update information as needed.

- N. Consult with City staff should it become necessary to defend the City's User Fees as a result of any legal or other challenge.

3. **Business License Fee Update**

Prepare an updated Business License Fee Schedule for the City, which may include the following work elements. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.

- A. Work and meet with City staff to refine the project scope, purpose, uses and goals of the City's Business License Fees to ensure that the study will be both accurate and appropriate to the City's needs. Review project schedule and answer any questions pertaining to the successful development of the updated fee schedule.
- B. Meet with staff and third party processing partner to conduct interviews as needed to gain an understanding of the City's processes and operations. Conduct a comprehensive review of the City's existing Business License Fees.
- C. Determine what applicable City operating costs can be allocated towards the business licenses and code compliance with City regulations.
- D. Perform a survey of surrounding cities for rate comparability with the different types of business license fees that the City has.
- E. Recommend making changes to business license fees where the City is not obtaining full cost recovery to run the program.
- F. Develop updated fee schedule in compliance Proposition 218 ensuring that costs are appropriately recovered.

4. **General**

The Consultant may recommend other tasks that it deems appropriate to achieve the objectives set forth in this RFP.

The successful respondent shall be required to retain all working papers and related supporting documents, including records of professional time spent, for a period of five years after delivery of the required reports, unless notified in writing by the City of the need to extend the retention period. The Consultant further agrees to allow City staff to review such documents upon written request at any time during the retention period.

IV. INFORMATION TO BE INCLUDED IN THE QUALIFICATIONS SUBMITTAL

Proposal Outline to Be Submitted

The proposal shall be organized and submitted with the following elements:

A. Cover Page

B. Table of Contents

C. Executive Summary

Provide a brief summary describing the proposer's ability to perform the work requested, a history of the proposer's background and experience providing services, the qualifications of the proposer's personnel to be assigned to City, any subcontractor, sub consultants, and/or suppliers and a brief history of their background and experience, and any other information called for by this request for proposal which the proposer deems relevant, including restating any exceptions to this request for proposal. This summary should be brief and concise to apprise the reader of the basic services offered, experience and qualifications of the proposer, staff, subcontractors, and/or suppliers.

D. Questionnaire/Response to Scope of Services

Proposer shall provide responses and information to fully satisfy each item in the Questionnaire. Each question item should be presented before the proposer's response.

- Attachments Questionnaire

E. Company and General Information

- Company name and address.
- Letter of transmittal signed by an individual authorized to bind the respondent, stating that the respondent has read and will comply with all terms and conditions of the RFP.
- General information about the primary contact that would be able to answer questions about the proposal. Include name, title, telephone number and email address of the individual.
- Additional information for inclusion in the response is located immediately behind the RFP at Appendix A and Appendix B.
 - o Appendix A - Certification of Proposal to City
 - o Appendix B - Sample Professional Services Agreement
 - Exhibit "A" - Scope of Services
 - Exhibit "B" - Special Requirements
 - Exhibit "C" - Schedule of Compensation
 - Exhibit "D" – Schedule of Performance

Qualifications and Experience of the Firm

- Firm's history and organizational structure, including the size of the firm, location of offices, years in business, organizational chart, name(s) of owner(s) and principal parties, and number and position titles of staff.
- The primary business of the parent company and/or affiliates.
- Office(s) of your organization with primary responsibility for managing the engagement.
- Firm's experience providing auditing and accounting services, including the cities for which you have provided these services in the last five years.
- Other areas that may make the firm different from competitors.

F. Qualifications and Experience of Proposed Staff

- The qualifications of staff proposed for the assignment, position(s) in the firm, and types and amount of equivalent experience, including any municipal agencies with which they have worked in the past three years and their level of involvement. The resume(s) of the personnel who will be assigned to this project.

G. Fees

Please provide three copies in a separate envelope marked "Fees."

- Fees for the proposed service, which should be detailed by service and include the preparation of the full cost allocation plan, user fee study, and Business License Fee update.
- Outline billing and payment expectations, including timing and method of payment.
- Any additional fees not already detailed above.
- A specific "not to exceed" fixed fee including associated fees (i.e., printing costs, attendance at meetings, travel).

H. References

- Provide a list of the municipal agencies for which the respondent has conducted any type of general cost allocation plan and fee study within the past three years.
- The Consultant should provide a list of at least three municipal agencies and a contact person.

V. QUESTIONS

- Questions with regard to this RFP should be submitted by e-mail to William Fox, Interim Finance Director, at **wfox@soelmonte.org** by 4:00 P.M. PDT on August 24, 2020. All firms sending questions will receive responses to all questions and any other addenda that may be released via e-mail by August 26, 2020.

VI. GENERAL INFORMATION

- The Consultant is expected to establish and maintain a working relationship with City Staff throughout the duration of the agreement. The City shall not pay any cost incurred in the preparation of a response to this Request for Proposal.

VII. INSURANCE REQUIREMENTS

- The City will require the successful Consultant to acquire and maintain workers' compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance (errors & omissions) coverage relating to Consultant's services to be performed covering the City's risks in a form subject to the approval of the City Attorney and/or City's insurance advisor. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

Insurance Category

Minimum Limits

Workers' Compensation

Statutory minimum \$2,000,000
Per accident for bodily injury or
disease

Commercial General Liability

\$2,000,000 per occurrence and
\$4,000,000 aggregate for
bodily injury, personal injury
and property damage

Automobile Liability \$2,000,000
per accident for bodily injury
and property damage (coverage
required to the extent applicable
to Consultant's vehicle usage in
performing services hereunder)

Professional Liability

\$2,000,000 per claims & Errors
and Omissions Liability

- Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the City as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.
- The Consultant shall agree to include with all subcontractors in their subcontracts the same requirements and provisions including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Consultant shall agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors.
- The Consultant shall furnish the City with certificates and copies of information or declaration pages of the insurance required and with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:
 - a. Precluding cancellation or **reduction in per occurrence limits** before the expiration of 30 days (ten days for nonpayment) after City shall have received written notification of cancellation in coverage or **reduction in per occurrence limits** by first class mail;
 - b. Naming the City of South El Monte its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
 - c. Providing that Consultant's insurance coverage shall be primary insurance with respect to City and, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by City for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of Consultant's insurance and not contributory with it. Consultant and its insurer may not seek contribution from City's insurance or self-insurance.
- The limits of insurance required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's insurance or self-insurance may be called upon to protect City as a named Insured.
- All self-insured retentions (SIR) must be disclosed to City for approval and shall not reduce the limits of liability coverage. Policies containing an SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either

the named Consultant/Named Insured or City.

- The City reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- Any and all Subcontractors shall agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City. Subcontractors shall further agree to include the same requirements and provisions, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions shall be furnished to any subcontractor upon request.
- The Consultant shall maintain insurance to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following completion of this project or service. In the event the Consultant fails to obtain or maintain completed operations coverage as required by the City at its sole discretion may purchase the coverage required and the cost will be paid by Consultant.

VIII. PROPOSAL REVIEW

- The City's designated staff will evaluate proposals received. During the review process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from those that submit proposals or allow corrections of errors or omissions. Any and all changes in the RFP will be made by written addendum, which shall be issued by the City to all proposers who have responded to the RFP by the deadline.
- The City reserves the right to retain all proposals submitted. Submission of a proposal indicates the firm's acceptance of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the consultant selected.
- The preparation of the RFP will be at the total expense of the Proposer. There is no expressed or implied obligation for the City to reimburse responding proposers for any expense incurred in the preparation of proposals in response to this RFP. All proposals submitted to the City shall become properties of the City and will not be returned.
- The City reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the City.
- To be considered, proposers must provide **five bound copies, one unbound copy, and a single PDF file** of the Proposal for Auditing Services that can be made available

to City staff. The materials should be contained in a sealed envelope with the name of the company submitting the proposal, and the title of "Auditing Services."

The materials should be delivered no later than 4:00 P.M. PDT on April 9, 2020 to:

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

A. RFP Schedule

The City reserves the right to make changes to the below schedule, but the current schedule for the implementation of this bid process is as follows:

Request for Proposal Release	July 30, 2020
Question Submittal Deadline	August 24, 2020
City Response to Questions	August 26, 2020
Submittal Deadline (Date proposals must be received by)	August 31, 2020
Finalists Selected/Presentations/Interviews	Week of Sept. 4 th 7
Consultant Selection/Contract approved by City Council	September 15, 2020

B. Evaluation of Proposals

- A team comprised of City staff, will be responsible for the bid evaluations. This team, in accordance with the criteria listed below, will evaluate all proposals received as specified. The City team members, in applying the major criteria to the proposals, may consider additional criteria beyond those listed. During the evaluation period, the team may elect to interview some or all the proposing firms. The interview will include City staff from the Finance Department and Public Works.
- The final selection will be the firm which, in the City's opinion, is the most responsive and responsible, meets the City's requirements in providing this service, and is in the City's best interest. The City maintains the sole and exclusive right to evaluate the merits of the proposals received.
- Consultants will be objectively evaluated based on their responses to the scope outlined in the RFP. The written proposal should clearly demonstrate how the firm could best satisfy the requirements of City. Proposals will be evaluated based on the following criteria:
 - o Thoroughness and understanding of the tasks to be completed.
 - o Background and experience in organizational analysis evaluation.
 - o Staff expertise and overall experience of personnel assigned to the work.
 - o Time required to accomplish the requested services.

- o Responsiveness to requirements.
 - o Recent public sector experience in a municipal setting.
 - o Costs.
- Although price for the services will be an important part of the consideration for award the City will consider the consultant's qualifications, expertise, and level of professional service and advice in the award of the auditing contract.

IX. CONSULTANT AGREEMENT

- A sample of the City's Professional Services Agreement is provided with this RFP as **Attachment B**. Your proposal shall contain a statement of the firm's willingness to execute the contract with an indication of any contractual requirements.

END OF RFP

APPENDIX A

CERTIFICATION OF PROPOSAL TO THE CITY

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposals (RFP), dated July 31, 2020 and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the firm and that the firm is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all the commentary, figures and data required by the Requests for Proposal dated July 31, 2020.
5. This firm has carefully read and fully understands all the items contained in Request for Proposal for Cost Allocation and Fee Study.
6. The proposal by this firm is an irrevocable offer; it shall be valid for 120 days from August 31, 2020 unless both parties mutually agree to extend the date.

Name of firm: _____

By: _____

(Authorized Signature)

Type Name: _____

Title: _____

Date: _____

APPENDIX B

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 _____, 2020 by and between the City of South El Monte, a California, a municipal corporation (“City”) and _____, _____ (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

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

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

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

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Services shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be

responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ Dollars (\$_____) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 **Method of Compensation.**

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

2.3 **Reimbursable Expenses.**

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

2.4 **Invoices.**

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

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

2.5 **Waiver.**

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding _____ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). [The City may, in its sole discretion, extend the Term for additional one-year terms.]

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

(Name)

(Title)

(Name)

(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

The Contract Officer shall be [_____] or] such person as

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own

expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

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

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

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

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

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

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

5.2 **General Insurance Requirements.**

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

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

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

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

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

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

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

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

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

required coverage.

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

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

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

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

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

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

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

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

5.3 **Indemnification.**

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

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

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

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such

documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes: Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this

Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of South El Monte, 6330 Pine Avenue, South El Monte, California 90201 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: _____

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

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the following:
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- V. Consultant will utilize the following personnel to accomplish the Services:

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

		RATE	TIME	SUB-BUDGET
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____

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

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.

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

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

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

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

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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

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

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

- A.
B.
C.

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



City Council Agenda Report

**Agenda
Item No.
7.g.**

DATE: July 28, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-86,
APPROVING FIRST AMENDMENT TO THE
EMPLOYMENT AGREEMENT WITH CITY MANAGER

SUMMARY: Approve the attached resolution amending employment agreement for Rachel Barbosa as City Manager.

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 20-86, authorizing the Mayor to execute the first amendment to employment agreement with Ms. Barbosa.

FISCAL IMPACT: There are sufficient funds in the proposed Fiscal Year 2020-2021 budget to pay the salary and benefits addressed in the amended Agreement. For the services rendered pursuant to the amended Agreement, Employee's base annual compensation shall be One Hundred Eighty Thousand Dollars (\$180,000), pro-rated as of the date of amendment, which is July 1, 2020.

DISCUSSION: According to the City Manager Employment Agreement, the City Council may, in its discretion, review and evaluate the performance of the City Manager. On June 14, 2020, the City Council conducted a performance review of Ms. Barbosa and approved a salary increase for her.

Ms. Barbosa accepts these employment terms from the City and agrees to the terms and conditions as indicated in the First Amendment to the City Manager Employment Agreement.

ATTACHMENTS:

Attachment A - Resolution No. 20-86

Attachment B - First Amendment to the City Manager Employment Agreement

ATTACHMENT A

RESOLUTION NO. 20-86

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING
THE FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT
BETWEEN THE CITY AND RACHEL BARBOSA AS CITY MANAGER

WHEREAS, on March 24, 2020, the City Council of the City (the “City Council”) entered into the City of South El Monte City Manager Employment Agreement (the “Agreement”); and

WHEREAS, Section 2.1 of the Agreement provides that the “City Council shall consider salary adjustments commensurate with Employee’s performance in accordance with the evaluation process . . . [;]” and

WHEREAS, Section 2.1 of the Agreement further provides that “[p]ossible salary adjustments and discretionary bonuses during the term of this Agreement are indicated in Exhibit B[;]” and

WHEREAS, Exhibit B of the Agreement provides for a possible salary adjustment to \$180,000 annually effective July 1, 2020; and

WHEREAS, Section 9.2 of the Agreement provides that it “may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval[;]” and

WHEREAS, the City Council recently conducted a performance review of Employee and desires to provide to Employee the salary adjustment referenced in Exhibit B of the Agreement effective July 1, 2020; and

WHEREAS, Employee desires to accept these employment terms from the City and agrees to the following terms and conditions in this First Amendment.

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

SECTION 1. The foregoing recitals are true and correct, and are incorporated herein by reference as though set forth in full.

SECTION 2. The City Council hereby approves the City Manager’s annual salary as \$180,000 effective July 1, 2020 and the benefits paid to the City Manager are as set forth in said Agreement. These amounts can be updated by future action of the City Council made in public at a subsequent council meeting.

SECTION 3. The Mayor is hereby authorized to execute the amended Agreement on behalf of the City.

SECTION 4. This resolution shall be effective immediately upon its adoption.

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

PASSED, APPROVED AND ADOPTED this 28th day of July, 2020.

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. 20-86 was duly passed and approved by the City Council at an adjourned regular meeting of said Council held on the 28th day of July, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

**FIRST AMENDMENT TO
CITY OF SOUTH EL MONTE
CITY MANAGER EMPLOYMENT AGREEMENT**

This FIRST AMENDMENT TO CITY OF SOUTH EL MONTE CITY MANAGER EMPLOYMENT AGREEMENT (the “First Amendment”) is made and entered into July 28, 2020, by and between the CITY OF SOUTH EL MONTE, a general law city and municipal corporation (the “City”) and RACHEL BARBOSA, an individual (“Employee”).

RECITALS

WHEREAS, on March 24, 2020, the City Council of the City (the “City Council”) entered into the City of South El Monte City Manager Employment Agreement (the “Agreement”); and

WHEREAS, Section 2.1 of the Agreement provides that the “City Council shall consider salary adjustments commensurate with Employee’s performance in accordance with the evaluation process . . . [;]” and

WHEREAS, Section 2.1 of the Agreement further provides that “[p]ossible salary adjustments and discretionary bonuses during the term of this Agreement are indicated in Exhibit B[;]” and

WHEREAS, Exhibit B of the Agreement provides for a possible salary adjustment to \$180,000 annually effective July 1, 2020; and

WHEREAS, Section 9.2 of the Agreement provides that it “may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval[;]” and

WHEREAS, the City Council recently conducted a performance review of Employee and desires to provide to Employee the salary adjustment referenced in Exhibit B of the Agreement effective July 1, 2020; and

WHEREAS, Employee desires to accept these employment terms from the City and agrees to the following terms and conditions in this First Amendment; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

AGREEMENT

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

SECTION 2. Section 2.1 of the Agreement is amended to read, in its entirety, as follows (additions shown in ***bold italics*** and deletions shown in ~~strikethrough~~):

“2.1 Compensation. For the services rendered pursuant to this Agreement, ***effective July 1, 2020*** Employee’s base annual compensation shall be

a five percent (5%) increase from the Employee's current salary, as Interim City Manager, to the total annual amount of One Hundred Fifty **Eighty** Thousand Six Hundred Dollars (\$~~180,000.00~~150,600) (the "Salary"), pro-rated as of the date of appointment as City Manager on January 14, 2020, which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Employee shall be entitled to retroactive payment of said increase **to July 1, 2020 pursuant to Section 2.1 and Exhibit B of the Agreement** ~~upon approval of this Agreement~~. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs. At its sole discretion, the City Council shall consider salary adjustments commensurate with Employee's performance in accordance with the evaluation process pursuant to section 5.0 of this Agreement. Possible salary adjustments and discretionary bonuses during the term of this Agreement are indicated in Exhibit B. The City Council and/or the Employee reserve the right to defer or refuse any or all part of any base salary adjustment if either party determines that the fiscal state of the City warrants such action."

SECTION 3. Except as expressly amended by this First Amendment, the underlying terms, conditions, and compensation of Employee by City as and for her employment as city manager shall be as set forth in the Agreement.

IN WITNESS WHEREOF, the CITY OF SOUTH EL MONTE has caused this First Amendment to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this First Amendment, both in duplicate.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF SOUTH EL MONTE

ATTEST:

Gloria Olmos, Mayor

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

EMPLOYEE

Rachel Barbosa

Dated:_____

[END OF SIGNATURES]



City Council Agenda Report

**Agenda
Item No.
7.h.**

DATE: July 28, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: CONSIDERATION OF RESOLUTION 20-87 APPROVING THE ALLOCATION OF \$44,160 IN MEASURE M FUNDS TOWARD THE TRANSTECH DESIGN ENGINEERING SERVICES FOR FISCAL YEAR (FY) 20/21 STREET REHABILITATION PROJECTS

SUMMARY: On June 23rd, 2020, the City Council approved a contract services agreement with Transtech Engineering to provide engineering services including On-Call design engineering services. The services proposed in Attachment B for design work, do fall under the definition of On-Call services and can be funded under the June 23rd, 2020 contract terms.

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 20-87 approving the allocations in Measure M Funds toward the Transtech design engineering services for FY 20/21 Street Rehabilitation Projects

FISCAL IMPACT: Transtech proposes to complete the design work for FY 20/21 Street Rehabilitation Projects at a cost of \$44,160. Staff recommends using available Measure M fund balance to cover the cost.

DISCUSSION: On March 10, 2020, City Council approved Community Development Block Grant (CDBG) funding towards street rehabilitation totaling 4,191 linear feet in street rehabilitation projects that included segments along Granada Ave, Fawcett Ave, Enloe St, Lorin, Lexington-Gallatin Rd, Michael Hunt, Bunker, and Adson. The type of reconstruction is either slurry seal or grind and overlay. These street improvements were submitting and approved for CDBG funding by the Los Angeles County Community Development Authority, (LACDA).

On June 23, 2020, City Council approved SB-1 gas tax funding towards the street reconstruction projects totaling 9,200 linear feet for Strozier Ave, Lashbrook Ave, and Fern Ave.

The construction cost will all be paid utilizing SB-1 (\$815,700) CDGB (\$263,125), and Measure M funds (\$224,272) with an estimated total of \$1,303,097.

The City Council's approval for the use of Measure M Fund balance will allow staff to move forward funding these design services under the existing June 23, 2020, contract with Transtech.

ATTACHMENTS:

[Attachment A - Resolution 20-87](#)

[Attachment B - Task Order](#)

Attachment A

RESOLUTION NO. 20-87

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL TO
ADOPT RESOLUTION 20-87 APPROVING THE ALLOCATION OF
\$44,160 IN MEASURE M FUNDS TOWARD THE TRANSTECH
DESIGN ENGINEERING SERVICES FOR FISCAL YEAR (FY)
20/21 STREET REHABILITATION PROJECTS

THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1: The City Council hereby approves the use of Measure M Fund balance to cover the cost of \$44,160 for Design Services proposed by Transtech to complete FY 20/21 Street Rehabilitation Projects. The Council further directs the City Manager to take all actions necessary to effectuate the Measure M Funds for these Design Services.

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

ADOPTED this 28th day of July, 2020.

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution No. 20-87, was adopted by the South El Monte City Council at a duly noticed council meeting held on July 28, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

Attachment B



July 23, 2020

CITY OF SOUTH EL MONTE

Attn: Mr. Rene Salas, Public Works Director
1415 Santa Anita Ave
South El Monte, CA 91733

**Subject: TASK ORDER PROPOSAL FOR DESIGN ENGINEERING SERVICES FOR
FY 20/21 STREET REHABILITATION PROJECT**

Dear Mr. Salas,

Per City's request, Transtech Engineers, Inc. ("Transtech"), is pleased to submit this Fee Proposal to provide professional services for the Design Engineering Phase for **FY 20/21 STREET REHABILITATION PROJECT** ("Project") per the term and conditions specified in its Professional Services Agreement between Transtech and the City of South El Monte ("City"), dated April 11, 2018, and as amended by Addendum 4, dated June 23, 2020. Transtech's proposed fee for Design Engineering Phase Services is \$44,160.

The work entails the supervision and coordination of activities associated with the preparation of plans, specifications, estimate of costs, project management and administration of the Project.

Project Information:

As part of City's FY 20/21 CIP, the City will be rehabilitating the following street segments:

Street Segment	From	To	Suggested Pavement Rehab per PMP
Lashbrook Ave	Garvey Ave	NCL	AC Deep Coldmill and Overlay (4" thickness)
Lashbrook Ave	Garvey Ave	Cul-de-sac	AC Deep Coldmill and Overlay (4" thickness)
Strozier Ave	Klingerman St	NCL	AC Coldmill and Overlay (2" thickness)
Strozier Ave	Lerma Rd	Rush St	AC Coldmill and Overlay (2" thickness)
Granada	Weaver	Klingerman	Surface Treatment/Chip Seal
Fawcett	60 Fwy Ramp	Santa Anita	FWM+Thick Overlay (>2.0 to 3.0)
Enloe	Potrero	End	FWM+Thick Overlay (>2.0 to 3.0)

July 23, 2020

Attn: Mr. Rene Salas, Public Works Director

Subject: Task Order Proposal for Design Engineering Services for FY 20/21 Street Rehabilitation Project

Street Segment	From	To	Suggested Pavement Rehab per PMP
Lorin	Klingerman	End	FWM+Thick Overlay (>2.0 to 3.0)
Lexington-Gallatin Rd	Andrews St	Pvt Dr	FWM+Thick Overlay (>2.0 to 3.0)
Lexington-Gallatin Rd	Pvt Dr	End	FWM+Thick Overlay (>2.0 to 3.0)
Michael Hunt	Durfee	Bunker	Slurry Seal
Michael Hunt	Bunker	Adson	Slurry Seal
Michael Hunt	Adson	Kayann	Slurry Seal
Michael Hunt	Kayann	East End	Slurry Seal
Bunker	Michael Hunt	End	Slurry Seal
Adson	Michael Hunt	End	Slurry Seal

The project generally consists of roadway rehabilitation including construction of AC coldmill and overlay, slurry seal, signing and striping, and related improvements as shown on the above project limits.

Project Budget:

The City has established the following Project Budget for this project:

SB-1	\$400,000
Measure M Local	\$224,272
CDBG	\$263,125
Total	\$887,397

Scope of Work (Design Engineering Phase):

1. Perform engineering design services resulting in contract documents (plans, specifications and cost estimates).
2. Collect and review available record plans, existing/proposed conditions and requirements.
3. Perform visual field inspection and review.
4. Inspect operations in the project area to develop an efficient control approach that will be used during the construction of the proposed improvements.
5. After review of data, and field investigation surveys, develop design parameters.
6. Prepare construction plans for applicable improvements.
7. Prepare cost estimates.
8. Prepare specifications.
9. Coordinate with Utility companies and issuance of Utility Notices, if required.
10. Prepare environmental documentation (categorical exemption is assumed for this project, and an EIR will not be prepared).
11. Provide project management and administration.
12. Provide PS&E Bid Package ready for bidding.
13. Coordinate the advertisement of project.
14. Respond to bidder inquiries during the bidding process, including preparation of any addenda.

July 23, 2020

Attn: Mr. Rene Salas, Public Works Director

Subject: Task Order Proposal for Design Engineering Services for FY 20/21 Street Rehabilitation Project

15. Review and analyze bids received and prepare recommendation for the award to lowest responsive bidder.

FEE

The total fees for the proposed services are as follows:

FEE BREAKDOWN											
TASKS AND BUDGETS	Construction Mgr/ Project Mgr/ Resident Eng			Project Engineer			Admin Staff Support			Totals	
	Hrs	Av. Hrly Billing Rate	Total Fee	Hrs	Av. Hrly Billing Rate	Total Fee	Hrs	Av. Hrly Billing Rate	Total Fee	Tot Hrs	Total Fee
Design Engineering Phase	32	\$155	\$4,960	320	\$115	\$36,800	40	\$60	\$2,400	392	\$44,160
Totals	32		\$4,960	320		\$36,800	40		\$2,400	392	\$44,160
TOTAL ESTIMATED FEE										\$44,160	5%
TOTAL PROJECT BUDGET										\$887,397	100%

BILLING RATES

Billing rates will be based on hourly rates and applicable adjustments as indicated in the Master Contract between the City and Transtech, which is as follows:



TRANSTECH ENGINEERS, INC.
STANDARD SCHEDULE OF HOURLY RATES
Effective through June 30, 2021

ENGINEERING		CONSTRUCTION MANAGEMENT		BUILDING & SAFETY	
Field Technician	\$80	Labor Compliance Analyst	\$115	Permit Technician	\$60
Engineering Assistant/Technician	\$105	Funds Coordinator	\$115	Plan Check Technician	\$60
CAD Drafter	\$110	Utility Coordinator	\$120	Building Inspector	\$85
Associate Designer	\$120	Office Engineer	\$105	Senior Inspector	\$105
Senior Designer	\$140	Construction Inspector	\$120	Plans Examiner/Checker	\$115
Associate Civil Engineer	\$115	Senior Construction Inspector	\$130	Plan Check Engineer	\$130
Senior Civil Engineer	\$160	Construction Manager	\$160	Deputy Building Official	\$130
Transportation Analyst/Associate	\$115	Resident Engineer	\$160	Building Official	\$145
Associate Traffic/Transportation Engineer	\$115	PUBLIC WORKS INSPECTION		Director	\$180
Professional Transportation Planner	\$135	Public Works Inspector	\$110	PLANNING	
Traffic/Transportation Engineer	\$140	Senior Public Works Inspector	\$120	Community Development Technician	\$60
Senior Traffic Engineer	\$150	Supervising PW Inspector	\$150	Planning Technician	\$60
Project Manager	\$130	SURVEY AND MAPPING		Associate Planner	\$110
Senior Project Manager	\$150	Survey Analyst	\$112	Senior Planner	\$120
City Engineer	\$150	Senior Survey Analyst	\$120	Planning Manager	\$135
Senior City Engineer	\$160	2 Man Survey Crew	\$280	Director	\$180
Principal Engineer	\$170	Survey & Mapping Specialist	\$160		
Director	\$180	Licensed Land Surveyor	\$175		
ADMINISTRATIVE STAFF		FUNDING & GRANT WRITING			
Administrative/Clerical	\$60	Funds Analyst	\$115		
Project Accountant	\$75	Graphic & Rendering Designer	\$115		
		Grant Writer	\$120		
		Funds & Grant Project Manager	\$125		

Reimbursable direct expenses are billed at cost plus 10%. Mileage will be charged at the current Federal guideline rate at the time of billing. The above fees will be increased each year July 1st automatically by the percentage change Los Angeles-Riverside-Orange County 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.

July 23, 2020

Attn: Mr. Rene Salas, Public Works Director

Subject: Task Order Proposal for Design Engineering Services for FY 20/21 Street Rehabilitation Project

Should you have any question or should you need additional information, please contact the undersigned.

Sincerely,

Okan Demirci, Project Manager

okan.demirci@transtech.org

C: 714-319-6137; O: 909-595-8599, Ext. 139

www.transtech.org



Approved by:

Name/Title

Signature

Date

D:\DROPOBOX (TRANSTECH ENGINEERS)\PROPOSALS\2020\UP-20 192 SEM FY 20-21 STREET REHAB\PROPOSAL\FY 20-21 STREET REHABILITATION, DESIGN SERVICES SCOPE AND FEE, 7-23-20.DOCX



City Council Agenda Report

**Agenda
Item No.
8.a.**

DATE: July 28, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-88
CHANGING THE NAME OF ADELIA AVENUE, SOUTH
OF ALESIA STREET, TO AMRO WAY

SUMMARY: AMRO Fabricating Corporation ("Applicant") has requested the City to change the name of Adelia Avenue to Amro Way along the stretch of street where three of their businesses front, to celebrate the opening of two new buildings.

RECOMMENDATION: Staff recommends City Council hold a public hearing for Resolution No. 20-88 to discuss the change of street name from Adelia Avenue to Amro Way.

FISCAL IMPACT: The cost of the name change will include staff time in updating all records as well as purchasing new street signs and the installation of said signs, which Applicant has agreed to pay.

DISCUSSION: The Applicant has requested a street name change to celebrate the opening of two new buildings which will be taking place on August 5, 2020 as well as to honor the operation of the business within the City for over 40 years. The street name change will include the stretch of Adelia Avenue that runs approximately 350 feet south of Alesia Street until terminating in a cul-de-sac.

(Staff Report Prepared by Ian McAleese, Assistant Planner)

ATTACHMENTS:
[Resolution No. 20-88](#)

RESOLUTION NO. 20-88

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
NAMING PUBLICLY OWNED STREET CURRENTLY EXISTING AS
ADELIA AVENUE, SOUTH OF ALESIA STREET, TO AMRO WAY

WHEREAS, the City was approached by AMRO Fabricating Corporation requesting that Adelia Avenue running approximately 350 feet south of Alesia Street be renamed to AMRO Way; and

WHEREAS, staff has reviewed the proposed street name change and recommends that City Council accept and approve the proposed street name change to AMRO Way.

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

SECTION 1. The City Council hereby approves the proposed street name change, as listed above and shown on the map attached as Exhibit A.

PASSED, APPROVED AND ADOPTED this 28th day of July, 2020.

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. 20-88 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 July, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna Schwartz, City Clerk

Exhibit A





City Council Agenda Report

**Agenda
Item No.
8.b.**

DATE: July 28, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Ian McAleese, Assistant Planner

SUBJECT: CONSIDERATION OF ORDINANCE NO. 1248,
AMENDING GRAFFITI ABATEMENT TO REQUIRE
REMOVAL WITHIN 24 HOURS UNLESS GRANTED AN
EXTENSION TO SECURE MATCHING PAINT

SUMMARY: The proposed Ordinance No. 1248 will reduce the time mandated to remove graffiti from 72 hours to 24 hours, but will allow for an extension by the Community Development Director if more time is needed to procure a matching color. The paint used to cover up the graffiti will also be required to match the underlying color of the wall.

RECOMMENDATION: Staff recommends City Council waive the first reading and introduce Ordinance No. 1248, to change graffiti abatement to take place within 24 hours.

FISCAL IMPACT: There is no fiscal impact.

DISCUSSION: Graffiti is increasingly becoming a common problem within the City, and the City has limited resources to ensure the proper abatement of graffiti. With the increasing problem of graffiti within the City, it is necessary to update the City's graffiti abatement regulations and procedures to provide clarification related to private property owners' role in the abatement of graffiti, as well as to ensure that graffiti is abated in a manner which maintains the paint scheme of the property. This Ordinance will accomplish this by reducing the amount of time allowed to remove the graffiti from 72 hours down to 24 hours. The property owner will be required to use a color that matches the underlying color, but will allow for the Community Development Director to allow an extension to remove the graffiti if a matching color is not available and must be procured by the property owner.

ATTACHMENTS:

Ordinance No. 1248

ORDINANCE NO. 1248

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE AMENDING SOUTH EL MONTE MUNICIPAL CODE SECTION 8.36.145, GRAFFITI ABATEMENT, TO AMEND THE CITY'S EXISTING GRAFFITI REGULATIONS

WHEREAS, Section 8.36.145, "Graffiti Abatement", of the South El Monte Municipal Code ("SEMMC") contains the regulations and procedures related to the abatement of graffiti within the City; and

WHEREAS, as currently enacted, Section 8.36.145 allows the Director of Community Development to utilize City resources to abate graffiti on public or private property, or, if the private property owner refuses to allow the City to abate the graffiti, to utilize the nuisance abatement procedures found at SEMMC Section 8.36.030; and

WHEREAS, graffiti is increasingly becoming a common problem within the City, and the City has limited resources to ensure the proper abatement of graffiti; and

WHEREAS, due to the increasing problem of graffiti within the City, it is necessary to update the City's graffiti abatement regulations and procedures to provide clarification related to private property owners' role in the abatement of graffiti, as well as to ensure that graffiti is abated in a manner which maintains the paint scheme of the property; and

WHEREAS, the City Council now desires to amend the South El Monte Municipal Code ("SEMMC") as provided herein.

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES ORDAIN AS FOLLOWS:

SECTION 1: After holding a duly noticed public hearing on July 14, 2020, the City Council introduced Ordinance No. 1248.

SECTION 2: CEQA. The City, as the Lead Agency, determined that the proposed ordinance is exempt from further review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the "CEQA Guidelines"), because it consists of only minor text revisions and clarifications to existing regulations and procedures related thereto, and will not have the effect of substantially changing regulatory standards or findings required therefor in accordance with CEQA, the proposed ordinance is exempt from CEQA pursuant to Section 15061(b)(3) because the activity is governed by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. In this case, the proposed ordinance is intended to address graffiti abatement within the City, does not include any project, and therefor will have no significant effect on the environment.

SECTION 3: Based upon the foregoing, the City Council hereby repeals and replaces the language at SEMMC Section 8.36.145 (Graffiti Abatement) to read in its entirety as follows:

“8.36.145 - Graffiti abatement.

A. The existence of graffiti within the city limits constitutes a public and private nuisance and may be abated according to law and the provisions and procedures contained in this chapter.

B. Whenever the director of community development (the "director") determines that graffiti has been applied to permanent structures located on public or private property within the city, the director may take the following actions:

1. Use city resources to remove the graffiti, provided that the director secures the consent of the owner of, or entity having jurisdiction over, the structure. The director may authorize the use of city resources for the removal of graffiti.

2. Notify the owner of, or entity having jurisdiction, over the structure that they have twenty-four (24) hours to abate the graffiti, and that failure to do so may result in nuisance abatement under Section 8.36.030. The twenty-four (24) hour period may be extended at the discretion of the director if proof is provided to the director that the original paint color of the structure will require additional time to secure, or any other hardship as determined by the director.

C. All graffiti abatement conducted under this section shall be conducted using the same paint color as the structure, such that the abatement results in the structure maintaining its' a single color. No patches of different colored paint is permitted.

D. Whenever the director determines that graffiti located on private property constitutes a public nuisance, and the owner of such property fails to abate the graffiti under subsection (B)(2), the director shall direct that the nuisance be abated by the property owner or occupant pursuant to Section 8.36.030.

SECTION 4: The City Clerk shall attest and certify to the passage and adoption of this Ordinance.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2020.

Gloria Olmos, Mayor

ATTEST:

Donna 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 Schwartz, City Clerk for the City of South El Monte, do hereby certify that the foregoing Ordinance, being Ordinance No. 1248, was duly passed and adopted by the City Council of the City of South El Monte at a regular meeting of said Council held on the _____ day of _____ 2020, and that said Ordinance was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna Schwartz, City Clerk



City Council Agenda Report

**Agenda
Item No.
9.a.**

DATE: July 28, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: DISCUSSION AND/OR ACTION ON EXISTING
AGREEMENT WITH AKITOI LEARNING CENTER TO
LEASE CITY PROPERTY AT 1824 CENTRAL AVENUE

SUMMARY: The City entered into a multiple year agreement with Akitoi Learning Center for the lease of City property located at 1824 Central Avenue. The Program Manager of the Akitoi Learning Center, Ofelia Aguilar, submitted a letter requesting changes to the existing agreement as well as additional funding for its playground area, and finally, funding for a summer program.

RECOMMENDATION: Staff is seeking direction from the City Council regarding Akitoi's request for the City do the following: 1) maintain the monthly rental rate at \$2,010.14 as opposed to increasing the rate to \$2,216.18 consistent with the lease agreement; 2) the City partially fund (\$2,600) a new playground flooring to remove the wood chips currently used; 3) City to install playground shade structure purchased by Akitoi; and 4) funding for a summer program.

FISCAL IMPACT: According to the current agreement dated September 13, 2017, Akitoi would pay \$2,110.65 until August 31, 2020, and \$2,216.18 beginning September 1, 2020 and running until August 31, 2021 for a total of \$28,704.81. Should the City Council agree to Akitoi's rent reduction request, the City would keep the lease rate at \$2,010.14 for the next 24 months resulting in a reduction of income in the amount of \$2,572.99 over a 13 month period.

DISCUSSION: Since December 1, 2011, Akitoi Learning Center has been providing the South El Monte community with childcare and preschool education services that has assisted its youth with preparing for kindergarten and developing socially and emotionally.

A new annual lease was signed on September 13, 2017 with 5 one year extension options with a 5% increase each year as follows;

- \$1,914.42 for year one (September 13, 2017 – August 31, 2018)
- \$2,010.14 for option year one (September 1, 2018 – August 31, 2019)
- \$2,110.65 for option year two (September 1, 2019 – August 31, 2020)
- \$2,216.18 for option year three (September 1, 2020 – August 31, 2021)
- \$2,326.99 for option year four (September 1, 2021 – August 31, 2022)
- \$2,443.34 for option year five (September 1, 2022 – August 31, 2023)

The September 1, 2019 rate increase was never imposed and brought to City Council for approval. Currently, Akitoi pays the September 1, 2018 rate of \$2,010.14. In a letter dated February 4, 2020, Akitoi requested to stay at the \$2,010.14 rate for the next 24 months or agree bear the costs of the following two items ;

- Request the City to partially fund (\$2,600) a new playground flooring to remove the wood chips currently used.
- City to install playground shade structure purchased by Akitoi.

Akitoi is also requesting that the City fund a summer program. In 2017 the City did fund \$36,036 toward Akitoi's summer program; however due to budget cuts, no funding was available for the last several years.

Staff is seeking direction from City Council on whether to follow the existing monthly lease schedule included in the September 13, 2017 agreement approving a monthly lease of \$2,216.18 beginning September 1, 2020. Staff also needs direction regarding the other requests outlined above and in the February 4th letter from Ofelia Aguilar.

ATTACHMENTS:

[Attachment A - Letters](#)

[Attachment B - Akitoi Agreement](#)

Attachment A



February 4, 2020

Rachel Barbosa, City Manager
City of South El Monte
1415 Santa Anita Ave.
South El Monte, CA 91733

RE: Our Lease Agreement dated September 13, 2017 for the Premises at 1824 Central Ave.,
South El Monte, CA 91733

Dear Ms. Barbosa,

This letter is to notify you of our intent to renew the Lease Agreement as described above pursuant to Section 3(b) of the Lease Agreement.

I will continue to abide by all other terms and conditions of the Lease agreement including the provision for payment of rent per Section 6 of the Lease Agreement.

Akitoi Learning Center currently serves 90 preschool age children, of which 95% are South El Monte residents. We are also currently in the process of expanding our licensure to serve infant age children in the community.

As part of our lease renewal discussions, Akitoi would like the City to consider providing partial funding in the amount of \$2,600 to go towards new playground covering, that will end up being a more cost effective alternative then replacing the wood chips every 3 months. Akitoi will pay for the balance of the installation and materials.

We also require a shade structure and would like the City to install metal poles to affix a sail shade structure to. Akitoi will cover the cost of the sail if the City can provide and install the metal poles.

If the City is unable to assist with these two requests, then we respectfully ask that you consider maintaining our rent at its current rate for the next 24 months, which will assist us in implementing these needs ourselves.

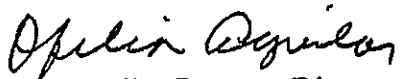
We would also like the City to consider funding a summer program at Akitoi Learning Center, which was done for us in 2016 and 2017. Over 50% of our currently enrolled children are

subsidized under the California State Preschool Program (CSPP) which runs from September – June. There is a need in the community for Akitoi to provide summer care during July and August before the children transition to another program or kindergarten. Our last award was in 2017 when the City paid us \$36,036 to offset expenses for running a summer program. Unfortunately, in 2018 there was no funding available, however Akitoi respectfully requests to be considered for this important community service.

We look forward to continuing our relationship with the City of South El Monte to provide high quality services to our community.

If you have any questions or need assistance, please feel free to contact me.

Sincerely,


Ofelia Aguilar, Program Director
(626) 823-4702



CITY OF SOUTH EL MONTE

1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540 * FAX (626) 579-2107



July 08, 2020

Ms. Ofelia Aguilar, Program Manager
Akitoi Learning Center
1824 Central Ave.
South El Monte, CA 91733

Dear Ms. Aguilar:

SUBJECT: Lease Agreement Renewal for 1824 Central Avenue

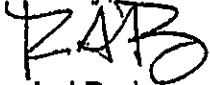
The City wants to inform Akitoi Learning Center of our desire to continue with the annual renewal of the lease. The rate that will be in effect starting September 1, 2020 is \$2,216.18 as per the existing payment schedule. The annual amount of the twelve-month lease payments is \$26,594.16 (\$2,216.18 x 12 months). This will be placed on the July 28, 2020 City Council Agenda for approval. Should you desire to discontinue leasing the facility, please inform us in writing on or before July 28, 2020 so the item can be removed from the meeting agenda.

In your February 24, 2020 letter, there were four additional requests of the City that are beyond the scope of the existing lease agreement. These requests are as follows:

1. "...Akitoi would like the City to consider providing partial funding the amount of \$2,600 to go towards new playground covering, that will end up being a more cost effective alternative then replacing the wood chips every 3 months."
2. "We also require a shade structure and would like the City to install metal poles to affix a sail shade structure to. Akitoi will cover the cost of the sail if the City can provide and install the metal poles."
3. "If the City is unable to assist with these two requests, then we respectfully ask that you consider maintaining our rent at its current rate for the next 24 months, which will assist us in implementing the needs ourselves."
4. "We would like the City to consider funding a summer program at Akitoi Learning Center." "...Our last award was in 2017 when the City paid us \$36,036 to offset expenses for running a summer program."

We want to acknowledge the four additional requests that have been made. Unfortunately, we are unable to honor them as part of the annual lease renewal as they are beyond the scope of the existing terms of the agreement in place. Please let me know if you still desire to move forward with any of these additional requests as they will require separate Council action. We look forward to Akitoi Learning Center continuing to operate at the current location and serving our community for many years to come.

Sincerely,

A handwritten signature in black ink, appearing to read 'RAB', written over the word 'Sincerely,'.

Rachel Barbosa
City Manager

ATTACHMENT B

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

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

RECITALS

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

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

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

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

Section 1. Definitions

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

- A. "Commencement Date" is defined in Section 3.
- B. "Event of Default" is defined in Section 27.
- C. "Landlord" is defined in the preamble of this Lease.
- D. "Lease" is defined in the preamble of this Lease.
- E. "Rent" is defined in Section 5.
- F. "Premises" is defined in Recital B.
- G. "Tenant" is defined in the preamble of this Lease.
- H. "Term" is defined in Section 3.
- I. "Termination Date" is defined in Section 3.
- J. "Trade Fixtures" is defined in Section 22.A.

Section 2. Lease

A. Landlord leases to Tenant and Tenant leases from Landlord the Premises on the terms and conditions in this Lease. Tenant may use non-reserved parking spaces at the Property at all times throughout the Term at no additional cost, and Landlord shall at all time make sure there is available for the use of Tenant and its employees, suppliers, shippers, customers, contractors and invitees, a sufficient number of parking spaces at the Property. Landlord covenants and agrees with Tenant that upon Tenant's paying the rental required under this Lease and paying all other charges and performing all of the covenants and provisions aforesaid on Tenant's part to be observed and performed under this Lease, Tenant shall and may, subject to the rights of the Landlord under this Lease, peaceably and quietly have, hold, and enjoy the Premises in accordance with this Lease without any hindrance, molestation or ejection by Landlord.

B. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Property and interior utility raceways and installations within the Premises that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenant and other tenants of the Property and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

C. Landlord grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Property. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Landlord or Tenant's designated agent, which consent may be revoked at any time.

D. Landlord or such other person(s) as Landlord may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("Rules and Regulations") for the management, safety, care, cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Property and their invitees. Tenant agrees to abide by and conform to all such Rules and Regulations, and to use reasonable efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Landlord shall not be responsible to Tenant for the non-compliance with said Rules and Regulations by other tenants of the Property.

E. Landlord shall have the right, in Landlord's sole discretion, from time to time (provided such actions do not unreasonably interfere with Tenant's use and enjoyment of the Premises):

1. To make changes to the Common Areas, including without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

2. To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

3. To add additional buildings and improvements to the Common Areas;

4. To use the Common Areas while engaged in making additional improvements, repairs, or alterations to the Property, or any portion thereof; and

5. To do or perform such other acts and make such other changes in, to or with respect to the Common Areas and Property as Landlord may, in the exercise of sound business judgment, deem to be appropriate.

Section 3. Term of Lease

A. The term of this Lease ("Term") shall commence on September 13, 2017 ("Commencement Date"), and end on August 31, 2018 ("Termination Date").

B. Subject to paragraph C of this Section 3, Tenant may, exercise one or more options to extend the Term for up to five one-year terms. Such option(s) shall be exercised no later than one month prior to the expiration of the applicable term by written notice to Landlord. Rent for the Extended Term shall be as set forth in the schedule in Section 6. All other terms and conditions of this Lease shall remain in full force and effect during the Extended Term.

C. Notwithstanding anything to the contrary in this Lease, either party may terminate this Lease for any reason or no reason upon at least 30 days' notice to the other party.

Section 4. Tenant Improvements

All construction work required or permitted by this Lease shall be done in a good and workmanlike manner, and in compliance with all applicable laws and ordinances, regulations, and orders of governmental authority and insurers of the Premises. Tenant may inspect the work of Landlord at reasonable times and shall promptly give notice to Landlord of observed defects.

Section 5. Initial Term Rent

Commencing on the Commencement Date, Tenant shall pay rent to the Landlord \$1,914.42 per month.

Section 6. Rent for Option Years

In the event Landlord exercises its option to extend the Lease pursuant to Section 3(B), Tenant shall pay Landlord the following rent:

September 1, 2018 =	\$2,010.14
September 1, 2019 =	\$2,110.65
September 1, 2020 =	\$2,216.18
September 1, 2021 =	\$2,326.99
September 1, 2022 =	\$2,443.34

Section 7. Maintenance and Fee

"Common Area Operating Expenses" are defined, for purposes of this Lease, as all costs incurred by Landlord relating to the ownership and operation of the Property, including, but not limited to, the following:

A. The operation, repair and maintenance, in neat, clean, good order and condition of the following:

1. The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Areas lighting facilities, fences and gates, elevators, roofs, and roof drainage systems.

2. Exterior signs and tenant directories.

3. Any fire detection and/or sprinkler systems.

B. The costs of water, gas, and electricity to the Common Areas and any utilities not separately metered.

C. Trash disposal, pest control services, property management, security services, and the cost of any environmental inspections.

D. Reserves set aside for maintenance and repair of Common Areas.

E. Any deductible portion of an insured loss concerning the Common areas.

F. The cost of any capital expenditure to the Property.

Section 8. Security Deposit

Upon execution of this Lease, Tenant shall deposit with Landlord the sum of One Thousand Five Hundred Dollars (\$1,914.42) (the "Security Deposit") as security for Tenant's faithful performance of its obligations under this Lease. If Tenant fails to pay rent or otherwise defaults under this Lease, Landlord may use, apply or retain all or any portion of said Security

Deposit for the payment of any amount due Landlord or to reimburse or compensate Landlord for any liability, expense, loss or damage which Landlord may suffer or incur by reason thereof. If Landlord uses or applies all or any portion of the Security Deposit, Tenant shall within ten days after written request therefor deposit monies with Landlord sufficient to restore said Security Deposit to the full amount required by this Lease. Landlord shall not be required to keep the Security Deposit separate from its general accounts. Within 14 days after the expiration or termination of this Lease, if Landlord elects to apply the Security Deposit only to unpaid Rent or Maintenance Fees, and otherwise within 30 days after the Premises have been vacated, Landlord shall return that portion of the Security Deposit not used or applied by Landlord. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Tenant under this Lease. Tenant hereby waives the provisions of California Civil Code Section 1950.7.

Section 9. Use

A. Tenant shall only be permitted to use the Premises for educational and charitable purposes by operating a child development center for families of limited means and other allied operations incident to the conduct of the business, and Tenant agrees not to use the Premises for any immoral or unlawful purpose. Landlord agrees that, subject to the prior reasonable review and approval by Landlord and compliance with all applicable governmental requirements and any signing criteria in any covenants, conditions, and restrictions recorded prior to the date of this Lease, Tenant may erect and maintain on the Premises and the building and improvements on the Property any signs advertising Tenant's business, as Tenant may desire.

B. Tenant shall not commit any acts on the Premises, nor use the Premises in any manner that will cause the cancellation of any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises.

C. Tenant shall not commit any waste or any public or private nuisance upon the Premises.

D. Tenant shall not violate any laws, rules, and orders of all federal, state, and municipal governments or agencies that may be applicable to use of the Premises.

Section 10. Utilities

During the Term, Landlord shall pay, before delinquency, all charges or assessments for water, sewer, gas, heat, electricity, garbage disposal, trash disposal, and all other utilities and services of any kind that may be used on the Premises, except for Tenant's telephone charges.

Section 11. Taxes

A. Landlord shall pay to the public authorities charged with the collection on or before the last day on which payment may be made without penalty or interest, all real estate taxes that are assessed against the Premises or arise because of the occupancy, use, or possession of the Premises subsequent to the commencement of the Term, and all installments of assessments that are due during the Term.

B. Landlord shall not be required to pay, discharge, or remove any tax (including penalties and interest), assessment, tax lien, forfeiture, or other imposition or charge against the Premises or any part of the Premises or any improvements, for such time that Landlord is diligently and in good faith contesting the validity or the legality of the assessment, levy, or charge by appropriate legal proceedings, and so long as Landlord posts the necessary bond or security, to prevent the collection of the tax, assessment, imposition, or charge contested. Tenant agrees that Tenant will, upon the reasonable request of Landlord, at no cost or expense to Tenant, execute or join in the execution of any instrument or document necessary in connection with any proceeding.

C. Tenant shall pay any and all possessory interest taxes payable by Tenant, and Tenant is hereby notified that such taxes may be assessed on Tenant's leasehold interest hereunder.

Section 12. Condition of Premises

Tenant acknowledges that as of the date of this Lease, Tenant has inspected the Premises and all improvements on the Premises and that, to Tenant's actual knowledge the Premises and improvements are in good order, repair, and condition.

Section 13. Repairs and Maintenance

A. Landlord shall, at Landlord's own expense, keep the entire Premises (both interior and exterior, structural and non-structural), and the remainder of the Property, in good condition and repair, and in compliance with all laws, rules, and orders of all federal, state, and municipal governments or agencies.

B. If at any time during the Term, including renewals or extensions, Landlord fails to maintain the Premises, Tenant may, but shall not be required to, perform the maintenance or make the repairs or replacements for the account of Landlord; any sums expended by Tenant in so doing, shall be immediately due from Landlord on demand of Tenant.

Section 14. Alterations

A. Tenant shall not make any structural alterations to the building and improvements on the Premises, or any alterations that adversely affect utilities, without Landlord's prior written consent; provided, however, non-structural alterations may be performed upon prior written notice but without Landlord's consent. Landlord agrees not to unreasonably withhold approval of the alterations that require Landlord's consent. Approval, however, may be conditioned upon (among other things) the receipt by Landlord of a set of plans and specifications for the alterations no later than 30 days prior to the scheduled construction of the alterations, and upon Tenant's agreement to restore the Premises, if Landlord requires it at the end of the Term, to the same condition as before the alterations. All such alterations performed by Tenant shall be in accordance with applicable laws at Tenant's own expense. Tenant will indemnify and defend Landlord for all liens, claims, or damages caused by any such alterations performed by Tenant. Landlord agrees, when requested by Tenant, to execute and deliver any applications, consents, or other instruments required to permit Tenant to do this work or to obtain permits for the work.

B. Except as set forth in Section 14.A and excluding all of Tenant's Trade Fixtures, all alterations and improvements made to the Premises shall become the property of Landlord and shall remain on and be surrendered with the Premises at the expiration or sooner termination of this Lease, including any renewals or extensions.

C. At least ten days before any construction commences or materials are delivered for any alterations that Tenant is making to the Premises, Tenant shall give written notice to Landlord as to when the construction is to commence or the materials are to be delivered. Landlord shall then have the right to post and maintain on the Premises any notices that are required to protect Landlord and Landlord's interest in the Premises from any liens for work and labor performed or materials furnished in making the alterations; provided, however, that it shall be Tenant's duty to keep the Premises free and clear of all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Premises at the request of Tenant.

D. Tenant will not at any time permit any mechanics', laborers', or materialmen's liens to stand against the Premises for any labor or material furnished to Tenant or claimed to have been furnished to Tenant or Tenant's agents, contractors, or subtenants, in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction or sufferance of Tenant; provided, however, that Tenant shall have the right to contest the validity or amount of any lien or claimed lien, upon giving to Landlord a letter executed by Tenant assuring that the lien or claimed lien will be paid, when and to the extent that the lien is finally determined to be valid and owing. Tenant's right, however, to contest these liens shall not extend beyond the point where Landlord's title to the Premises could be lost. On final determination of the lien or claim of lien, Tenant will immediately pay any final judgment rendered, with all property costs and charges, and shall have the lien released or judgment satisfied at Tenant's own expense. If Tenant fails to pay the judgment promptly or otherwise fails to prevent any sale, foreclosure, or forfeiture of the Premises because of a lien, Landlord shall have the right, upon five days' written notice to Tenant, to pay or prevent this action, and the amount paid by Landlord shall be immediately due and payable to Landlord.

Section 15. Entry

Tenant shall permit Landlord or Landlord's agents, representatives, or employees to enter the Premises at all reasonable times and upon reasonable notice to inspect the Premises to determine whether Tenant is complying with the terms of this Lease, to perform maintenance and to do other lawful acts that may be necessary to protect Landlord's interest in the Premises under this Lease or to perform Landlord's duties under this Lease.

Section 16. Surrender of Premises; Holding Over

On the Termination Date or the end of any extension or renewal of this Lease, Tenant shall promptly surrender and deliver the Premises to Landlord in as good condition as they are now at the date of this Lease, reasonable wear and tear excepted.

Section 17. Indemnity

A. Tenant's Indemnity

1. To the fullest extent permitted by law, Tenant shall indemnify, defend and hold property damage, violation of any applicable Municipal, County, State, and Federal laws and regulations, Court Rules or ordinances, or any other type of loss) sustained or claimed to have been sustained by any person or persons, or corporation, or public or private entity arising out of the performance or nonperformance of services, operations, duties, and other obligations of the Tenant, its officers, agents, employees, representatives, and subcontractors under this Lease.

2. Tenant shall indemnify, defend and hold harmless Landlord, its officers, agents and employees from any and all claims and losses occurring or resulting to any and all tenants, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of work performed by or at the request of Tenant.

3. Tenant shall indemnify, defend, and hold harmless the Landlord, its agents, officers and employees from any and all Tenant employees' Workers' Compensation suits, liability, or expense and will bear the sole responsibility and liability for furnishing Workers' Compensation benefits in an amount and form to meet the State of California's statutory requirements, to any and all Tenant personnel.

4. Tenant shall indemnify the Landlord, and hold it harmless from any and all loss, damage, costs, and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by Tenant of its obligations and covenants set forth in this Lease.

5. The provisions of this indemnification clause shall not be limited to the availability or ability to collect insurance coverage, and shall survive the termination of this agreement.

B. Landlord's Indemnity

1. To the fullest extent permitted by law, Landlord shall indemnify, defend and hold harmless Tenant, its officers, agents and employees (collectively hereinafter referred to as "Tenant") from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, action, or causes of actions whatsoever, for or in connection to any injury, damage or loss (including, but not limited to bodily injury, death, personal injury, property damage or any other type of loss) sustained or claimed to have been sustained by any person or persons, or corporation, or public or private entity arising out of the performance or nonperformance of the Landlord's obligations under this Lease.

2. Landlord shall indemnify, defend, and hold harmless Tenant, its agents, officers and employees from any and all Landlord employees' Workers' Compensation suits, liability, or expense and will bear the sole responsibility and liability for furnishing Workers'

Compensation benefits in an amount and form to meet the State of California's statutory requirements, to any and all Landlord personnel.

3. Landlord shall indemnify Tenant, and hold it harmless from any and all loss, damage, costs, and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by Landlord of its obligations and covenants set forth in this Lease.

4. The provisions of this indemnification clause shall not be limited to the availability or ability to collect insurance coverage, and shall survive the termination of this agreement.

Section 18. Insurance

PLEASE TAKE NOTICE: Tenant shall provide to Landlord copies of all insurance policies on or before the effective date of this Lease.

A. Without limiting Tenant's and Landlord's mutual indemnification and as a material condition of this Lease, Tenant shall procure and maintain for the duration of the Lease and any extended period thereof insurance with limits, coverages, terms and conditions at least as broad as shown below.

1. Commercial General Liability Insurance "occurrence" form to provide defense and indemnity coverage to Tenant, its employees, and Landlord for liability for bodily injury, personal injury, and property damage arising from, including, but not limited to, premises and operations, contractual liability, independent Tenants, products and completed operations, broad form property damage, and broad form liability with a combined single limit of \$1,000,000 per occurrence, \$3,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy shall be endorsed to name the Landlord as additional insured.

2. Sexual abuse/molestation insurance. Tenant shall procure and maintain Sexual Abuse/Molestation Liability coverage with limits of not less than \$1,000,000 per occurrence and \$3,000,000 general aggregate. Coverage may be provided as part of Commercial General Liability coverage, Professional Liability coverage, or as a separate policy.

3. Automobile Liability Insurance to provide defense and indemnity coverage to Tenant, its employees, and Landlord for liability for bodily injury and property damage with a combined single limit of \$1,000,000 per accident to cover owned, non-owned and hired automobiles if automobiles are used in the operation of program activities. The general aggregate limit shall apply separately to this Lease or the general aggregate shall be twice the required per accident limit.

4. Workers' Compensation Insurance as required by the Labor Code of the State of California or Employers' Liability insurance for: (1) bodily injury with accident with limits of \$1,000,000 each accident; (2) disease with limits of \$1,000,000 per policy limit; and (3) disease with limits of \$1,000,000 each employee.

5. Automobile Comprehensive and Collision Physical Damage Insurance for Automobiles. The Tenant may commercially insure this risk or self-insure this risk. If

commercial insurance is purchased, a "loss payee" endorsement covering the interest of Landlord shall be added onto the policy.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Landlord. At the option of Landlord, either Tenant shall cause its insurer to reduce or eliminate such deductibles or self-insured retention as respects Landlord; or Tenant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses, unless other arrangements have been made and approved by Landlord.

C. Other Insurance Provisions

1. Landlord shall be named as an additional insured on the Comprehensive General Liability, Business Automobile Liability, and Employment Practices Liability policies. Landlord shall be named as loss payee on the Commercial Crime policies as Landlord's interest may appear.

2. Tenant's insurance shall be primary to any other insurance or self-insurance programs maintained by Landlord, with respect to liability resulting from or connected to Tenant's acts or omissions, and such coverage shall be provided and maintained at Tenant's own expense.

3. Tenant shall report all serious incidents, including death and dismemberment, claims and lawsuits as soon as practical, but in no event later than the reporting provisions of governing insurance policies. Any failure to comply with reporting provisions of policies shall not affect coverage provided to Landlord.

4. Tenant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurance.

5. Each insurance policy required by this Lease shall be endorsed to state that "except for non-payment of premium, in which case ten calendar days notice of cancellation shall be given, coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after 60 calendar days prior written notice by certified mail, return receipt requested has been given to Landlord."

6. Insurance shall be placed with insurers admitted in the State of California and having a Best rating of no less than A-: VII.

7. Tenant shall furnish the Landlord with original endorsements and certificates of insurance that are required by this Lease. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Tenant shall provide to Landlord all endorsements and certificates and must be approved by the Landlord prior to funding. The Landlord reserves the right to require complete, certified copies of all required insurance policies at any time.

8. Tenant shall cause all subcontractors to procure and maintain for the duration of any work, services or operations performed insurance to cover claims for injuries (including death), damage, or loss that may arise from or in connection with the performance or nonperformance of work, services, or operations by the subcontractor or any of its officers, agents, employees, representatives, or volunteers.

D. Notification of Claims

1. Tenant shall immediately notify the Landlord in writing of any and all incidents that result in a serious injury or death of a student, and the time, place and circumstances thereof, including identification of witnesses, if known.

2. A copy of any and all demands, charges, notices, claims, summons, complaints, or other similar legal documents received by Tenant in connection to the services or operations pertaining to this Lease shall immediately be forwarded to the Landlord. As a result of loss, damage or theft the Tenant shall file a claim with its insurance carrier and submit written notice within ten working days to the Landlord's Risk Manager.

Section 19. Compliance with Civil Rights Laws

Tenant shall comply with the provisions of state and federal civil rights laws which provide that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving State or federal financial assistance.

Section 20. Compliance with Section 504 and the ADA

Tenant shall comply with Section 504 of the Rehabilitation Act of 1973 which provides that no otherwise qualified handicapped individual in the United States shall, solely by reason of the handicap, be excluded from participation in, be denied the benefit or, or be subjected to discrimination under any programs or activity receiving federal financial assistance. In addition, Tenant shall comply with the provisions of the Americans With Disabilities Act (ADA), provided, however, that any structural repairs to the Premises or the Property required in connection with the ADA shall be performed by Landlord at its sole cost and expense.

Section 21. Compliance with Drug-Free Workplace Act

Tenant must certify that it will provide a drug-free workplace in accordance with the provision of the Drug-Free Workplace Act of 1988.

Section 22. Trade Fixtures

A. Tenant shall have the right, at any time and from time to time during the Term and any renewals or extensions, at Tenant's sole cost and expense, to install and affix on the Premises items for use in Tenant's trade or business, which Tenant, in Tenant's sole discretion, deems advisable (collectively "Trade Fixtures"). Trade Fixtures installed in the Premises by Tenant shall always remain the property of Tenant and may be removed at any time or the expiration of the Term or any extension, provided that any damage to the Premises caused by the

removal of the Trade Fixtures shall be repaired by Tenant, and further provided that Landlord shall have the right to keep any Trade Fixtures or to require Tenant to remove any Trade Fixtures that Tenant might otherwise elect to abandon.

B. As security for Tenant's performance of obligations under this Lease, Tenant grants to Landlord a security interest in all Trade Fixtures owned by Tenant and now or later placed on the Premises by Tenant. Any right to remove the Trade Fixtures given Tenant by the provisions of Section 22.A shall be exercisable only if, at the time of the removal, Tenant is not in default in performance of this Lease. Tenant may, however, at any time Tenant is not in default in performance of this Lease, trade in or replace any Trade Fixture, free of the security interest created by this section. This security interest will then attach to the item that replaced the previous Trade Fixture. Upon default under this Lease, Landlord shall immediately have as to the Trade Fixtures the remedies provided to a secured party under relevant sections of the California Uniform Commercial Code.

C. Any Trade Fixtures that are not removed from the Premises by Tenant within 30 days after the Termination Date shall be deemed abandoned by Tenant and shall automatically become the property of Landlord as owner of the real property to which they are affixed and not due to the lien provided to Landlord in Section 22.B.

Section 23. Signs

Tenant shall not place, maintain, nor permit on any exterior door, wall, or window of the Premises any sign, awning, canopy, marquee, or other advertising without the express written consent of Landlord. Furthermore, Tenant shall not place any decoration, lettering, or advertising matter on the glass of any exterior window of the Premises without the written approval of Landlord. If Landlord consents to any sign, awning, canopy, marquee, decoration, or advertising matter, Tenant shall obtain any necessary permits or licenses therefor and maintain it in good appearance and repair at all times during this Lease. At the Termination Date, any of the items mentioned in this section that are not removed from the Premises by Tenant may, without damage or liability, be destroyed by Landlord.

Section 24. Damage and Destruction

A. If the building or other improvements constructed on the Premises are damaged or destroyed, whether partially or entirely, by any cause, Landlord shall repair, restore, or reconstruct the damaged or destroyed building and other improvements so that the condition and quality of the new building and other improvements shall be as near as reasonably possible to the condition and quality immediately prior to the damage or destruction to the extent that proceeds of insurance are available. Damage to or destruction of any portion of the building, fixtures, or other improvements on the Premises by fire, the elements, or any other cause shall not terminate this Lease or entitle Tenant to surrender the Premises or otherwise affect the respective obligations of the parties, any present or future law to the contrary notwithstanding. However, if the building, fixtures, or other improvements on the Premises are totally destroyed or damaged to the extent that the Premises is wholly unsuitable or inadequate for the purposes for which Tenant was using the Premises prior to the destruction or damage, all Minimum Monthly Rent shall abate effective the date of the destruction or damage.

B. If the Premises are damaged or destroyed in whole or in part and the available insurance proceeds are equal to the cost of repair, less any applicable deductible amount, Landlord shall proceed with due diligence to have plans and specifications prepared, to commence rebuilding, reconstruction, or restoration as promptly as possible after the occurrence of the event causing the damage or destruction, and thereafter to diligently complete the work. If the insurance proceeds are not equal to the cost of repair, Landlord may, but shall not be obligated to do whatever may be necessary for the rebuilding, recordation, repair, or restoration of any building or improvements damaged or destroyed at its own cost and expense.

C. Regardless of any contrary provisions in this Lease, if the Premises are damaged or destroyed by any cause to the extent of more than 25% of its insurable value or if the available insurance proceeds are less than the cost to repair, Landlord may, at Landlord's sole option, terminate this Lease within 90 days of the damage or destruction by giving written notice to Tenant.

Section 25. Condemnation

A. If, during the Term or any renewal or extension, the whole of the Premises shall be taken pursuant to any condemnation proceeding, this Lease shall terminate as of 12:01 a.m. of the date that actual physical possession of the Premises is taken, and after that, both Landlord and Tenant shall be released from all obligations under this Lease.

B. If, during the Term or any renewal or extension, only a part of the Premises is taken pursuant to any condemnation proceeding and the remaining portion is not suitable or adequate for the purposes for which Tenant was using the Premises prior to the taking, or if the Premises should become unsuitable or inadequate for those purposes by reason of the taking of any other property adjacent to or over the Premises pursuant to any condemnation proceeding, or if by reason of any law or ordinance the use of the Premises for the purposes specified in this Lease shall become unlawful, then and after the taking or after the occurrence of other described events, Tenant shall have the option to terminate, and the option can be exercised only after the taking or after the occurrence of other described events by Tenant giving ten days' written notice to Landlord, and rent shall be paid only to the time when Tenant surrenders possession of the Premises. Without limiting the generality of the previous provision, it is agreed that in the event of a partial taking of the Premises pursuant to any condemnation proceeding, if the number of square feet of floor area in the portion remaining after the taking is less than 80% of the number of square feet of floor area at the commencement of the Term, Tenant shall, after the taking, have the option to terminate this Lease on ten days' written notice to Landlord, and rent shall be paid only to the time when Tenant surrenders possession of the Premises.

C. If only a part of the Premises is taken pursuant to any condemnation proceeding under circumstances that Tenant does not have the option to terminate this Lease as provided in this Section, or having the option to terminate, Tenant elects not to terminate, then Landlord shall at Landlord's expense promptly proceed to restore the remainder of the Premises to a self-contained architectural unit.

D. If the whole or any part of the Premises are taken pursuant to any condemnation proceeding, then Landlord shall be entitled to the entirety of any condemnation award except that portion allocable to Tenant's unsalvageable Trade Fixtures.

Section 26. Assignment and Subletting

Tenant shall not assign this Lease or sublease the Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion. Subsequent to any assignment or sublease Tenant shall remain primarily liable for the rental to be paid under this Lease and the performance of all terms and conditions of this Lease. There shall be no change in the use of the Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion. Notwithstanding anything to the contrary herein, Tenant shall have the right, without first obtaining the consent of Landlord, to assign the Lease or sublease the Premises or otherwise share or transfer use or occupancy of the Premises to (a) its affiliates; (b) any entity resulting from a merger or consolidation of Tenant with any organization; (c) any entity acquiring substantially all of the stock or a substantial portion of the business or assets of Tenant; (d) any entity succeeding to the business and assets of Tenant; or (e) any entity which controls, or is controlled by, is under common control with Tenant (and such affiliates shall have the same rights as Tenant under this paragraph). No change of stock ownership or control of Tenant shall constitute an assignment hereunder.

Section 27. Default

Any of the following events or occurrences shall constitute a material breach of this Lease by Tenant and, after the expiration of any applicable grace period, shall constitute an event of default (each an "Event of Default"):

A. The failure by Tenant to pay any amount in full when it is due under the Lease, if the failure has continued for a period of five days after Landlord demands in writing that Tenant cure the failure;

B. The failure by Tenant to perform any obligation under this Lease, which by its nature Tenant has no capacity to cure;

C. The failure by Tenant to perform any other obligation under this Lease, if the failure has continued for a period of 30 days after Landlord demands in writing that Tenant cure the failure. If, however, by its nature the failure cannot be cured within 30 days, Tenant may have a longer period as is necessary to cure the failure, but this is conditioned upon Tenant's promptly commencing to cure within the 30-day period and thereafter diligently completing the cure. Tenant shall indemnify and defend Landlord against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

D. Any of the following: A general assignment by Tenant for the benefit of Tenant's creditors; any voluntary filing, petition, or application by Tenant under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment, vacation, or surrender of the Premises by Tenant

without Landlord's prior written consent; or the dispossession of Tenant from the Premises (other than by Landlord) by process of law or otherwise;

E. The appointment of a trustee or receiver to take possession of all or substantially all of Tenant's assets; or the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, unless the appointment or attachment, execution, or seizure is discharged within 30 days; or the involuntary filing against Tenant, or any general partner of Tenant if Tenant is a partnership, of

1. a petition to have Tenant, or any partner of Tenant if Tenant is a partnership, declared bankrupt, or

2. a petition for reorganization or arrangement of Tenant under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within 60 days;

F. The abandonment of the Premises by Tenant.

Section 28. Remedies

Upon the occurrence of an Event of Default, Landlord, in addition to any other rights or remedies available to Landlord at law or in equity, shall have the right to

A. Terminate this Lease and all rights of Tenant under this Lease by giving Tenant written notice that this Lease is terminated.

B. Continue this Lease, and from time to time, without terminating this Lease, either

1. Recover all rent and other amounts payable as they become due or

2. Relet the Premises or any part on behalf of Tenant on terms and at the rent that Landlord, in Landlord's sole discretion, may deem advisable, and apply the proceeds of reletting to the rent and other amounts payable by Tenant. To the extent that the rent and other amounts payable by Tenant under this Lease exceed the amount of the proceeds from reletting, the Landlord may recover the excess from Tenant as and when due. Landlord acknowledges that Tenant may terminate this Lease at any time upon 30 days notice, and therefore Tenant shall have no liability to Landlord for any costs incurred in reletting.

C. Upon the occurrence of an Event of Default, Landlord shall also have the right, with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises. Landlord may store the property removed from the Premises in a public warehouse or elsewhere at the expense and for the account of Tenant.

D. None of the following remedial actions, alone or in combination, shall be construed as an election by Landlord to terminate this Lease unless Landlord has in fact given Tenant written notice that this Lease is terminated or unless a court of competent jurisdiction decrees termination of this Lease. If Landlord takes any of the previous remedial actions without

terminating this Lease, Landlord may nevertheless at any later time terminate this Lease by written notice to Tenant.

E. After the occurrence of an Event of Default, Landlord, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Event of Default for the account and at the expense of Tenant. However Landlord must by prior notice first allow Tenant a reasonable opportunity to cure, except in cases of emergency, where Landlord may proceed without prior notice to Tenant. Tenant shall, upon demand, immediately reimburse Landlord for all reasonable, actual, out-of-pocket costs, including costs of settlements, defense, court costs, and attorney fees that Landlord actually incurs in the course of any cure.

F. No security or guaranty for the performance of Tenant's obligations that Landlord may now or later hold shall in any way constitute a bar or defense to any action initiated by Landlord for unlawful detainer or for the recovery of the Premises, for enforcement of any obligation of Tenant, or for the recovery of damages caused by a breach of this Lease by Tenant or by an Event of Default.

G. Except where this is inconsistent with or contrary to any provisions of this Lease, no right or remedy conferred upon or reserved to either party is intended to be exclusive of any other right or remedy, or any right or remedy given or now or later existing at law or in equity or by statute. Except to the extent that either party may have otherwise agreed in writing, no waiver by a party of any violation or nonperformance by the other party of any obligations, agreements, or covenants under this Lease shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by either party to exercise a remedy for any violation or nonperformance by the other party be deemed a waiver by that party of the rights or remedies with respect to that violation or nonperformance.

Section 29. Waiver of Breach

Any express or implied waiver of a breach of any term of this Lease shall not constitute a waiver of any further breach of the same or other term of this Lease; and the acceptance of rent shall not constitute a waiver of any breach of any term of this Lease, except as to the payment of rent accepted.

Section 30. Notices

Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party shall be in writing and shall be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to Tenant at:

Ofelia Aguilar
Akitoi Learning Center
1637 Maxson Road

South El Monte, California 91733
Attn: Ofelia Aguilar, (626) 448-6943

or to Landlord at:

City of South El Monte
1415 Santa Anita Avenue
South El Monte, California 91733
Attn: Jennifer Vasquez, City Manager

Either party, Tenant or Landlord, may change the address for the purpose of this Section by giving written notice of the change to the other party in the manner provided in this Section.

Section 31. Heirs and Successors

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

Section 32. Partial Invalidity

Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Lease shall remain in effect, unimpaired by the holding.

Section 33. Entire Agreement

This instrument constitutes the sole agreement between Landlord and Tenant respecting the Premises, the leasing of the Premises to Tenant, and the specified lease term, and correctly sets forth the obligations of Landlord and Tenant. Any agreement or representations respecting the Premises or their leasing by Landlord to Tenant not expressly set forth in this instrument are void.

Section 34. Time of Essence

Time is of the essence in this Lease.

Section 35. Rent

All monetary obligations of Tenant to Landlord under the Lease shall constitute rent.

Section 36. Amendments

This Lease may be modified only in writing duly executed by the parties.

Section 37. Merger

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation of the Lease, or a termination by Landlord, shall not work a merger, and shall, at the option of

Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to a Landlord of any of the subtenancies.

Section 38. Governing Law

This Lease shall be governed by and construed in accordance with California law.

Section 39. No Brokerage Commission

Each party agrees and acknowledges that no commission is due any real estate broker in connection with this Lease.

Section 40. Recording

Upon request by Landlord, Tenant shall execute, acknowledge and return to Landlord a recordable Memorandum of Lease evidencing the Lease, for recording.

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

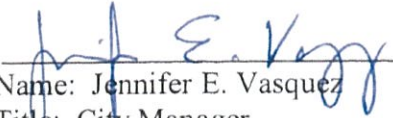
City:

City of South El Monte,
a California municipal corporation

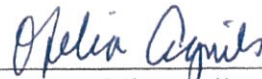
Consultant:

Akitoi Learning Center

By:


Name: Jennifer E. Vasquez
Title: City Manager

By:


Name: Ofelia Aguilar
Title: Director

ATTEST:

By:


Name: Rose Juarez
Title: City Clerk

By:

Name: _____
Title: _____

PROOF OF AUTHORITY TO BIND CONTRACTING
PARTY REQUIRED

APPROVED AS TO FORM:

By:

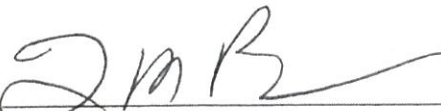
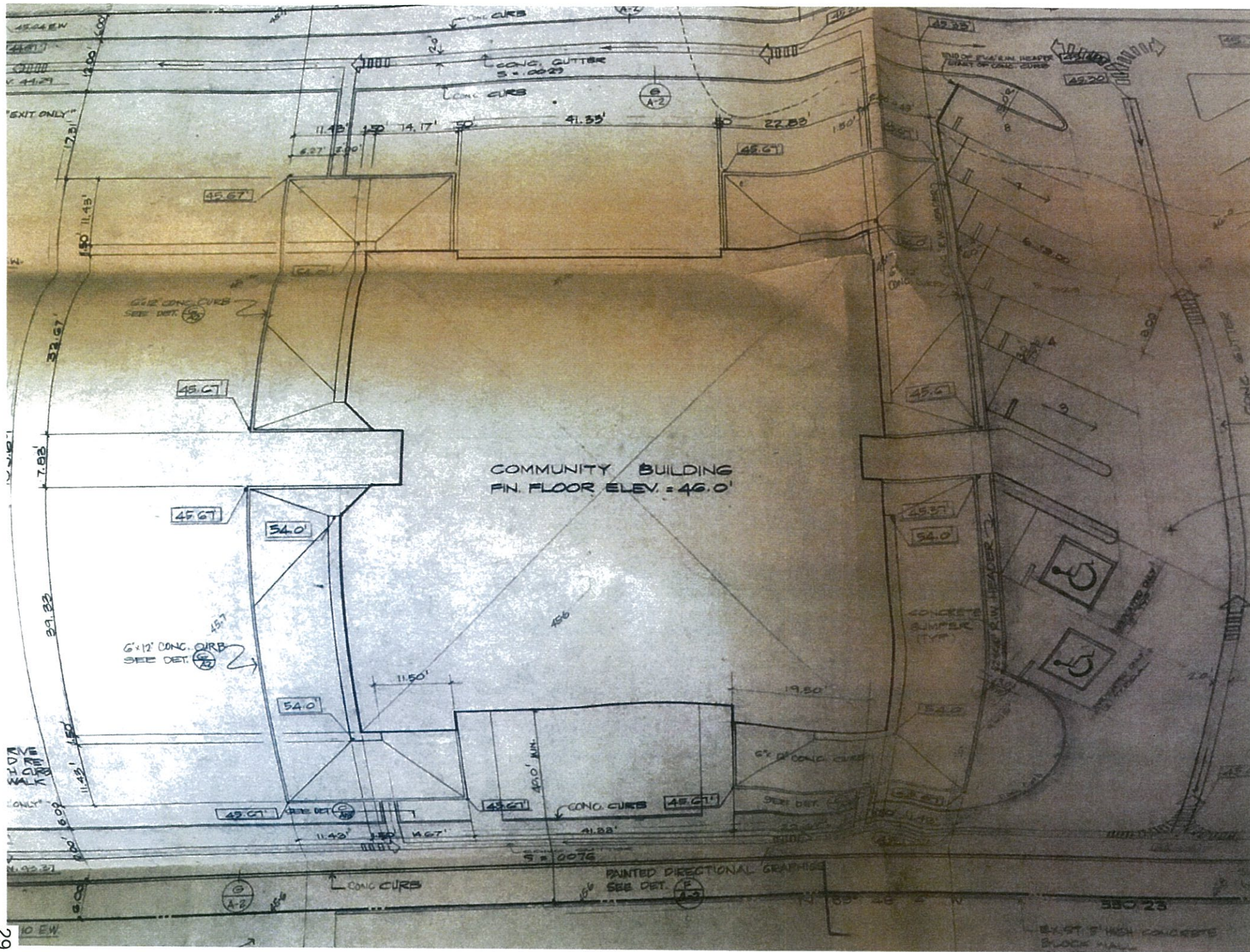

Name: Quinn M. Barrow
Title: City Attorney

EXHIBIT A
SITE PLAN





City Council Agenda Report

**Agenda
Item No.
9.b.**

DATE: July 28, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Ian McAleese, Assistant Planner

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-89
UPDATING THE FAIR MARKET VALUE OF LAND THAT
IS USED TO CALCULATE FEES IN LIEU OF LAND
DEDICATION

SUMMARY: According South El Monte Municipal Code ("SEMMC") Chapter 16.36 Dedications and Exactions, any new residential development or subdivision is required to provide an amount of park land or pay a fee for the purpose of developing new or rehabilitating park or recreational facilities to serve future residents.

RECOMMENDATION: Staff recommends City Council review the recommendation to update fair market value of land.

FISCAL IMPACT: With the adoption of updated fair market value, the City will receive in lieu fees in line with current market value.

DISCUSSION: SEMMC Section 16.36.015 sets a calculation that developers use to find the amount of in lieu fees to pay for residential projects, and this part of the calculation is updated through resolution to reflect current economic data. The last time these numbers were updated was in April of 2005, so the fair market value is not reflected by the current market. Other cities in the surrounding area calculate these in lieu fees in two different ways; the first is a flat amount of money paid per residential house built which ranges from \$2,500 per unit in the city of Montebello to \$14,120 per unit in El Monte. The second way to calculate these in lieu fees is what Whittier and Pico Rivera use which is an equation that utilizes the fair market value of land to calculate how much the fees should be in lieu of parkland dedication. The current average fair market value of land is \$57.49 a square foot based upon the average of the last 48 sales of residential land within the City. To prevent

these values from getting out of date again, staff is proposing to update the fair market value of land every year at the time of budget adoption. This will allow the fees to reflect the market each year and not lag behind the market.

ATTACHMENTS:

Resolution No. 20-88

RESOLUTION NO. 20-88

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
UPDATING AVERAGE LAND COST FOR CALCULATING
PARKLAND DEDICATION REQUIREMENTS AND FAIR MARKET
VALUE PURSUENT TO THE SOUTH EL MONTE MUNICIPAL CODE

WHEREAS, South El Monte Municipal Code (“SEMMC”) Section 16.36.15(B) sets forth a formula for calculating an in-lieu fee for parkland dedications, one component of which is the fair market value of land, which the City Council sets by resolution; and

WHEREAS, the fair market value of land has not been updated since 2005, it is imperative that the City keeps this value updated to ensure the proper adjustments are made.

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

SECTION 1. The City Council hereby establishes the fair market value of land as \$57.49 a square foot based on the average of the previous forty-nine residential sales within the City.

SECTION 2. The City Council hereby directs the Community Development Director to provide an adjustment to the fair market value of land each fiscal year to be included in the yearly budget update.

PASSED, APPROVED AND ADOPTED this 28th day of July, 2020.

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. 20-88 was passed and approved by the City Council of the City of South El Monte, at an adjourned regular meeting of said Council held on the 28th day of July, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna Schwartz, City Clerk



City Council Agenda Report

**Agenda
Item No.
9.c.**

DATE: July 28, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: CONSIDERATION OF RESOLUTION NO 20-90
AUTHORIZING DESIGNATED CITY EMPLOYEES TO
OPEN, MAINTAIN, MAKE TRANSACTIONS, AND CLOSE
CITY ACCOUNTS IN VARIOUS BANKS AND FINANCIAL
INSTITUTIONS TO CONDUCT CITY BUSINESS

SUMMARY: The City maintains accounts with various banking institutions in accordance with the City's Investment Policy and State Law. With the change in management and staff, it is necessary to update the signatory cards held by those banking institutions to remove the names of prior management and staff and to add the names of new management and staff in order to conduct City business.

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 20-90 authorizing designated City employees to open, maintain, make transactions, and close City accounts in various banks and financial institutions in order to conduct City business.

FISCAL IMPACT: There is no fiscal impact by authorizing designated City employees to open, maintain, make transactions, and close City accounts in various banks and financial institutions in order to conduct City business. However, there are several redundant and dormant bank accounts that can be closed to save on banking fees and to reduce staff time spent to maintain and reconcile those accounts on a day-to-day basis.

DISCUSSION: The City maintains a number of accounts with various banking institutions in accordance with the City's investment policy. As routine banking transactions occur, including making investments with the California State Treasurer Local Agency Investment Fund (LAIF), and receiving and disbursing funds on behalf of the Successor Agency to the former Redevelopment Agency of the City of South El Monte, many banks request the City to provide evidence that the account signatories are the authorized representatives of the City.

The current list of authorized signatories includes the current Mayor, City Manager, former City Manager, former Finance Director, former City Clerk, and former Accounting Manager. With the change in management and staff, Jennifer Vasquez, Carlos Carrasco, Rose Juarez, and Angela Chiramonte need to be removed from City accounts as an authorized signatory. Staff recommends that William Fox, Interim Finance Director, Donna Schwartz, City Clerk, Masami Higa, Accounting Manager, and Christina Navarro, Accounting Specialist, be added in order to conduct City business. Resolution No. 20-XX (Attachment A) has been prepared to provide authority for the Mayor, City Manager, Finance Director, City Clerk, Accounting Manager, and Accounting Specialist to open, maintain, make transactions, and close City accounts in various banks and financial institution in order to conduct City business.

ATTACHMENTS:

[Attachment A - Resolution_07232020.doc](#)

RESOLUTION NO. 20-90

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AUTHORIZING DESIGNATED CITY EMPLOYEES TO OPEN, MAINTAIN,
MAKE TRANSACTIONS, AND CLOSE CITY ACCOUNTS IN VARIOUS
BANKS AND FINANCIAL INSTITUTIONS TO CONDUCT CITY
BUSINESS

THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council finds, determines and declares as follows:

A. In the normal course of business, the City of South El Monte maintains a number of accounts at various financial institutions; and

B. Each such financial institution needs authorization from the City Council to open, maintain, make transactions, and close such accounts.

Section 2. That the following individuals are hereby authorized to open, maintain, make transactions, and close said accounts, subject to the terms of the agreement with the financial institution:

Gloria Olmos, Mayor
Rachel Barbosa, City Manager
William Fox, Interim Finance Director
Donna G. Schwartz, City Clerk
Masami Higa, Accounting Manager
Christina Navarro, Accounting Specialist

Section 3. That these individuals shall continue to be so authorized until such time as the financial institution is given notice in writing that the authorization is revoked.

Section 4. The City Clerk shall provide a certified copy of this Resolution to each financial institution requesting the same. It is intended that this Resolution shall serve as a substitute for any individual institution's form documenting corporate board approval.

Section 5. The City Clerk shall certify to the adoption of this Resolution.

ADOPTED July 28, 2020.

ATTEST:

Gloria Olmos, Mayor

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, hereby certifies that the foregoing Resolution No. 20-90, was adopted by the South El Monte City Council at a duly noticed council meeting held on July 28, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

**Agenda
Item No.
9.d.**

DATE: July 28, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: CONSIDERATION OF A NO-FEE SPECIAL EVENT
PERMIT TO ALLOW CERTAIN BUSINESSES TO
OPERATE OUTSIDE WHILE ADHERING TO LOS
ANGELES COUNTY PUBLIC HEALTH PROTOCOLS

SUMMARY: On May 29, 2020, the County of Los Angeles Department of Public Health ("Public Health") announced the permitted reopening of retail businesses and restaurants for in-person shopping and dining, subject to health and safety protocols created by Public Health. Similarly, Public Health created protocols for the reopening of barber shops and salons on July 21, 2020 following new State guidelines. Due to a rise in coronavirus cases, Public Health rescinded operation of indoor dining on July 1, 2020. In order to help facilitate businesses reopening safely within the City, staff is working to create a Special Events Permit to allow for these types of businesses to operate within their parking lots or the sidewalk in front of their businesses.

RECOMMENDATION: Staff recommends City Council authorize the City Manager to approve a no-fee Special Event Permit for an until such time that restrictions are lifted by the Los Angeles County Department of Public Health and authorize Special Event Permits for use in public and private spaces.

FISCAL IMPACT: The review process will be incorporated into currently budgeted staffing levels. The permit itself will have no fee attached.

DISCUSSION: As the pandemic continues, many businesses within the City have been impacted by either not being able to operate indoors or have very limited operations. City staff seeks to help out these businesses by creating a no-fee Special Event Permit to allow restaurants, barber shops, and salons to operate in the parking lot of the business and in

front (on the sidewalk) with certain conditions. This no-fee permit will include operating requirements as well as conditions necessary for operations. Requirements will include, but not be limited to, adhering to all Public Health protocols, shade structures shall conform to fire department guidelines, provide refuse receptacles and pick up trash by close of business, adhere to requirements set forth by ABC, and preserving pedestrian access. This City Council direction and/or authorization of this matter will assist City Manger in establishing a permit process to review and issue Special Event Permits. The permit will allow for the waiver of parking spaces and/ or reconfiguration of parking and circulation areas to accommodate curbside pick- up, take-out windows, and expanded outdoor dining to provide adequate social distancing. Provided authorization is given to move forward, authority is given to the City Manager to execute this permit regime per South El Monte Municipal Code ("SEMMC") Section 2.60.060(a)6(a) and an urgency ordinance will be prepared for a future meeting to ratify the City Manager's actions in compliance with SEMMC.

(Staff Report Prepared by Ian McAleese, Assistant Planner)

ATTACHMENTS:

[Temporary Outdoor Dining & Operation Permit Application](#)



Temporary Outdoor Dining & Operation Permit Application

Business Name: _____

Business Address: _____

Business Point of Contact Name: _____

Phone: _____

Email: _____

Established Hours of Operation: _____

Insurance Carrier Name: _____

Insurance Policy Number: _____

ABC License & Date Issued: _____ CUP on file: Yes _____ No _____

Permit Requirements:

1. Operation is permitted on private property and the City sidewalk in front of the business
2. ***Outdoor Hours of Operation Limited to 8:00 a.m. to 10:00 p.m.***
3. Permittee shall provide for cleaning of the permitted encroachment area as well as the property
4. Permittee shall provide for refuse disposal
5. Permittee shall comply with all other provisions of their existing Conditional Use Permit, Health Department requirements, ABC licensing, and all other State & County requirements
6. Alcohol Service
 - a. No alcohol service or consumption outdoors without amended ABC license on file with the City of South El Monte and;
 - b. Consumption shall occur only within the confines of the physical establishment or within the permitted encroachment area.
7. Valid insurance must be on file with the City of South El Monte if operating on the sidewalk (coverage shall include \$1M per occurrence and \$2M aggregate)
8. Restaurants shall adhere to LA County Health Department Reopening & Outdoor Dining Protocols
9. Salons and barber shops shall adhere to LA County Health Department Reopening Protocols
10. Permission is granted to operate the established business as depicted on the attached site plan (generally: an extension of the existing business' boundary perpendicular to the designated sidewalk, preserving pedestrian access on the sidewalk)
11. Attached conditions must be adhered to at all times while operating under this permit
12. Failure to follow permit requirements and guidelines may result in revocation of this permit

Owner Signature: _____ Date: _____



City Council Agenda Report

**Agenda
Item No.
Subsequent
Need Item**

DATE: July 28, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Rachel Barbosa, City Manager

SUBJECT: CONSIDERATION OF RESOLUTION 20-91 AMENDING
RESOLUTION NO. 20-79 APPROVING CHANGES TO
THE BALLOT MEASURE LANGUAGE OF THE SOUTH
EL MONTE ESSENTIAL SERVICES PROTECTION
MEASURE

SUMMARY: The amended resolution approves changes to ballot measure language in the South El Monte Essential Services Protection Measure that will be submitted to the voters of South El Monte at the November 3, 2020 General Municipal Election.

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 20-91 amending Resolution No. 20-79 approving minor changes to the South El Monte Essential Services Measure.

FISCAL IMPACT: There is no fiscal impact associated with this amended language.

DISCUSSION: On July 14, 2020, the City Council approved Resolution No. 20-79- Call and Notice for Sales Tax Measure for the General Municipal Election to be held Tuesday, November 3, 2020; Resolution No. 20-80 Drafting Written Arguments and Preparing Impartial Analysis and Resolution No. 20-81 Filing of Rebuttal Arguments. Staff forwarded the adopted Resolution No. 20-79 related to the measure to the County of Los Angeles Registrar Recorder/County Clerk's Election Division to include the measure on the November ballot. According to the County and pursuant to CA Elections Code 9605. the City is required to adopt a resolution approving the amended changes to the measure and resubmit along with the new measure language to the County no later than August 14, 2020.

To clarify the types of general services that the proceeds from this measure will address and to stay within the maximum wording requirements set forth by the Election Code, staff is requesting to change the language from:

SOUTH EL MONTE ESSENTIAL SERVICES PROTECTION MEASURE.

To protect South El Monte's long term financial stability; maintain 911 emergency response/sheriff's neighborhood patrols, gang prevention; help prevent thefts/burglaries; maintain streets; improve safe routes to school; keep public areas/ safe/clean; maintain afterschool programs, youth/senior services, other general services, shall an ordinance establishing a 1/4¢ sales tax generating approximately \$1,000,000 annually until ended by the voters, subject to independent audit, be adopted, all funds benefiting South El Monte residents?

To:

SOUTH EL MONTE ESSENTIAL SERVICES PROTECTION MEASURE.

To protect South El Monte's long term financial stability; maintain 911 emergency response/neighborhood patrols, gang prevention; help prevent thefts/burglaries; maintain streets; improve safe routes to school; keep public areas/parks safe/clean; maintain afterschool programs, youth/senior services, other general services, shall the measure establishing a 1/4¢ sales tax generating approximately \$1,000,000 annually until ended by the voters, subject to independent financial audits, all funds benefiting South El Monte residents, be adopted?

ATTACHMENTS:

A. Resolution 20-79

B. Resolution 20-91

ATTACHMENT A

RESOLUTION NO. 20-79

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING THE ORDINANCE AND CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2020, FOR THE PURPOSE OF SUBMITTING TO THE VOTERS A TRANSACTIONS AND USE GENERAL TAX MEASURE, ENTITLED THE SOUTH EL MONTE ESSENTIAL SERVICES PROTECTION MEASURE, WHICH ADDS CHAPTER 3.07 TO TITLE 3 OF THE SOUTH EL MONTE MUNICIPAL CODE AND ESTABLISHES A TRANSACTIONS AND USE GENERAL TAX AT THE RATE OF 1/4%; AND, IN ACCORDANCE THEREWITH, REQUESTING THE COUNTY OF LOS ANGELES TO CONSOLIDATE THE SUBMISSION OF THIS MEASURE AT THE CITY'S GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2020, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE

WHEREAS, the City currently has a transactions and use general tax pursuant to Chapter 3.06 of the South El Monte Municipal Code at a rate of 1/2% ("Current Sales Tax"); and

WHEREAS, the City Council of the City of South El Monte desires to submit to the voters at a General Municipal Election on November 3, 2020, a ballot measure to consider adopting a proposed ordinance which adds Chapter 3.07 to Title 3 of the South El Monte Municipal Code thereby establishing an additional transactions and use general tax at the rate of 1/4% ("Sales Tax"); and

WHEREAS, approving the Sales Tax requires approval of the majority of voters at either a general or special municipal election; and

WHEREAS, the City Council of the City of South El Monte is authorized and directed by statute to submit to the voters the foregoing ballot measure, and the City Council therefore wishes to have the voters consider the same at a General Municipal Election to be held on November 3, 2020; and

WHEREAS, if adopted, this measure will assist the City in providing general services to its residents, including, but not limited to, services as follows:

- The Sales Tax will assist the City in meeting national standards so that its first responders are in a better position to react to an emergency such as an earthquake. For example, the City's designated Red Cross emergency centers do not have back-up generators to provide electricity during a natural disaster.
- The Sales Tax will assist the City in repairing aging infrastructure and many of the City's facilities, such as its community centers and park buildings. These facilities are over 40 years old and are in desperate need of repairs, with leaking roofs, aging electrical systems,

and deteriorating bathrooms. Without the proposed measure, these facilities may get worse, pose a greater safety hazard, and cost more to fix in the future.

- The number of homeless in the City has nearly tripled in the last three years. The Sales Tax will help the City address homelessness by providing more funding to enable access to local homeless prevention services including job training, health and mental health services, substance abuse treatment, and assistance to prevent home evictions. This will also ensure our business districts, parks and other public areas are safe, clean, and secure for everyone.
- Nearly 2,000 South El Monte kids participate in City-run and supervised after school, summer, gang and drug prevention programs and other low-fee youth programs. The Sales Tax will prevent cuts to these programs so that many South El Monte families can continue relying on these programs to keep kids off the street, safe, and out of trouble.
- The condition of just over half of the City's streets and roads have been rated as only "fair," "poor," "very poor," or "failed" by independent pavement management engineers. The Sales Tax will assist the City in making these essential repairs before the City's streets and roads get worse and more costly to repair.
- The Sales Tax will help keep crime from rising and keep the City's residents and neighborhoods safe by preventing cuts to Sheriff's deputies who are dedicated to investigating and stopping crime and allow the City to expand its neighborhood patrols and reduce Sheriff response times.
- Other general services that the City provides to the South El Monte Community; and

WHEREAS, the Sales Tax will have strict accountability requirements such as public disclosure of all spending and annual independent financial audits that ensure funds are used effectively and as promised, and only to the benefit of the South El Monte community; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General election to held on the same date and that within the City of South El Monte the precincts, polling places and election officers of the two elections be the same, and that the Los Angeles County Registrar of Voters canvass the returns of the General Municipal Election and the election be held in all respects as if there were only one election.

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

Section 1. That pursuant to the requirements of the California Elections Code, Sections 306, 9222 and 1301, there is called and ordered to be held in the City of South El Monte, California, on Tuesday, November 3, 2020, a General Municipal Election for the purpose of submitting to the voters of the City of South El Monte an ordinance which adds Chapter 3.07 to Title 3 of the South El Monte Municipal Code thereby establishing a transactions and use general tax at the rate of 1/4%. As required by Elections Code Section 13247, the abbreviated form of the measure to appear on the ballot is specified below in Section 2 of this Resolution. The measure shall be entitled the

“South El Monte Essential Services Protection Measure.” The City’s designated elections official is hereby authorized and directed to make any changes to the text of the proposition or this resolution as required to conform to any requirements of law.

Section 2. That the City Council of the City of South El Monte hereby orders the following measure be submitted to the voters at the aforementioned general municipal election:

SOUTH EL MONTE ESSENTIAL SERVICES PROTECTION MEASURE. To protect South El Monte’s long term financial stability; maintain 911 emergency response/sheriff’s neighborhood patrols, gang prevention; help prevent thefts/burglaries; maintain streets; improve safe routes to school; keep public areas safe/clean; maintain afterschool programs, youth/senior services, other general services, shall an ordinance establishing a 1/4¢ sales tax generating approximately \$1,000,000 annually until ended by the voters, subject to independent audit be adopted, all funds benefiting South El Monte residents?	YES
	NO

Section 3. That the text of the proposed ordinance as provided above that is to be submitted to the voters is attached as Exhibit “A” to this Resolution (“Ordinance”), and the City Council hereby approves the Ordinance, the form thereof, pursuant to Revenue & Taxation Code Section 7285.9 and approves its submission to the voters at the November 3, 2020, special municipal election. The City’s designated elections official is hereby authorized and directed to make any changes to the text of the Ordinance, or this resolution as required to conform to any requirements of law.

Section 4. That the vote requirement for the measure to pass is a majority (50% +1) of the votes cast.

Section 5. That the City’s designated elections official is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 6. That the ballots to be used at the election shall be in form and content as required by law, and that the election shall be held and conducted in the manner prescribed by law.

Section 7. That the City Council authorizes its designated elections official to administer the election and is authorized, instructed, and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 8. Pursuant to California Election Code Section 10242, the polls for the General Municipal Election shall open at seven o’clock a.m. on the day of the election, and shall

remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, except as otherwise provided in California Election Code Section 14401.

Section 9. That in all particulars not recited in this Resolution, the General Municipal Election shall be held and conducted in accordance with the provisions of law regulating municipal and statewide elections.

Section 10. That notice of the time and place of holding the General Municipal Election is hereby given and the City's designated elections official is authorized, instructed and directed to give further or additional notice of the election, in the time, form and manner required by law.

Section 11. That pursuant to Sections 10402 and 10403 of the Elections Code, the Los Angeles County Board of Supervisors is hereby requested to consent and agree to the consolidation of the General Municipal Election with the election conducted by Los Angeles County to be held on Tuesday, November 3, 2020.

Section 12. That the Los Angeles County Registrar of Voters is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

Section 13. That the Los Angeles County Board of Supervisors is requested to issue instructions to the Los Angeles County Registrar of Voters to take any and all necessary steps for the holding of this consolidated election.

Section 14. That the City of South El Monte recognizes that additional costs will be incurred by Los Angeles County by reason of this consolidation and agrees to reimburse Los Angeles County for any costs.

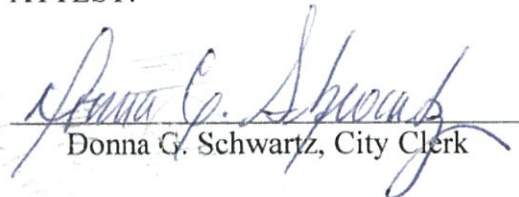
Section 15. That the designated elections official is hereby directed to file a certified copy of this resolution with the Los Angeles County Board of Supervisors and the Los Angeles County Registrar of Voters.

Section 16. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. This Resolution shall be effective immediately upon passage and adoption.

PASSED, APPROVED AND ADOPTED this 14th day of July, 2020.


Gloria Olmos, Mayor

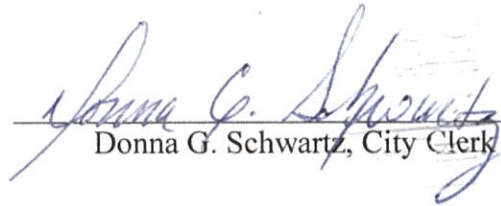
ATTEST:


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. 20-79 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 14th day of July, 2020 and that said Resolution was adopted by the following vote:

AYES: Acosta, Angel, Delgado, Retamoza, and Mayor Olmos
NOES: None
ABSENT: None
ABSTAIN: None



Donna G. Schwartz, City Clerk

Exhibit A

ORDINANCE NO. _____

AN ORDINANCE OF THE VOTERS OF CITY OF SOUTH EL MONTE
ADDING CHAPTER 3.07 TO TITLE 3 OF THE SOUTH EL MONTE
MUNICIPAL CODE, THEREBY ESTABLISHING AN ADDITIONAL
TRANSACTIONS AND USE GENERAL TAX AT THE RATE OF 1/4%

WHEREAS, the City currently has a transactions and use general tax pursuant to Chapter 3.06 of the South El Monte Municipal Code at a rate of 1/2%; and

WHEREAS, this measure would establish an additional transactions and use general tax under a new Chapter 3.07 of Title 3 of the South El Monte Municipal Code at the rate of 1/4%; and

WHEREAS, Article XIIC, Section 2, of the California Constitution provides that any general tax must be submitted to the electorate and approved by a majority vote of the electorate; and

WHEREAS, Part 1.6 (commencing with Section 7251) of Division 2 of the California Revenue and Taxation Code, and Section 7285.9 of the California Revenue and Taxation Code, authorizes a city to adopt a transactions and use (sales) tax ordinance, which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose; and

WHEREAS, by its Resolution No. 20-79 adopted on July 14, 2020, the City Council submitted this Ordinance to the City's voters at the November 3, 2020, election, approved this Ordinance, pursuant to Revenue & Taxation Code Section 7285.9, subject to the City's voters' approval, and approved this Ordinance's submission to the City's voters; and

WHEREAS, this Ordinance imposes a general tax where generated revenues will be deposited in the City's General Fund; and

WHEREAS, the City Council of the City of South El Monte is authorized and directed by statute to submit to the voters this Ordinance, and the City Council therefore wishes to have the voters consider the same at a General Municipal Election to be held on November 3, 2020; and

WHEREAS, approving this proposed measure requires approval of the majority of voters at either a general or special municipal election; and

WHEREAS, the proposed measure will have strict accountability requirements such as public disclosure of all spending and annual independent financial audits that ensure funds are used effectively and as promised, and only to the benefit of the South El Monte community; and

NOW THEREFORE, ON THE BASIS OF THE FORGOING, THE PEOPLE OF THE CITY OF SOUTH EL MONTE, AT THE NOVEMBER 3, 2020, GENERAL MUNICIPAL ELECTION DO HEREBY ORDAIN AS FOLLOWS:

Section 1. Chapter 3.07 (SOUTH EL MONTE PUBLIC ESSENTIAL SERVICES PROTECTION TRANSACTIONS AND USE GENERAL TAX) is hereby added to Title 3 of the South El Monte Municipal Code as follows:

"Chapter 3.07 - South El Monte Public Essential Services Protection Transactions and Use General Tax

3.07.010. TITLE. This Ordinance shall be known as the "South El Monte Public Essential Services Protection Transactions and Use General Tax" Ordinance. The City of South El Monte hereinafter shall be called "City." This Ordinance shall be applicable in the incorporated territory of the City.

3.07.020. OPERATIVE DATE. "Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this Ordinance, the date of such adoption being as set forth below.

3.07.030. PURPOSE. This Ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent

with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this Ordinance.

3.07.040. **CONTRACT WITH STATE.** Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.07.050. **TRANSACTIONS TAX RATE.** For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one quarter of a cent per dollar (.25%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this Ordinance.

3.07.060. **PLACE OF SALE.** For the purposes of this Ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

3.07.070. **USE TAX RATE.** An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this Ordinance for storage, use or other consumption in said territory at the rate of one quarter of a cent per dollar (.25%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.07.080. **ADOPTION OF PROVISIONS OF STATE LAW.** Except as otherwise provided in this Ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all

of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this Ordinance as though fully set forth herein.

3.07.090. LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE TAXES. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

1. "A retailer engaged in business in the District" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

3.07.100. PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Ordinance.

3.07.110. EXEMPTIONS AND EXCLUSIONS.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury,

signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this Ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this Ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this Ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this Ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.07.120. AMENDMENTS. All amendments subsequent to the effective date of this Ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part

1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this Ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Ordinance.

3.07.130. ABILITY TO LOWER RATE. The tax rate in this Ordinance may only be increased by a vote of the people of the City of South El Monte; provided, however, that the City Council may amend this Ordinance to reduce the amount of the tax authorized herein or to otherwise implement or advance the purpose and intent of this Ordinance.

3.07.140. ENJOINING COLLECTION FORBIDDEN. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this Ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.07.150. ANNUAL AUDIT. The proceeds resulting from the Transactions and Use Tax established in this Ordinance shall be deposited into the City's General Fund and become subject to the same independent annual audit requirements as other General Fund revenues. In addition, by December 31st of each year, the City shall cause an independent auditor to complete a "South El Monte Essential Services Protection Transactions and Use Tax Ordinance Report," provided that such report may be combined with the City's independent annual audit requirements as described above. Such report shall review whether the tax revenues collected pursuant to this Ordinance are collected, managed and expended in accordance with the requirements of this Ordinance.

3.07.160 PENALTIES. Without limiting any remedies available at law or equity, any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor.

3.07.170 CHANGES IN LAW; COUNTY TAX LIMITS. In the event that Los Angeles County voters approve a future measure after the effective date of this Ordinance or otherwise enacts a new transactions and use tax that, when aggregated with the City's transactions and use taxes under this Ordinance, causes the combined rate limit set forth in Revenue and Taxation Code Section 7152.1 to be exceeded, such future County measure shall not have any effect on the City's ability to levy and collect transactions and use taxes at the rates set forth herein. Unless State law is amended to increase the combined rate limit under Revenue and Taxation Code section 7251.1 or this Ordinance is later repealed or amended to reduce its tax rates, Los Angeles County shall not levy nor collect any transactions

and use taxes within the territory of South El Monte which were approved by Los Angeles County voters after the effective date of this Ordinance.

3.07.180. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

3.07.190. COUNCIL AUTHORITY TO AMEND. Pursuant to Elections Code Section 9217, the City Council shall have and retain the right and authority to amend this ordinance to further its purposes and intent (including but not limited to amendment for more efficient administration as determined by the City Council) in any manner that does not increase a tax rate, or otherwise constitute a tax increase for which voter approval is required by Article XIII C of the California Constitution.

3.07.200. EFFECTIVE DATE. This Ordinance levying the tax described herein shall be effective ten (10) days after the date on which the City Council has declared that the voters of the City of South El Monte have approved the Ordinance by a vote of no less than a majority of the votes cast by the electors voting on the tax measure set forth in this Ordinance at that special municipal election to be held on Tuesday, November 3, 2020.

3.07.210. TERMINATION DATE. The authority to levy the tax imposed by this Ordinance shall not expire unless terminated by lawful vote of the electorate or as required or authorized by law."

Section 3. Council Authority to Amend. This is a City Council-sponsored initiative Ordinance which otherwise would only be subject to amendment by the voters of the City. However, pursuant to Elections Code Section 9217, the City Council shall have and retain the right and authority to amend the Ordinance to further its purposes and intent (including but not limited to amendment for more efficient administration as determined by the City Council) in any manner that does not increase a tax rate, or otherwise constitute a tax increase for which voter approval is required by Article XIII C of the California Constitution.

Section 4. CEQA Exemption. The adoption of this ordinance is not a "project" subject to the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code Section §§ 21000 et seq.). CEQA Guideline 15378(b)(4) provides that the creation of government funding mechanisms or other government fiscal activities that do not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment are not projects subject to the requirements of CEQA.

Section 5. Severability. If any section, subsection, sentence, clause or phrase of this ordinance or the application thereof to any person or circumstance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The People of the City of South El Monte hereby declared that they would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional.

Section 6. Appropriations Limit. Pursuant to Article XIII B of the California Constitution, the appropriations limit for the City of South El Monte is increased to the maximum extent over the maximum period of time allowed under the law consistent with the revenues generated by this tax.

Section 7. Effective Date. If a majority of the voters of the City of South El Monte voting at the General Municipal Election of November 3, 2020, vote in favor of this Ordinance, then this Ordinance shall become a valid and binding ordinance of the City of South El Monte, and shall be considered as adopted upon the date that the vote is declared by the City Council of the City of South El Monte, and this Ordinance shall go into effect ten (10) days after that date, pursuant to Election Code section 9217.

Section 8. Passage and Execution. The Mayor shall sign this Ordinance and the City Clerk shall attest and certify to the approval thereof and cause same to be published or posted pursuant to law.

PASSED AND ADOPTED by the voters of the City of South El Monte at an election held on November 3, 2020.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwarz, 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. Schwarz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Ordinance, being Ordinance No. ___, 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 ___ day of _____ 2020, and that said Ordinance was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna G. Schwarz, City Clerk

ATTACHMENT B

RESOLUTION NO. 20-91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, AMENDING RESOLUTION NO. 20-79 RELATING TO THE CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION ON NOVEMBER 3, 2020, FOR THE PURPOSE OF SUBMITTING TO THE VOTERS A TRANSACTIONS AND USE GENERAL TAX MEASURE, ENTITLED THE SOUTH EL MONTE ESSENTIAL SERVICES PROTECTION MEASURE

WHEREAS, on July, 14, 2020, the City Council adopted Resolution No. 20-79, which called a general municipal election on November 3, 2020, for the purpose of submitting to the voters a transactions and use general tax measure entitled the South El Monte Essential Services Protection Measure as more particularly described in Resolution No. 20-79; and

WHEREAS, pursuant to Elections Code Section 9605, the City Council now desires to amend Resolution No. 20-79 to change the ballot label/question that will appear on the November 3, 2020, ballot; and

WHEREAS, this Resolution No. 20-91 serves to amend Resolution No. 20-79 as provided herein.

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

Section 1. Except as amended herein, Resolution No. 20-79 remains in full force and effect as of its original date of adoption.

Section 2. Section 2 of Resolution No. 20-79 is hereby amended in its entirety so that it reads as follows:

“That the City Council of the City of South El Monte hereby orders the following measure be submitted to the voters at the aforementioned general municipal election:

SOUTH EL MONTE ESSENTIAL SERVICES PROTECTION MEASURE. To protect South El Monte’s long term financial stability; maintain 911 emergency response/neighborhood patrols, gang prevention; help prevent thefts/burglaries; maintain streets; improve safe routes to school; keep public areas/parks safe/clean; maintain afterschool programs, youth/senior services, other general services, shall the measure establishing a 1/4¢ sales tax generating approximately \$1,000,000 annually until ended by the voters, subject to independent financial audits, all funds benefiting South El Monte residents, be adopted?	YES
	NO

Section 3. The designated elections official is hereby authorized and directed to make any changes to the text of this Resolution No. 20-91 as required to conform to any requirements of law and the Los Angeles County Registrar of Voters.

Section 4. The designated elections official is hereby directed to file a certified copy of this resolution with the Los Angeles County Board of Supervisors and the Los Angeles County Registrar of Voters.

Section 5. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. This Resolution shall be effective immediately upon passage and adoption.

PASSED, APPROVED AND ADOPTED this 28th day of July 2020.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-91 was passed and approved by the City Council of the City of South El Monte, at a regular meeting of said Council held on July 28, 2020 and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

**Agenda
Item No.
11.a.**

DATE: July 28, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: DESIGNATION OF VOTING DELEGATE AND ALTERNATE,
LEAGUE OF CALIFORNIA CITIES (LEAGUE) ANNUAL
CONFERENCE & EXPO OCTOBER 7-9, 2020, LONG BEACH,
CALIFORNIA

SUMMARY: The League's 2020 Annual Conference & Expo is scheduled for October 7-9 in Long Beach. In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate and alternate.

RECOMMENDATION: Staff recommends City Council appoint a Delegate and Alternate to allow the City the right to cast one vote on matters pertaining to League policy.

ATTACHMENTS:

[Letter, Voting Form and Voting Procedures](#)

Council Action Advised by August 31, 2020
--

June 30, 2020

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – October 7 – 9, 2020**

The League's 2020 Annual Conference & Expo is scheduled for October 7 – 9. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, October 9. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Wednesday, September 30. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting. These procedures assume that the conference will be held in-person at the Long Beach Convention Center as planned. Should COVID-19 conditions and restrictions prohibit the League from holding an in-person conference, new procedures will be provided.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by the end of July at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the

special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 7, 8:00 a.m. – 6:00 p.m.; Thursday, October 8, 7:00 a.m. – 4:00 p.m.; and Friday, October 9, 7:30 a.m.–11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 30. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



CITY: _____

**2020 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Wednesday, September 30, 2020. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email: _____

Mayor or City Clerk _____

Date: _____ Phone: _____

(circle one)

(signature)

Please complete and return by Wednesday, September 30, 2020

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



Successor Agency Agenda Report

**Agenda
Item No.
19.a.**

DATE: July 28, 2020

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rachel Barbosa, Executive Director

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: MINUTES

SUMMARY: Staff seeks Agency Board approval of the Minutes of the May 26, 2020 meeting.

RECOMMENDATION: Staff recommends the Agency Board approve the above referenced minutes.

FISCAL IMPACT: None.

ATTACHMENTS:

[Minutes](#)

**CITY OF SOUTH EL MONTE
SUCCESSOR AGENCY MEETING MINUTES
MAY 26, 2020 6:00 P.M.
COUNCIL CHAMBERS, 1415 N. SANTA ANITA
SOUTH EL MONTE, CA 91733**

CALL TO ORDER AND ROLL CALL

Chairperson Olmos called the meeting to order at 9:09 p.m.

PRESENT:Commissioners Acosta, Angel, Delgado, Olmos, and Retamoza.

Also Present: Christy Lopez, Assistant General Counsel; Rachel Barbosa, Executive Director; Rose Juarez, Secretary; Rene Salas, Public Works Director; Paola Lara, Deputy City Clerk; and Ian McAleese, Assistant Planner.

Pursuant to Government Code Section 54953, Subdivision (B) and Governor Newsom's Executive Order N-25-20, dated March 12, 2020, and Executive Order N-29-20, dated March 17, 2020, Teleconference Participation Was Utilized By All Board Members and Assistant General Counsel.

APPROVAL OF AGENDA

A motion was made by Delgado, seconded by Acosta and carried (5 - 0) to approve the agenda.

AYES:Commissioners: Acosta, Angel, Delgado, Olmos, and Retamoza.

NAYS:None.

PUBLIC COMMENTS

Chairperson Olmos opened and closed public comments after determining there was no one wishing to speak.

CONSENT CALENDAR

a. MINUTES

Staff seeks Agency Board approval of the Minutes of the April 28, 2020 meeting.

A motion was made by Angel, seconded by Acosta and carried (5 - 0) to approve the Consent Calendar.

AYES:Commissioners: Acosta, Angel, Delgado, Olmos, and Retamoza.

NAYS:None.

EXECUTIVE DIRECTOR'S AGENDA None.

ADJOURNMENT

There being no further business coming before this body, at 9:12 p.m. Chairperson Olmos adjourned the meeting.

Donna G. Schwartz, Secretary

Gloria Olmos, Chairperson



Successor Agency Agenda Report

**Agenda
Item No.
19.b.**

DATE: July 28, 2020

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rachel Barbosa, Executive Director

APPROVED AS TO FORM: Anthony R. Taylor, General Counsel

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: PROPOSED DARK SUCCESSOR AGENCY MEETING
DATE

SUMMARY: Staff is requesting the Board "go dark" on August 25, 2020, as the Board will be taking a recess during the month of August.

RECOMMENDATION: Staff recommends the Successor Agency Board "go dark" on August 25, 2020.

FISCAL IMPACT: None.

DISCUSSION: Each year during the month of August, the Successor Agency Board takes a recess and does not hold meetings. If there is a need, a special meeting can be held during the month of August.

ATTACHMENTS: