

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



Rene Salas, City Manager
Anthony R. Taylor, City Attorney
Donna G. Schwartz, City Clerk
Masami Higa, Director of Finance

CITY OF SOUTH EL MONTE

REGULAR MEETING OF THE SOUTH EL MONTE CITY COUNCIL

AGENDA

January 9, 2024, 6:00 PM
1415 Santa Anita Avenue, South El Monte, CA 91733

PUBLIC COMMENT

To participate during public comment via teleconference, see below:

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

Webinar ID: 865 8171 1880

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

LIVE STREAMING OF MEETINGS

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

AMERICANS WITH DISABILITIES ACT

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

GENERAL COMMENT

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

MEETINGS

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

POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES

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

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

VIEWING OF AGENDA PACKETS

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

ISSUES RELATED TO AGENDA

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

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

Robert Molina, Interim Deputy City Clerk
Ph (626) 652-3121
Cell (626) 374-1998

AGENDA BEGINS ON THE FOLLOWING PAGE

1. ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

Councilmember Hector Delgado

3. INVOCATION

Deborah Martinez, Shield of Faith Christian School

4. PRESENTATIONS

4.a. Awards Presented to the 2023 Holiday Home Decorating Contest Winners

4.b. Presentation by Chris Knight, El Monte/South El Monte Chamber of Commerce on the Past Year Activities

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

By motion of the City Council, this is the time to notify the public of any changes to the agenda, remove items from the consent calendar for individual consideration and/or rearrange the order of the agenda.

6. PUBLIC COMMENT

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

7. CONSENT CALENDAR

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

7.a. CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF DECEMBER 12, 2023

Staff is requesting approval of Minutes for the December 12, 2023, Regular City Council meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the December 12, 2023, Regular City Council meeting.

CONSENT CALENDAR (CONTINUED)

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-113, APPROVING WARRANTS FOR THE PERIOD OF DECEMBER 13, 2023, THROUGH JANUARY 9, 2024

Authorizing payment of City expenditures for the period of December 13, 2023, through January 9, 2024 totaling \$1,661,972.96

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 24-113, authorizing payment of City expenditures.

7.c. CONSIDERATION FOR AUTHORIZATION TO SEEK REQUEST FOR PROPOSALS (RFP) FOR SEWER RATE STUDY

Staff seeks City Council approval to issue Request for Proposals (RFP) to prepare sewer rate study.

RECOMMENDED ACTION: Staff recommends City Council approve the RFP to solicit proposals from qualified firms to prepare sewer rate study.

7.d. CONSIDERATION AND APPROVAL OF RESOLUTION 24-117, APPROVING AN AMENDED CITY FACILITY RESERVATION REGULATIONS AND FEES POLICY TO INCLUDE ADDITIONAL CRITERIA FOR NON-PROFIT ORGANIZATIONS TO QUALIFY FOR A FACILITY FEE WAIVER

Consideration of Resolution No. 24-117, approving an amended City Facility Reservation Regulations and Fees Policy to include additional criteria for non-profit organizations to qualify for a facility fee waiver.

RECOMMENDED ACTION: Staff recommends the City Council:

1. Adopt Resolution No. 24-117, approving an amended City Facility Reservation Regulations and Fees Policy to include additional criteria for non-profit organizations to qualify for a facility fee waiver upon written request including:*
- a. The organization's non-profit status must have a South El Monte address registered with the State of California.
- b. The organization name must include "South El Monte."
- c. At least 25% of the registered participants must be South El Monte residents. Rosters are required for verification.

* These provisions shall not apply to the Montebello Brewers.

7.e. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-118, CONSENTING TO THE REAPPOINTMENT OF DONNA G. SCHWARTZ AS CITY CLERK AND APPROVAL OF AMENDED AND RESTATED CITY CLERK EMPLOYMENT AGREEMENT

Staff is asking the City Council to consent to the reappointment of Donna G. Schwartz as City Clerk and approve her amended and restated employment agreement for services as City Clerk.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-118, approving the amended and restated employment agreement between the City and Donna G. Schwartz for the position of City Clerk; and
2. Authorize the City Manager to execute agreement.

7.f. CONSIDERATION OF RESOLUTION No. 24-119, APPROVING AMENDMENT NO. 1 TO CONTRACT WITH AC PROS FOR AN INCREASE IN COMPENSATION TERMS

On July 25, 2023, the City Council awarded a contract to AC Pros, Inc. for the installation of mechanical energy efficiency upgrades: Heating, Ventilation, and Air Conditioning (HVAC) at the City's Community Center, Mini Center and Senior Center for a total compensation not to exceed \$1,088,315.00. AC Pros, Inc. identified additional repairs necessary to ensure the proper functioning of the new HVAC systems, resulting in an additional cost of \$38,000.00 for a total of \$1,126,315.00.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-119, approving Amendment No.1 to contract with AC Pros, Inc. to increase the compensation terms from \$830,000 to a total not-to-exceed amount of \$1,126,314; and
2. Authorize City Manager or designer to execute contract.

7.g. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-120, AWARDING A PROFESSIONAL SERVICES AGREEMENT (PSA) TO ONYX ARCHITECTS FOR ARCHITECTURAL DESIGN SERVICES FOR THE SOUTH EL MONTE CITY HALL RESTROOMS REHABILITATION

Staff seeks City Council approval to award a Professional Services Agreement (PSA) to ONYX Architects for Architectural Design Services for the South El Monte City Hall Restrooms Rehabilitation.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-120, awarding a PSA to ONYX Architects for Architectural Design Services for South El Monte City Hall Restrooms Rehabilitation in the amount of \$73,030; and
2. Authorize City Manager or designee to negotiate and execute agreement.

CONSENT CALENDAR (CONTINUED)

7.h. CONSIDERATION FOR AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS – REMOVE AND REPLACE FLOORS AT THE SENIOR CENTER AND THE COMMUNITY CENTER’S BASKETBALL GYM

Staff seeks City Council approval to advertise for construction bids for the removal and replacement of floors in the Senior Center and the Community Center’s Basketball Gym.

RECOMMENDED ACTION: Staff recommends City Council approve the construction bid package to solicit proposals from qualified contractors for the removal and replacement of floors in the Senior Center and the Community Center’s Basketball Gym.

8. PUBLIC HEARINGS - None

9. GENERAL BUSINESS

9.a. SELECTION OF MAYOR PRO TEM

The City Council will consider appointing a Mayor Pro Tem from among its members. The term of office shall be for one year, or until the City Council selects a successor.

RECOMMENDED ACTION: Staff recommends City Council select a Mayor Pro Tem from among its members for a term of one year.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

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

Correspondence next page.

11. CORRESPONDENCE

11.a. LETTER FROM MONTEBELLO BREWERS BASEBALL CORPORATION REQUESTING A FACILITY FEE WAIVER FOR THE USE OF DEAN L. SHIVELY PARK FIELD AND NEW TEMPLE PARK FIELDS, CONSIDERATION OF A FIFTY PERCENT DISCOUNT ON THE RESERVATION LIGHT FEES, AND CONSIDERATION TO HOST TWO BASEBALL TOURNAMENTS

The Montebello Brewers Baseball Corporation ("Brewers") is requesting facility fee waivers for the use of the Dean L. Shively Park field and New Temple Park fields. In addition, the Brewers are also requesting a 50% discount on the reservation light fees and approval to host two (2) baseball tournaments.

RECOMMENDED ACTION: Staff recommend City Council discuss and consider:

1. Facility reservation fee waiver request for the use of Dean L. Shively Park field and New Temple Park fields;
2. A 50% discount on the reservation light fees at Dean L. Shively Park and New Temple Park; and
3. Approval to host two (2) baseball tournaments

11.b. LETTER FROM SOUTH EL NATIONAL LITTLE LEAGUE REQUESTING A FACILITY FEE WAIVER FOR THE USE OF THE NEW TEMPLE PARK FIELDS, COMMUNITY CENTER GYM, AND MARY VAN DYKE COMMUNITY ROOM, CONSIDERATION TO WAIVE THE PARK LIGHT FEES, AND CONSIDERATION TO WAIVE THE FEES FOR THE INSTALLATION AND REMOVAL OF THE FIELD FENCE

The South El Monte National Little League ("SEMNLL") is requesting reservation facility fee waivers for the use of New Temple Park Fields, Community Center Gymnasium, and Mary Van Dyke Community Room. In addition, SEMNLL is requesting the City Council consider waiving the park reservation light fees and the associated labor cost incurred to install and remove five (5) fences at New Temple Park.

RECOMMENDED ACTION: Staff recommend City Council discuss and consider:

1. Facility reservation fee waiver request for the use of the New Temple Park Fields, Community Center Gymnasium, and Mary Van Dkye Community Room;
2. Waiving the reservation light fees at New Temple Park; and
3. Waiving the fees incurred to install and remove (5) fences at New Temple Park.

12. COUNCILMEMBERS' AGENDA

12.a. MAYOR GLORIA OLMOS

1. Direction to Contact Edison to Repair Streetlights that are out in the City, and Check Day Burners.

RECOMMENDATION: Discussion and/or action.

2. Consideration to Approve \$500 Donation to the South El Monte/El Monte Jets

RECOMMENDATION: Discussion and/or action.

13. CLOSED SESSION - None

14. ADJOURNMENT

Tuesday, January 23, 2024, at 6:00 p.m.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted not less than 72 hours at the following locations: City of South El Monte City Hall, Senior Center and Community Center and made available at www.cityofsouthelmonte.org on this 4th of January 2024.



City Clerk, CMC



City Council Agenda Report

Agenda Item No. 4.a.

DATE: January 9, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

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

SUBJECT: Awards Presented to the 2023 Holiday Home Decorating Contest Winners

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.b.

DATE: January 9, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: Presentation by Chris Knight, El Monte/South El Monte Chamber of Commerce on the Past Year Activities

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Chamber of Commerce PowerpointCAK update 012024



100
YEARS
1922-2022

SOUTH EL MONTE/ EL MONTE CHAMBER Of COMMERCE

**“Your Independent Business
and Community Advocate”**

CHAMBER MISSION STATEMENT

The Mission of the El Monte/South El Monte Chamber of Commerce is to be ambassadors to the business community and a positive voice in local economic development, while advocating strength in education, membership, government legislation and community.

PARTNER AGENCIES

- California Chamber of Commerce (CCOC)
- International Council of Shopping Centers (ICSC)
- San Gabriel Valley Economic Partnership (SGVEP)
- San Gabriel Valley Legislative Coalition of Chambers(SGVLCC)
- Valley Association of Chamber Executives (VACE)
- BIZ Fed
- International Chamber of Commerce (ICC)

MEMBERSHIP STATISTICS

Investing in the Chamber gives your business credibility, visibility, and marketability.

Total membership is 420 members.

- 24 New Members, 135 Renewals
- 87 members are South El Monte businesses.
- 102 members are surrounding cities.
- 2 out of state members
- 50 members are import/export companies.
- Member retention rate is 85%.

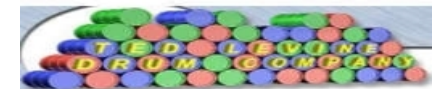
Business Assistance

- For 102 year, the South El Monte-El Monte Chamber of Commerce has been supporting large and small businesses and non-profits in the City of South El Monte.
- We advocate for and support economic development and community engagement between local officials, businesses, and the community of South El Monte.
- Assist in developing programs and services that focus on the needs of local businesses to encourage innovation and growth of small and large businesses.
- The goal of the Chamber of Commerce is providing education, advocacy and business development for business members and community involvement.
- Sign and Stamp Certificate of Origin (Chamber Members)

PROMINENT BUSINESSES WHO ARE MEMBERS AND PARTNERS OF THE CHAMBER OF COMMERCE



PROMINENT BUSINESSES WHO ARE MEMBERS AND PARTNERS OF THE CHAMBER OF COMMERCE



PROMINENT BUSINESSES AND WHO ARE MEMBERS AND PARTNERS OF THE CHAMBER OF COMMERCE



Built on Relationships

#1 Customer-Ranked National Homebuilder



City Ventures



PROMINENT SCHOOL DISTRICTS WHO ARE MEMBERS AND PARTNERS OF THE CHAMBER OF COMMERCE



BUSINESS ECONOMIC DEVELOPMENT ATTRACTION and RETENTION

- Edison Trucking & Bus Driving School
- Rustic Chic/Rentals
- Lawrence Equipment
- GoodWill Industries/American Job Center
- Vacco, AMRO, The Gill Corp Employment Issues

IF THE CHAMBER DIDN'T, WHO WOULD?

Legislative Involvement

- Speak up for business with government leaders regarding proposed and existing laws and regulations that have an impact on business?
- Respond to requests for Demographics, questions about our businesses & community, either in person, by mail/e-mail or by phone.
- Coordinate the talents of the local business community by tracking basic issues?
- Stand ready to pursue any matter which can make our area a better place to live.
- Chairing Chamber of Commerce, For the San Gabriel Valley Legislative Coalition of Chambers

PROMOTING the BUSINESS COMMUNITY

- Administration of the Greater San Gabriel Valley Business Leadership Foundation.
- Administration of the Miss Friendly South El Monte/El Monte Pageant Association for 70 years.
- Connect with colleagues, Hear from Industry Leaders, Meet New Businesses.

VISITOR BUSINESS RESOURCE GUIDE and CITY MAP

EL MONTE SOUTH EL MONTE Chamber of Commerce



2018 COMMUNITY GUIDE & DIRECTORY

CHAMBER ACTIVITIES

January 2023 – April 2023

January:

Business Building Brunch
San Gabriel Valley of Coalition of Chambers Luncheon
Ribbon Cuttings
Farmers Market
Met with Council Member Rudy Borjorquez
Arroyo High School Groundbreaking
South El Monte Council Mtg.
Multi-Chamber Mixer
Mt. View High School Filed Groundbreaking

February:

Business Building Brunch
Evening Networking Mixer, Hosted by Candy's Florist
Membership Meeting
South El Monte State of City Planning Mtg
Multi-Chamber Breakfast-DoubleTree Hotel
Mtg W/Mayor Olmos and Rene Salas
Grant Writing Mtg.
SBDC Webinar and Mtg.
South El Monte Council Mtg.

March:

Business Building Brunch
State of the City Planning Mtg.
SGV Partnership Summit
Career Day (Elementary School)
SOTC Final Mtg.
State of the City
Membership Mtg.
Ribbon Cutting
Rustic Chic/Cindy Wu Mtg.
ESGV AJCC Community Partners Mtg.
Monthly Lunch & Learn

April:

Mtg. w/ Mayor Olmos
State of the City Debriefing
GroundBreaking
Business Building Brunch
Called to Federal Jury Duty
Classic Golf Tournament
Legislative Luncheon Senator Susan Rubio
Monthly Lunch & Learn

CHAMBER ACTIVITIES

March 2023 – August 2023

May:

Business Building Brunch
Planning Stages Nonprofit grant writing
South El Monte Prayer Breakfast
SGVEP Business Leadership
Principal of the Day
South El Monte Council Meeting
New Membership Meeting with Rustic Chic
Monthly Lunch & Learn
Lincoln Training Center Fundraiser/Dinner

June:

Business Building Brunch
Member Visit
Monthly Lunch & Learn
El Monte/South El Monte Chamber of Commerce
Award/Installation Luncheon
SEM Concert
Sheriff's Workshop
SGVPartnership Legislative Mtg.
Ribbon Cutting

July:

Judge Cardboard Video Games
Ribbon Cutting
South El Monte Fourth of July
Business Building Brunch Tour In N Out
Zoom Call ChapCare
South El Monte Council Meeting
Multi-Chamber Hawaiian Mixer
Monthly Lunch & Learn
Member Mtg

August:

Member Visit
Monthly Lunch & Learn
Mtg w/Guillermo
Mtg w/Vacco and America Job Center
Mtg w/Mayor Olmos
Volunteer & Mtg - Senator Rubio Blood Drive
Ribbon Cutting
VACE Mtg

CHAMBER ACTIVITIES

September 2023 - December 2023

September:

Business Building Brunch
WINGS Mtg. Senator Rubio
VACE
Rio Hondo College Anniversary
Monthly Learn & Lunch
Chamber Mixer
Member Mtg.
Ribbon Cutting
Job Fair
SGV Coalition of Chambers

October:

Business Building Brunch
Ribbon Cutting
South El Monte Meeting – State of City
Spirtt Family Service Mtg.
Multi-Chamber Mixer
HR Resource Conference
SEM Harvest Festival/POA Trunk or Treat
Pomona Multi-Chamber Mixer
Member Visit - Rustic Chic

November:

Business Building Brunch
VACE
Monthly Learn & Lunch
SBDC mtg.
Mtg w/ American Job Center
South El Monte Planning Commission
ADA Compliance Webinar
Member Mtg.
Valle Lindo Anniversary
Mtg w/ Hacienda/La Puente Adult Ed
Sheriff's Lunch Mtg.
South El Monte Tree Lighting

December:

Holiday House-Chamber Fundraiser
Merry Mingle
Arrange Toy pick – up & drop- off
South El Monte Council Mtg.
Multi Chamber Mixer Doubletree
IKEA Multi- Chamber Mixer
Monthly Lunch & Learn
10th Anniversary SBDC Breakfast
New Member Mtg.

QUESTIONS & ANSWERS



CHAMBER INFORMATION & CONTACT

Chris Knight, Interim Chief Executive Officer:

Chris@emsemcc.biz

El Monte/South El Monte Chamber of Commerce:

WWW.EMSEMCC.BIZ

(626) 443-0180



City Council Agenda Report

Agenda Item No. 7.a.

DATE: January 9, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF DECEMBER 12, 2023

SUMMARY: Staff is requesting approval of Minutes for the December 12, 2023, Regular City Council meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the December 12, 2023, Regular City Council meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DRAFT Reg CC Mtg Minutes 12-12-23

CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
Tuesday, December 12, 2023 - 6:00 PM
1415 Santa Anita Avenue, South El Monte, California 91733

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

1. ROLL CALL

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

STAFF PRESENT: Rene Salas, City Manager; Anthony R. Taylor, City Attorney; Donna G. Schwartz, City Clerk; Masami Higa, Director of Finance; Guillermo Arreola, Director of Community Development; and Robert Molina, Interim Deputy City Clerk.

STAFF ABSENT: Paola Lara, Deputy City Clerk, John Poehler, Director of Public Works, Ariana De La Cruz, Director of Community Services, and Iyob Tessema, Interim Director of Human Resources & Risk Management.

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

2. PLEDGE OF ALLEGIANCE – Councilmember Rudy Bojorquez, led the Pledge of Allegiance.

3. INVOCATION – Pastor Patricia Garrett, Faith Dominion Church, offered the Invocation.

4. PRESENTATIONS

City Attorney Anthony R. Taylor announced 4.e. will be moved to the January 9, 2024, City Council Meeting and an additional presentation will be added as 4.f. a plaque to the office of Assemblymember Lisa Calderon.

4.a. Mayor and Council presented a Plaque to the City of South El Monte's Finance Department for Receiving the "2022 Certificate of Achievement for Excellence in Financial Reporting" Award from the Government Finance Officers Association (GFOA).

4.b. Mayor and Council presented certificates of recognition to the Winners of the LA County Library Foundation's "44th Annual Bookmark Contest."

4.c. Mayor and Council presented a certificate of recognition to Fuego Restaurant for Being Selected as one of the Highest-Rated, Best-Reviewed, and Beloved Businesses on Yelp.

- 4.d. Presentation by Jonathan Bazile, Program Coordinator, with Community Organized Relief Effort (CORE) and Annie Chou, Project Manager of Herald Christian Health Center on Public Health.
- 4.e. **Moved to January 9, 2024, City Council Meeting:** Presentation by Chris Knight, El Monte/South El Monte Chamber of Commerce on the Past Year Activities.
- 4.f. **Add-On:** Mayor and City Council presented a plaque to the Office of Assemblymember Lisa Calderon for their participation and donations of turkeys to the South El Monte Community Alliance Church Turkey Basket Giveaway.

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

Councilmember Delgado requested Councilmembers' Agenda item 12.a. be heard after public comment. Council concurred.

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

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

6. PUBLIC COMMENT

Mayor Olmos opened public comment.

- 1. Ricardo Padilla, President of El Monte/South El Monte Emergency Resources (ERA), commented on what ERA is all about, noted reports that were provided to Council as part of 12.a. Spoke in support of his request of \$15,000 to ERA to continue food security and would be asking support from City of El Monte as well.

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

12. HEARD AT THIS TIME - COUNCILMEMBERS' AGENDA

12.a. COUNCILMEMBER HECTOR DELGADO

- 1. Letter Requesting \$15,000 to go Toward the El Monte-South El Monte Emergency Resources Association (ERA) Specifically to Support Food Insecurity Programs for El Monte and South El Monte Families in need.

RECOMMENDATION: Discuss and/or action.

Discussion ensued by Council regarding the request and some concerns and asked to table the item so that a meeting can be scheduled to discuss the concerns and bring back to Council at a future date for consideration.

7. CONSENT CALENDAR

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

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

NAYS: Councilmember(s): None.

- 7.a. Approved the Minutes of the November 28, 2023, Regular City Council meeting.
- 7.b. Adopted Resolution No. 23-112, authorizing payment of City expenditures for the period of November 29, 2023, through December 12, 2023, totaling \$1,074,225.08.
- 7.c. Adopted Resolution No. 23-115, approving Amendment No. 2 entering into a five-year agreement for joint use of community recreation facilities with the Valle Lindo School District for New Temple Park and Adopted Resolution No. 23-116, approving Amendment No. 3 entering into a five-year agreement for joint use of community recreation facilities with the Valle Lindo School District for use of Dean L. Shively Park and authorized the City Manager or designee to execute the agreements.

8. PUBLIC HEARINGS

8.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-122, AUTHORIZING THE REPROGRAMMING AND PROGRAMMING OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEARS (FY) 2023-24 AND 2024-25

Mayor Olmos announced the item and opened the public hearing.

City Manager Rene Salas introduced Director of Finance Masami Higa who presented the staff report.

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

Motion by Mayor Pro Tem Angel, seconded by Councilmember Acosta to Adopt Resolution No. 23-122, allowing the City to revise its CDBG Consolidated Action Plan, and reprogram the use of CDBG funds for FY2023-24, and program the use of CDBG funds for FY2024-25 and allow the City Manager to adjust the CDBG Program budgets as necessary throughout FY2023-24 and FY2024-25, for the timely expenditure of CDBG funds according to the CDBG drawdown guideline. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None.

9. GENERAL BUSINESS

9.a. APPOINTMENT OF COMMISSIONERS TO THE ADVANCEMENT OF WOMEN AND GIRLS COMMISSION

Mayor Olmos introduced the item.

Councilmember Delgado nominated to appoint **Rosemary Tavera** to the Advancement of Women and Girls Commission. Council voted unanimously 5-0.

Mayor Olmos announced **Christina Fonseca** as an appointment to the Commission. Council voted unanimously 5-0.

Mayor Olmos announced **Yvette Sanchez** as a reappointment to the Commission. Council voted unanimously 5-0.

Mayor Olmos announced **Linda Miramontes** as an appointment to the Commission. Council voted unanimously 5-0.

Mayor Olmos announced **Alice Strong** as an appointment to the Commission. Council voted unanimously 5-0.

Mayor Olmos announced Michelle Bugarin as an appointment to the Commission. Council voted 2-2-1 Delgado and Bojorquez AYES, Angel and Olmos NOES and Acosta ABSTAINED.

Mayor Olmos announced Gracie Retamoza as a reappointment to the Commission. Council voted 2-1-2 Delgado and Bojorquez AYES, Olmos NAY, Angel and Acosta ABSTAINED.

Mayor Olmos announced Emily Lares as an appointment to the Commission. Council voted 1-1-3 Acosta AYE, Olmos NAY, Angel, Delgado, and Bojorquez ABSTAINED.

GENERAL BUSINESS (CONTINUED)

Item 9.a continued.

Mayor Olmos announced Bethany Contreras as an appointment to the Commission. Council voted NO 2-0-3. Acosta and Olmos AYES, Angel, Delgado, and Bojorquez ABSTAINED.

Motion by Mayor Pro Tem Angel, seconded by Councilmember Acosta to approve reappointments/appointments of the five individuals: **Rosemary Tavera, Christina Fonseca, Yvette Sanchez, Linda Miramontes, and Alice Strong** to the Advancement of Women and Girls Commission for a one-year term commencing January 1, 2024, through December 31, 2024. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None.

9.b. APPOINTMENT OF COMMISSIONERS TO THE COMMUNITY SERVICES COMMISSION

Mayor Olmos introduced the item.

Mayor Olmos announced **Israel Alacio** as an appointment to the Community Services Commission. Council voted unanimously 5-0.

Mayor Olmos announced **David Mai** as a reappointment to the Commission. Council voted unanimously 5-0.

Mayor Olmos announced **Ingrid Aguilar** as a reappointment to the Commission. Council voted unanimously 5-0.

Mayor Olmos announced **Gerardo Diaz** as a reappointment to the Commission. Council voted unanimously 5-0.

Mayor Olmos announced **Hortencia Vasquez** as a reappointment to the Commission. Council voted unanimously 5-0.

Mayor Olmos announced Reynaldo Soto as an appointment to the Commission. Council voted 2-1-2 Delgado and Bojorquez AYES, Olmos NO, Angel and Acosta ABSTAINED.

GENERAL BUSINESS (CONTINUED)

Item 9.b continued.

Motion by Councilmember Delgado, seconded by Councilmember Bojorquez to approve reappointments/appointments of the five individuals: **Israel Alacio, David Mai, Ingrid Aguilar, Gerardo Diaz, and Hortencia Vasquez** to the Community Services Commission for a one-year term commencing January 1, 2024, through December 31, 2024. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None.

9.c. APPOINTMENT OF COMMISSIONERS TO THE PATRIOTIC COMMISSION

Mayor Olmos introduced the item.

Motion by Mayor Pro Tem Angel, seconded by Councilmember Acosta to approve reappointment of the five individuals: **Blanca Figueroa, Valerie Bechtold, Naomi Lopez, Rudy Lopez, and Alejandro Miramonte De Anda** to the Patriotic Commission for a one-year term commencing January 1, 2024, through December 31, 2024. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None.

9.d. APPOINTMENT OF COMMISSIONERS TO THE PLANNING COMMISSION

Mayor Olmos introduced the item.

Mayor Olmos announced **Leonel Barrera Jr** as a reappointment to the Planning Commission. Council voted unanimously 5-0.

Mayor Olmos announced **Jeff Ortiz** as a reappointment to the Commission. Council voted unanimously 5-0.

Mayor Olmos announced **Kenneth Tang** as a reappointment to the Commission. Council voted unanimously 5-0.

Mayor Olmos announced **Emily Lares** as an appointment to the Commission. Council voted unanimously 3-1-1. Angel, Acosta, and Olmos AYES, Delgado NAY and Bojorquez ABSTAINED.

Mayor Olmos announced **Larry Rodriguez** as a reappointment to the Commission. Council voted unanimously 5-0.

GENERAL BUSINESS (CONTINUED)

Item 9.d continued.

Motion by Mayor Pro Tem Angel, seconded by Councilmember Acosta to approve reappointment/appointment of five individuals: **Leonel Barrera Jr, Jeff Ortiz, Kenneth Tang, Emily Lares, and Larry Rodriguez** to the Planning Commission for a one-year term commencing January 1, 2024, through December 31, 2024. Motion passed 4-1, by the following vote:

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

NAYS: Councilmember(s): Delgado.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Mayor Pro Tem Angel announced he attended the following: City's Tree Lighting Ceremony, San Gabriel Valley Mayor Mingle, Angel Tree event sponsored by Pastor Charlie Corum, AYSO Banquet, LA County's Pancake Breakfast with Santa, City's Employee Recognition Dinner, East Los Angeles Leadership, the City's Senior Holiday Baking Contest participating as a judge, and the Farmers Insurance Toy Drive.

Councilmember Delgado announced he attended the City's Tree Lighting Ceremony.

Councilmember Bojorquez announced he attended the following: East Los Angeles Leadership, City's Senior Holiday Baking Contest participating as a judge, City's Tree Lighting Ceremony, and the City's Employee Recognition Dinner.

Councilmember Acosta announced he attended the following: City's Tree Lighting Ceremony, San Gabriel Valley Mayor Mingle, Appreciation Dinner at the Cultiva Community Garden sponsored by LA County Supervisor Hilda Solis, LA County's Pancake Breakfast with Santa, Toy Drive sponsored by Senator Susan Rubio, City's Employee Recognition Dinner, Angel Tree event sponsored by Pastor Charlie Corum, and the AYSO Banquet.

Mayor Olmos announced she attended the following: City's Tree Lighting Ceremony, Angel Tree event sponsored by Pastor Charlie Corum, San Gabriel Valley Mayor Mingle, AYSO Banquet, Appreciation Dinner at the Cultiva Community Garden sponsored by LA County Supervisor Hilda Solis, LA County's Pancake Breakfast with Santa, City's Employee Recognition Dinner, Toy Drive sponsored by Senator Susan Rubio, Farmers Insurance Toy Drive, San Gabriel Valley Council of Governments (COG), and the Annual Tamalada Fundraiser Dinner in El Monte.

11. CORRESPONDENCE – None.

12. COUNCILMEMBERS' AGENDA

12.a. HEARD AFTER PUBLIC COMMENT - COUNCILMEMBER HECTOR DELGADO

1. Letter Requesting \$15,000 to go Toward the El Monte-South El Monte Emergency Resources Association (ERA) Specifically to Support Food Insecurity Programs for El Monte and South El Monte Families in need.

RECOMMENDATION: Discuss and/or action.

12.b. MAYOR GLORIA OLMOS

1. To qualify for facility fee waivers for the use of city facilities, an organized sports team must meet the following conditions:
 - Team Non-profit status must have a South El Monte address registered with the state
 - Team name must have the name South El Monte included
 - 25% of the players must be South El Monte residents

RECOMMENDATION: Discuss and/or action.

Mayor Olmos discussed fee waivers and amendments to conditions to new organizations to include the name "South El Monte."

Councilmember Angel made a motion to request the status quo for the current teams; Montebello Brewers Baseball (exception to the 25% of South El Monte players), El Monte/South El Monte Jets, South El Monte Little League, and South El Monte/El Monte/Baldwin Park AYSO and supports the amendments to new organizations.

Councilmember Delgado seconded the motion but for discussion. Acknowledged the Brewers and all they do and supports the exception for them, asked for clarification on the 25% of the players being South El Monte residents does this include adult (Senior) leagues.

Mayor Olmos stated this would include adult leagues.

Councilmember Bojorquez concerned with times for use of parks and wants the use a priority for the residents. Mayor Olms confirmed the residents do have priority.

City Attorney Anthony Taylor suggested adding to motion to work with staff to prepare a policy and bring back to council to approve.

Motion by Mayor Pro Tem Angel, seconded by Acosta for current conditions to remain the same for all current teams (Youth/Adult/Senior) but to add these amendments/conditions to any new teams (Youth/Adult/Senior) and for City Attorney to work with staff to prepare a policy and bring back to Council to review and approve. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None.

2. Waive any and all fees for the use of the City Gym by South El Monte High School Basketball.

RECOMMENDATION: Discuss and/or action.

Mayor Olmos discussed waiving fees when the South El Monte High School Basketball Team needs the use of the gym since their gym is going through some renovations.

Motion by Mayor Pro Tem Angel, seconded by Councilmember Delgado to approve waiving any and all fees for the use of the City's Gym by the South El Monte High School Basketball Team when needed while the school gym is going through some renovations.

13. CLOSED SESSION – None.

14. ADJOURNMENT

There being no further business coming before this body, at 7:56 p.m. Mayor Olmos adjourned the meeting to a Regular City Council Meeting on Tuesday, January 9, 2024, at 6:00 p.m.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

Agenda Item No. 7.b.

DATE: January 9, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Director of Finance

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-113, APPROVING WARRANTS FOR THE PERIOD OF DECEMBER 13, 2023, THROUGH JANUARY 9, 2024

SUMMARY: Authorizing payment of City expenditures for the period of December 13, 2023, through January 9, 2024 totaling \$1,661,972.96

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 24-113, authorizing payment of City expenditures.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 23-113
- B. 010924 Expense Approval Report

ATTACHMENT A

RESOLUTION NO. 23-113

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD OF DECEMBER 13, 2023, THROUGH JANUARY 9, 2024, TOTALING \$1,661,972.96.

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

SECTION 1: That in accordance with Section 37202 of the Government Code, the Finance Director hereby certifies to the accuracy of the following demands and the availability of funds for payment thereof.

Finance Director

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

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 23/24	Electronic Warrants	12/13/23-01/09/24	DFT0001265-1379	\$429,947.28
FY 23/24	Regular Warrants	12/13/23-01/09/24	13429-13537	\$895,500.19
Payroll	Check	PPE 12/09/23	1671-1682	\$8,391.29
Payroll	Direct Deposit	PPE 12/09/23	5452-5576	\$176,225.25
Payroll	Check	PPE 12/23/23	1683-1695	\$6,538.47
Payroll	Direct Deposit	PPE 12/23/23	5577-5683	\$145,370.48

TOTAL EXPENDITURES RESOLUTION NO. 23-XX \$ 1,661,972.96

PASSED, APPROVED, AND ADOPTED this 9th day of January 2024.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 23-113, 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 9th day of January 2024, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



South El Monte, CA

ATTACHMENT B

Warrant Register
Council Meeting 01/09/24

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13429	12/12/2023	NOV'23 GENERAL	4,053.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13429	12/12/2023	NOV'23 SPECIAL PJTS	203.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13429	12/12/2023	NOV'23 PERSONNEL	2,351.20
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13429	12/12/2023	NOV'23 PLANNING	692.46
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13429	12/12/2023	NOV'23 PW WORKS ENGINEERING	3,076.40
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13429	12/12/2023	NOV'23 FINANCE	203.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13429	12/12/2023	NOV'23 CODE ENFORCEMENT	1,730.10
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13429	12/12/2023	NOV'23 HOUSING	173.60
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13429	12/12/2023	NOV'23 REIMBURSABLE	261.60
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13429	12/12/2023	NOV'23 ADDITIONAL SVCS	148.80
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13429	12/12/2023	NOV'23 ADDITIONAL SVCS	545.60
01.0150.1530.5952	BALTAZAR ESTRADA	13430	12/12/2023	NEW YEARS LUNCHEON/ DJ	400.00
01.0100.1040.5922	BROTHERS AWARDS & TROPHIES	13431	12/12/2023	VALLE LINDO ANNIVERSARY PLAQUE	132.00
01.0100.1040.5922	BROTHERS AWARDS & TROPHIES	13431	12/12/2023	PLAQUE/ SENIOR THANKS	44.00
01.0100.1040.5922	BROTHERS AWARDS & TROPHIES	13431	12/12/2023	PLAQUES/ TURKEY DONATION AWARDS	165.00
01.0100.1050.5938	GEORGE LOPEZ	13432	12/12/2023	FALL 2023-2 EDUCATION REIMBURSEMENT	1,247.39
01.0151.1546.5440	MARIA PAYAN	13433	12/12/2023	CHISTMAS WISH TOY DRIVE/ FOOD	2,500.00
01.0151.1546.5210	POLYMEDIA PRODUCTION SERVICES	13434	12/12/2023	12/16/23 SANTA RENTAL/ REMAINING BALANCE	550.00
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	13435	12/19/2023	PPE 12/9/23	6,180.00
01.0000.0000.2235	NATIONWIDE RETIREMENT SOLUTIONS	13436	12/19/2023	PPE 12/9/23	3,750.00
01.0151.1544.5210	PYRO SPECTACULARS	13437	12/19/2023	6/29/24 FIREWORK PRODUCTION FEE	14,250.00
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	13438	12/19/2023	A.R GARNISHMENT PPE 12/09/23	8.15
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	13439	12/20/2023	NEW MONITORS/ COMM DEVELOPMENT	765.48
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	13439	12/20/2023	INTERRUPTABLE POWER SUPPLY	136.76
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	13439	12/20/2023	FRONT OFFICE COMPUTER/ CCTR	1,525.21
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	13439	12/20/2023	MONITOR/ PW	270.72
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	13439	12/20/2023	NOV'23 PROJECT LABOR SVCS	700.00
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	13440	12/20/2023	OFFICE SUPPLIES/ HR	180.06
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	13440	12/20/2023	COM DEV DEPT/ SUPPLIES	19.23
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	13440	12/20/2023	OFFICE SUPPLIES	170.29
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	13440	12/20/2023	PLOTTER PAPER/ PROGRAMS	104.73
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	13440	12/20/2023	SUPPLIES/ PLANNING DEPT	16.53
01.0140.1440.5406	AMAZON CAPITAL SERVICES, INC	13440	12/20/2023	SUPPLIES/ BUILDING DEPT.	46.83
01.0140.7020.5406	AMAZON CAPITAL SERVICES, INC	13440	12/20/2023	SUPPLIES/ CODE ENFORCEMENT	56.49
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	13440	12/20/2023	AFTER SCHOOL PROGRAM SUPPLIES	42.42
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	13440	12/20/2023	CHRISTMAS-NEW YEAR/ DECORATIONS & GIVEAWAYS	537.89
01.0151.1546.5406	AMAZON CAPITAL SERVICES, INC	13440	12/20/2023	PLOTTER INK/ CHRISTMAS WISH DECOR	759.86
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	13440	12/20/2023	NEW OFFICE CHAIRS/ COMM DEV DEPT	285.53
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	13440	12/20/2023	AFTER SCHOOL PROGRAM SUPPLIES	17.63
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	13440	12/20/2023	AFTER SCHOOL PROGRAM SUPPLIES	40.16
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	13440	12/20/2023	OFFICE SUPP/ COMM DEV DEPT	59.83
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	13440	12/20/2023	AFTER SCHOOL PROGRAM SUPPLIES	278.84

01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	13440	12/20/2023	SUPPLIES/ COMM DEVELOPMENT	49.00
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	13440	12/20/2023	PRINTER CABLE/ YARD	10.47
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	13440	12/20/2023	CHRISTMAS DECORATIONS/ LUNCHEON	157.40
01.0000.0000.4512	ANDREW JIMENEZ	13441	12/20/2023	BBALL FORFEIT REIMB	70.00
01.0000.0000.4554	ANDY PEREZ	13442	12/20/2023	8/19/23 CCTR DAMAGE DEPOSIT RFND	600.00
01.0000.0000.4512	ANGEL HERNANDEZ	13443	12/20/2023	BBALL FORFEIT REIMB	420.00
01.0000.0000.4512	ANTHONY RAMIREZ	13444	12/20/2023	BBALL FORFEIT REIMB	70.00
01.0140.1430.5215	BLACK KNIGHT DATA & ANALYTICS, LLC	13445	12/20/2023	7/8-8/7/23 MONTHLY SUBSCRIPTION	150.00
01.0140.1430.5215	BLACK KNIGHT DATA & ANALYTICS, LLC	13445	12/20/2023	9/8-10/7/23 DATABASE MNTHLY SUBSCRIPTION	150.00
01.0140.1430.5215	BLACK KNIGHT DATA & ANALYTICS, LLC	13445	12/20/2023	10/8-11/7/23 MONTHLY SUBSCRIPTION	150.00
01.0140.1430.5215	BLACK KNIGHT DATA & ANALYTICS, LLC	13445	12/20/2023	11/8-12/7/23 MONTHLY SUBSCRIPTION	150.00
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	13446	12/20/2023	OCT'23 BLDG OFFICIAL SVCS	3,952.50
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	13446	12/20/2023	OCT'23 BUSINESS LIC INSPECTIONS	1,430.00
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	13446	12/20/2023	OCT'23 BLDG INSPECTION SVCS	8,446.14
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	13446	12/20/2023	OCT'23 BLDG DEPT/ PERMIT TECH SVCS	3,487.50
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	13446	12/20/2023	NOV'23 BLDG OFFICIAL SVCS	2,402.50
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	13446	12/20/2023	NOV'23 BUSINESS LICENSE INSPECTIONS	990.00
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	13446	12/20/2023	NOV'23 BLDG INSPECTION SVCS	9,092.53
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	13446	12/20/2023	NOV'23 BLDG DEPT/ PERMIT TECH SVCS	4,181.25
01.0151.1541.5215	CARLOS MAGANA	13447	12/20/2023	12/5/23 BBALL OFFICAL SVCS	90.00
01.0151.1541.5215	CARLOS MAGANA	13447	12/20/2023	12/06/23 BBALL OFFICIAL SVCS	90.00
01.0170.1770.5525	CART MART INC	13448	12/20/2023	ELEC CART MNTC	1,790.19
01.0100.1040.5215	CIVICPLUS, LLC	13449	12/20/2023	DEC'23-DEC'24 WEBSITE MGMT HOSTING	7,519.08
01.0100.1050.5936	CONCENTRA	13450	12/20/2023	NOV'23 NEW HIRE PHYSICALS	1,175.00
01.0100.1050.5936	CONCENTRA	13450	12/20/2023	11/16/23 NEW HIRE PHYSICAL	235.00
01.0140.1430.5914	COSTAR REALTY INFORMATION, INC	13451	12/20/2023	DEC'23-FEB'24 - QUARTERLY LICENSING	1,356.60
01.0000.0000.4554	COURTNEY NORTON	13452	12/20/2023	11/28/23 CCTR AMPHITHEATER DAMAGE DEP RFND	500.00
68.0900.9080.5215	CR ASSOCIATES, INC.	13453	12/20/2023	JUNE'23 PJT MGMT	1,135.00
01.0000.0000.4554	CRYSTINA ANDERSON	13454	12/20/2023	12/3/23 MVD GAZEBO DAMAGE DEP RFND	50.00
01.0000.0000.4554	DANIEL BELTRAN	13455	12/20/2023	12/9/23 MVD COMM RM/ DEPOSIT RFND	50.00
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	13456	12/20/2023	WEEKLY MILK/ CI & CII NUTR PRGM	180.58
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	13456	12/20/2023	WEEKLY MILK/ CI & CII NUTR PRGM	20.06
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	13456	12/20/2023	WEEKLY MILK/ CI & CII NUTR PRGM	182.20
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	13456	12/20/2023	WEEKLY MILK/ CI & CII NUTR PRGM	20.24
01.0151.1541.5215	DUANE TAKAYAMA	13457	12/20/2023	12/7/23 BBALL OFFICIAL SVCS	90.00
01.0140.1430.5215	DUDEK	13458	12/20/2023	OCT'23 HOUSING ELEMENT CONSULTING SVCS.	776.25
01.0170.1720.5520	ECOLAB PEST ELIM. DIVISION	13459	12/20/2023	NOV'23 PEST CONTROL/ YARD	152.79
01.0160.1610.5520	ECOLAB PEST ELIM. DIVISION	13459	12/20/2023	NOV'23 PEST CONTROL/ CCTR	74.02
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	13459	12/20/2023	NOV'23 PEST CONTROL/ CHALL	208.00
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	13459	12/20/2023	NOV'23 PEST CONTROL/ SCTR	321.59
01.0130.1330.5931	ECS IMAGING INC	13460	12/20/2023	DEC'23-DEC'24 LASERFICHE PF CLOUD	20,670.81
01.0140.1430.5406	EL MONTE PRINTING	13461	12/20/2023	BUSINESS CARDS/ COMM DEV	99.23
01.0140.7020.5406	EL MONTE PRINTING	13461	12/20/2023	BUSINESS CARDS/ CODE ENFORCEMENT	49.61
01.0140.1440.5406	EL MONTE PRINTING	13461	12/20/2023	BUILDING INSPECTOR SUPPLIES	435.49
01.0000.0000.4512	ERIC FIGUEROA	13462	12/20/2023	BBALL FORFEIT REIMB	70.00
01.0000.0000.4554	ERICK PEREZ	13463	12/20/2023	11/28 & 11/30/23 NTP FIELD/ DAMAGE DEP RFND	500.00
01.0000.0000.4554	GENEVIEVE GASCA	13464	12/20/2023	12/2/23 COMM RM DAMAGE DEP RFND	50.00
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	13465	12/20/2023	11/20-11/29/23 MUNI TEMP SVCS/ HR ANAYLST	4,875.00
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	13465	12/20/2023	11/20-11/30/23 MUNI TEMP SVCS/ HR DIRECTOR	10,250.00
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	13465	12/20/2023	12/4-12/14/23 MUNI TEMP SVCS/ HR ANALYST	6,000.00
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	13465	12/20/2023	12/4-12/14 MUNI TEMP SVCS/ HR DIRECTOR	10,250.00
01.0160.1640.5425	HASA INC.	13466	12/20/2023	10/4/23 CHEMICAL DELIVERY	496.84

01.0160.1640.5425	HASA INC.	13466	12/20/2023	12/11/23 CHEMICAL DELIVERY	645.23
06.0300.3010.5215	HUNTINGTON CULINARY	13467	12/20/2023	WEEKLY MEALS/ CI & CII NUTR PRGM	3,133.75
06.0300.3020.5215	HUNTINGTON CULINARY	13467	12/20/2023	WEEKLY MEALS/ CI & CII NUTR PRGM	290.40
06.0300.3010.5215	HUNTINGTON CULINARY	13467	12/20/2023	WEEKLY MEALS/ CI & CII NUTR PRGM	4,214.75
06.0300.3020.5215	HUNTINGTON CULINARY	13467	12/20/2023	WEEKLY MEALS/ CI & CII NUTR PRGM	393.25
01.0000.0000.4512	JASON ORTIZ	13468	12/20/2023	BBALL FORFEIT REIMB	70.00
01.0000.0000.4554	JAZZ JIMENEZ	13469	12/20/2023	12/5/23 SCTR DAMAGE DEPOSIT RFND	50.00
01.0140.1410.5204	JEFFREY MICHAEL ORTIZ	13470	12/20/2023	NOV'23 PC MEETING	150.00
25.0550.5510.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	13471	12/20/2023	SEPT'23 USED OIL RECYCLING SVCS	377.50
01.0140.1410.5204	KENNETH EUEKHEANG TANG	13472	12/20/2023	NOV'23 PC MEETING	150.00
40.0900.9000.5968	KIMLEY-HORN AND ASSOCIATES, INC.	13473	12/20/2023	AUG'23 HSIP CYCLE 10 PJT MGMT #296	6,107.65
40.0900.9000.5968	KIMLEY-HORN AND ASSOCIATES, INC.	13473	12/20/2023	OCT'23 HSIP CYCLE 10 PJT MGMT #296	2,912.54
01.0110.1110.5633	L.A. COUNTY SHERIFF'S DEPT.	13474	12/20/2023	10/5/23 SPECIAL EVENT NIGHT MARKET SVCS	5,696.23
01.0110.1110.5635	L.A. COUNTY SHERIFF'S DEPT.	13474	12/20/2023	OCT'23 TRAFFIC ENFORCEMENT	1,806.52
01.0140.1410.5204	LARRY RODRIGUEZ	13475	12/20/2023	NOV'23 PC MEETING	150.00
01.0160.1620.5520	LBC LIGHTING	13476	12/20/2023	EXIT SIGNS & EMGR LIGHTS	97.91
01.0140.1410.5204	LEONEL A. BARRERA JR	13477	12/20/2023	NOV'23 PC MEETING	150.00
01.0120.1210.5406	OFFICE DEPOT	13478	12/20/2023	OFFICE SUPPLIES CREDIT	(14.73)
01.0120.1210.5406	OFFICE DEPOT	13478	12/20/2023	OFFICE SUPPLIES	24.72
01.0170.1020.5956	OLEGARIO PEREZ	13479	12/20/2023	CY 2023 BOOT ALLOWANCE	200.00
02.0170.1760.5540	PACIFIC PRODUCTS AND SERVICES LLC	13480	12/20/2023	STREET SIGN POLES	1,212.75
02.0170.1760.5540	PACIFIC PRODUCTS AND SERVICES LLC	13480	12/20/2023	STREET SIGN POLES	1,433.25
02.0170.1760.5540	PACIFIC PRODUCTS AND SERVICES LLC	13480	12/20/2023	SOLOR STOP SIGN SYSTEM	1,984.50
01.0151.1543.5952	PREMIER JANITORIAL SERVICES	13481	12/20/2023	RSTRM & WASH STATION RENTAL/ NIGHT MARKET	427.77
01.0151.1543.5952	PREMIER JANITORIAL SERVICES	13481	12/20/2023	10/31/23 RESTROOM RENTAL/ HARVEST FESTIVAL	427.77
01.0151.1543.5952	PREMIER JANITORIAL SERVICES	13481	12/20/2023	CHAIR RENTAL/ TREE LIGHTING CEREMONY	441.00
01.0130.1330.5950	QUADIENT LEASING USA, INC.	13482	12/20/2023	DEC'23-MAR'23 QUARTERLY LEASE	438.62
01.0130.1330.5950	QUADIENT LEASING USA, INC.	13482	12/20/2023	JAN-APR'24 QUARTERLY LEASE	739.20
01.0100.1020.5405	QUENCH USA, INC.	13483	12/20/2023	OCT-NOV'23 WATER FILTER & INSTALL	242.02
01.0160.1620.5520	QUENCH USA, INC.	13483	12/20/2023	NOV'23 WATER FILTER/ SCTR	75.11
01.0100.1020.5405	QUENCH USA, INC.	13483	12/20/2023	DEC'23 WATER FILTER/ CHALL	56.23
01.0160.1620.5520	QUENCH USA, INC.	13483	12/20/2023	DEC'23 WATER FILTER/ SCTR	64.95
44.0800.8010.5982	REGIONAL TAP SERVICE CENTER	13484	12/20/2023	NOV'23 BUS PASSES	80.64
01.0151.1541.5215	REUBEN PACHECO	13485	12/20/2023	12/5/23 BBALL OFFICIAL SVCS	90.00
01.0151.1541.5215	REUBEN PACHECO	13485	12/20/2023	12/07/23 BBALL OFFICIAL SVCS	90.00
01.0151.1541.5215	ROMAN GALLARDO JR.	13486	12/20/2023	12/2/23 BBALL OFFICIAL SVCS	210.00
01.0000.0000.4512	SALVADOR BOBADILLA	13487	12/20/2023	BBALL FORFEIT REIMB	70.00
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	13488	12/20/2023	10/5/23 PUBLISH NOTICE/ ORDINANCE 1268	184.89
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	13488	12/20/2023	10/19/23 PUBLISH NOTICE/ ORDINANCE 1269	184.89
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	13488	12/20/2023	11/2/23 PUBLISH NOTICE/ ORDINANCE 1269	170.62
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	13488	12/20/2023	11/2/23 PUBLISH NOTICE/ PH CC-CUP 23-03	291.91
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	13488	12/20/2023	11/20 & 11/27/23 PUBLISH CITY NOTICES	1,033.88
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	13488	12/20/2023	11/23/23 PUBLISH NOTICE/ ORDINANCE 1270	220.56
01.0100.1020.5912	SGV CITY MANAGERS' ASSOCIATION	13489	12/20/2023	12/13/23 HOLIDAY LUNCHEON	135.00
01.0120.1210.5933	SOCAL SHRED LLC	13490	12/20/2023	NOV'23 SHREDDING SVCS	171.00
01.0160.1620.5520	SOUTHEAST CONSTRUCTION PRODUCTS, INC	13491	12/20/2023	CURB MARKING PAINT/ SCTR	92.21
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	13492	12/20/2023	NOV'23 TRAFFIC MAINT	771.00
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	13492	12/20/2023	NOV'23 RESPONSE BILLING	1,898.50
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	13492	12/20/2023	NOV'23 GARVEY & CHICO REPAIR	10,119.37
70.0900.9020.5215	STATE WATER RESOURCES CONTROL BOARD	13493	12/20/2023	7/1/23-6/30/24 NPDES SW PERMIT	10,602.00
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	13494	12/20/2023	TORTILLAS & FIBERBREAD/ CI NUTR PRGM	46.66
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	13494	12/20/2023	TORTILLAS & FIBERBREAD/ CII NUTR PRGM	5.18

06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	13494	12/20/2023	ROLLS & TORTILLAS/ CI & CII NUTR PRGM	57.46
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	13494	12/20/2023	ROLLS & TORTILLAS/ CI & CII NUTR PRGM	6.38
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	13494	12/20/2023	FROZEN DINNER/ CII NUTR PRGM	65.88
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	13494	12/20/2023	MEAL PURCHASE/ CI & CII NUTR PRGM	110.43
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	13494	12/20/2023	MEAL PURCHASE/ CI & CII NUTR PRGM	12.27
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	13494	12/20/2023	FIBER BREAD & TORTILLAS/ CI & CII NUTR PRGM	134.12
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	13494	12/20/2023	FIBER BREAD & TORTILLAS/ CI & CII NUTR PRGM	14.90
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	13494	12/20/2023	BREAD & TORTILLAS/ CI & CII NUTR PRGM	71.75
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	13494	12/20/2023	BREAD & TORTILLAS/ CI & CII NUTR PRGM	7.97
01.0100.1050.5936	TAG/AMS, INC.	13495	12/20/2023	SEPT'23 RANDOM DRUG TEST	90.00
01.0100.1040.5921	THE SAUCE CREATIVE SERVICES CORP.	13496	12/20/2023	DEC'23 NEWSLETTER	6,299.41
01.0100.1020.5215	TOWNSEND PUBLIC AFFAIRS	13497	12/20/2023	DEC'23 CONSULTING SVCS	6,750.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13498	12/20/2023	SEPT'23 ENGINEER SVCS	13,770.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13498	12/20/2023	SEPT'23 PJT MGMT#295	4,615.00
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	13498	12/20/2023	SEPT'23 TRAFFIC ENG SVCS	125.00
68.0900.9080.5969	TRANSTECH ENGINEERING, INC.	13498	12/20/2023	SEPT'23 PJT MGMT #140	1,210.00
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	13498	12/20/2023	SEPT'23 TRAFFIC ENG SVCS	250.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13498	12/20/2023	SEPT'23 PJT MGMT SVCS #296	162.50
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	13498	12/20/2023	SEPT'23 ENGINEER SVCS	562.50
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	13498	12/20/2023	SEPT'23 TRAFFIC ENG SVCS	777.50
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	13498	12/20/2023	SEPT'23 ENGINEER SVCS	500.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13498	12/20/2023	SEPT'23 PJT MGMT	484.00
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	13498	12/20/2023	SEPT'23 ENGINEER SVCS	656.25
07.0190.1930.5968	TRANSTECH ENGINEERING, INC.	13498	12/20/2023	SEPT'23 PJT MGMT #628	31,726.00
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	13498	12/20/2023	SEPT'23 ENGINEER SVCS	625.00
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	13498	12/20/2023	SEPT'23 TRAFFIC ENG SVCS	187.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13498	12/20/2023	SEPT'23 PJT MGMT	4,050.00
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	13498	12/20/2023	SEPT'23 TRAFFIC ENG SVCS/ 10665 RUSH ST	336.25
01.0140.1440.5215	TRANSTECH ENGINEERING, INC.	13498	12/20/2023	SEPT'23 PLAN CHECK SVCS	10,789.28
01.0130.1310.5215	TRUSAIC	13499	12/20/2023	DEC'23 ACA MONTHLY	1,040.40
01.0000.0000.4554	VERONICA LOERA	13500	12/20/2023	12/2/23 SCTR DAMAGE DEP RFND	500.00
01.0151.1541.5215	VIEN HO	13501	12/20/2023	12/6/23 BBALL OFFICIAL SVCS	90.00
02.0170.1760.5540	VULCAN MATERIALS COMPANY	13502	12/20/2023	ASPHALT/ ALPACA	461.89
01.0170.1710.5520	WATER CHEMISTS,DIV. OF CCI CHEMICAL	13503	12/20/2023	DEC'23 H2O TREATMENT	200.00
01.0160.1650.5520	WHITTIER FERTILIZER	13504	12/20/2023	NTP FIELD REPAIRS	297.68
01.0170.1020.5956	JOSEPH SAUCEDO	13505	12/20/2023	CY 2023 BOOT ALLOWANCE	200.00
01.0000.0000.2225	BRIANNA BADAR	13506	12/21/2023	OVERPAYMENT INSURANCE REFUND	89.05
01.0000.0000.2224	STANDARD INSURANCE	13507	12/21/2023	JAN'24 LIFE AD&D & SUPPLEMENTAL	400.91
01.0000.0000.2225	STANDARD INSURANCE	13508	12/21/2023	JAN'24 LIFE AD&D	5,748.28
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	13509	12/27/2023	PPE 12/23/23	5,995.00
01.0000.0000.2235	NATIONWIDE RETIREMENT SOLUTIONS	13510	12/27/2023	PPE 12/23/23	3,750.00
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	13511	12/27/2023	A.R GARNISHMENT PPE 12/23/23	8.15
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	13512	01/03/2024	DEC'23 ADMIN	1,428.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	13512	01/03/2024	DEC'23 MISC	550.00
01.0000.0000.2240	VONS CREDIT UNION	13513	01/03/2024	DEC'23	97.50
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	13514	01/03/2024	2024 CALENDARS	42.53
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	13514	01/03/2024	SUPPLIES/ PW ANALYST	8.62
01.0151.1546.5406	AMAZON CAPITAL SERVICES, INC	13514	01/03/2024	CHRISTMAS WISH SUPPLIES	197.87
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	13514	01/03/2024	OFFICE SUPPLIES	58.55
01.0000.0000.4554	ASHLEY CASTORENA	13515	01/03/2024	12/16/23 MVD COMM RM/ DEPOSIT RFND	50.00
01.0151.1543.5952	BMI	13516	01/03/2024	10/1/23-9/30/24 MUSIC LICENSE RENEWAL	427.32
01.0170.1020.5505	BORREGO ENERGY, LLC	13517	01/03/2024	OCT'23 SOLAR MTNC CHARGE	65.45

01.0130.1330.5215	CALIFORNIA COMMUNICATION	13518	01/03/2024	9/8-12/8/23 SURVEILLANCE/ CHALL	982.80
01.0130.1330.5215	CALIFORNIA COMMUNICATION	13518	01/03/2024	9/8-12/8/23 SURVEILLANCE CCTR/POOL	1,263.84
01.0130.1330.5215	CALIFORNIA COMMUNICATION	13518	01/03/2024	9/8-12/8/23 SURVEILLANCE/ MCTR	759.27
01.0130.1330.5215	CALIFORNIA COMMUNICATION	13518	01/03/2024	9/17-12/17/23 SURVEILLANCE NTP/MVD/ SKATE PARK	1,308.48
01.0130.1330.5215	CALIFORNIA COMMUNICATION	13518	01/03/2024	BRIDGE EQUIPMENT BUY OUT	10,000.00
01.0130.1310.5903	CALIFORNIA MUNICIPAL STATISTICS, INC	13519	01/03/2024	PROPERTY TAX SVCS	400.00
01.0100.1050.5934	DEPT. OF JUSTICE-ACCOUNTING OFFICE	13520	01/03/2024	NOV'23 FINGERPRINTS	288.00
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	13521	01/03/2024	MILK/ CI & CII NUTR PRGM	182.20
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	13521	01/03/2024	MILK/ CI & CII NUTR PRGM	20.24
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	13521	01/03/2024	MILK/ CI & CII NUTR PRGM	214.09
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	13521	01/03/2024	MILK/ CI & CII NUTR PRGM	23.78
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	13522	01/03/2024	12/18-12/25/23 MUNI TEMP SVCS/ HR ANALYST	3,450.00
01.0170.1475.5215	GWMA	13523	01/03/2024	INSTALL/ MONITORING EQUIPMENT 22-23	1,180.71
01.0170.1475.5215	GWMA	13523	01/03/2024	INSTALL/ MONITORING EQUIPMENT	1,357.81
01.0130.1310.5904	HINDERLITER, DE LLAMAS & ASSOC	13524	01/03/2024	OCT-DEC'23 TRANSACTION TAX	600.00
06.0300.3010.5215	HUNTINGTON CULINARY	13525	01/03/2024	12/11-12/15/23 CI & CII NUTR PRGM	4,226.25
06.0300.3020.5215	HUNTINGTON CULINARY	13525	01/03/2024	12/11-12/15/23 CI & CII NUTR PRGM	393.25
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	13526	01/03/2024	NOV'23 GRANT SPL ASSIGN DEPUTY	18,883.78
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	13526	01/03/2024	NOV'23 B/W PATROL FORD EXPLR	17,640.16
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	13526	01/03/2024	NOV'23 LAW ENFORCEMENT SVCS	332,863.76
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	13526	01/03/2024	NOV'23 SPL ASSIGN DEPUTY	108,072.64
01.0110.1110.5610	L.A. COUNTY SHERIFF'S DEPT.	13526	01/03/2024	NOV'23 LIABILITY INSURANCE	55,178.42
68.0900.9000.6025	LOC, INC	13527	01/03/2024	NTP/ PARK IMPROVEMENTS #252	3,125.00
15.0450.4510.6025	LOS ANGELES COUNTY RECORDER	13528	01/03/2024	DOCUMENT HANDLING FEE/ NTP	75.00
01.0000.0000.4250	MARIZA GOMEZ	13529	01/03/2024	BLD'G PERMIT RFND/ RES-ACC-22-019	339.70
44.0800.8020.5215	PACIFIC COAST SIGHTSEEING TOURS & CHARTERS INC	13530	01/03/2024	12/15/23 SENIOR SVCS/ TRANSPORTATION SVCS	1,396.94
44.0800.8020.5215	PACIFIC COAST SIGHTSEEING TOURS & CHARTERS INC	13530	01/03/2024	12/20/23 COMM SVCS- TRANSPORTATION SVCS	1,250.00
01.0120.1210.5920	QUALITY CODE PUBLISHING	13531	01/03/2024	MUNICIPAL CODE SUPPLEMENTS	1,091.00
01.0130.1310.5280	SECTRAN SECURITY INC.	13532	01/03/2024	DEC'23 ARMORED SVCS	188.19
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	13533	01/03/2024	TORTILLAS & DRESSING/ CI & CII NUTR PRGM	62.88
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	13533	01/03/2024	TORTILLAS & DRESSING/ CI & CII NUTR PRGM	6.98
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	13533	01/03/2024	BREAD/ CI & CII NUTR PRGM	101.93
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	13533	01/03/2024	BREAD/ CI & CII NUTR PRGM	11.32
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13534	01/03/2024	SEPT'23 PJT MGMT	4,763.00
01.0130.1310.5215	TRUSAIC	13535	01/03/2024	JAN'24 ACA MONTHLY	1,061.21
01.0150.1530.5952	WINNER INTERNATIONAL INC.	13536	01/03/2024	BALLOONS/ NEW YEARS LUNCHEON	15.16
01.0130.1330.5950	XEROX CORPORATION	13537	01/03/2024	11/30-12/29/23 COPIER LEASE	1,547.99
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0001265	12/08/2023	RE-OCCURRING PHONE CHARGES	6.99
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0001265	12/08/2023	CITY COUNCIL HOT SPOTS	220.00
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0001265	12/08/2023	RE-OCCURRING PHONE CHARGES	55.00
01.0000.0000.2225	AFLAC WORLDWIDE HEADQUARTERS	DFT0001266	12/06/2023	NOV'23 INSURANCE	1,322.84
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001267	12/07/2023	PPE 11/25/23 RATE PLAN 27216	14,965.71
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001267	12/07/2023	PPE 11/25/23 RATE PLAN 685	9,426.39
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001267	12/07/2023	PPE 11/25/23 RATE PLAN 23047	1,990.62
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0001268	12/06/2023	PPE 11/25/23 FEDERAL	18.79
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001268	12/06/2023	PPE 11/25/23 MEDICARE	39.40
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001268	12/06/2023	PPE 11/25/23 FICA	168.46
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0001269	12/04/2023	PPE 11/25/23 FEDERAL	15,899.65
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001269	12/04/2023	PPE 11/25/23 FICA	19,587.70
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001269	12/04/2023	PPE 11/25/23 MEDICARE	4,804.08
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001270	12/07/2023	PPE 11/25/23 STATE WTHD'G	14.63
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001271	12/04/2023	PPE 11/25/23 STATE WTHD'G	5,428.93

01.0000.0000.2230	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001271	12/04/2023	PPE 11/25/23 UI TAX WTHD'G	202.22
01.0000.0000.2230	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001271	12/04/2023	PPE 11/25/23 TNG TAX WTHD'G	10.12
01.0140.1100.5406	HOME DEPOT CREDIT SERVICES	DFT0001272	11/27/2023	REFRIGERATOR/ CODE ENFORCEMENT	477.85
01.0151.1543.5952	HOME DEPOT CREDIT SERVICES	DFT0001272	11/27/2023	RUBBER HOSES-SPRAY & EXTENSIONS	1,677.32
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0001272	11/27/2023	SUPPLIES/ BOXING GYM	50.26
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0001272	11/27/2023	DRILL BIT/ WALL	19.59
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0001272	11/27/2023	TOILET REPAIR SUPP/ BOXING GYM	14.61
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0001272	11/27/2023	COMM ROOM SUPP/ BOXING GYM	404.72
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0001272	11/27/2023	SUPPLIES/ SCTR POOL RM	157.26
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0001272	11/27/2023	CEILING TILE SILICONE SUPPLIES	152.20
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0001272	11/27/2023	COMM RM PAINT	96.07
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0001272	11/27/2023	EXTERIOR DOOR FRAME SUPPLIES	80.85
01.0160.1640.5520	HOME DEPOT CREDIT SERVICES	DFT0001272	11/27/2023	PIPE REPAIR SUPPLIES	32.96
01.0160.1650.5520	HOME DEPOT CREDIT SERVICES	DFT0001272	11/27/2023	INSTALL CONCRETE SUPPLIES/ NTP	83.22
01.0160.1670.5520	HOME DEPOT CREDIT SERVICES	DFT0001272	11/27/2023	RESPIRATORS/ RESTROOM PAINT SUPP	109.96
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0001272	11/27/2023	MAINTENANCE SUPP/ CITY HALL	399.95
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0001272	11/27/2023	MODULAR PLUG & CABLE	70.48
01.0170.1720.5520	HOME DEPOT CREDIT SERVICES	DFT0001272	11/27/2023	KEYS/ MAINT YARD	13.13
01.0170.1740.5962	HOME DEPOT CREDIT SERVICES	DFT0001272	11/27/2023	SMALL TOOLS	84.77
01.0170.1740.5962	HOME DEPOT CREDIT SERVICES	DFT0001272	11/27/2023	STAPLE GUN & STAPLES	45.14
01.0170.1750.5962	HOME DEPOT CREDIT SERVICES	DFT0001272	11/27/2023	TOOL REPLACEMENT	37.42
01.0170.1760.5540	HOME DEPOT CREDIT SERVICES	DFT0001272	11/27/2023	CABLE TIE/ ST MTNC	236.06
01.0170.1760.5545	HOME DEPOT CREDIT SERVICES	DFT0001272	11/27/2023	PRO FRAME & ROLLER GRAFFITI REMOVAL	176.90
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001273	11/24/2023	10/12-11/9/23 2022 N CENTRAL	95.74
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001274	11/24/2023	10/12-11/9/23 1824 N CENTRAL	492.30
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001275	11/24/2023	10/12-11/9/23 2000 IRRIG SANTA ANITA	77.52
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001276	11/24/2023	10/16-11/14/23 2620 ROSEMEAD	159.56
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001277	11/29/2023	10/16-11/14/23 2464 ROSEMEAD	191.46
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001278	11/24/2023	10/12-11/9/23 1900 N CENTRAL	136.75
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001279	11/24/2023	10/12-11/9/23 10452 E RUSH	86.63
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001280	11/24/2023	10/12-11/9/23 1819 N CENTRAL	246.24
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001281	11/24/2023	10/12-11/9/23 1707 N MERCED	63.81
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001282	11/24/2023	10/12-11/9/23 10/12-11/9/23 1819 N MERCED	241.56
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001283	11/24/2023	10/12-11/9/23 1556 N CENTRAL	446.74
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001284	11/24/2023	10/12-11/9/23 1530 N CENTRAL	273.58
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001285	11/24/2023	10/12-11/9/23 1415 N SANTA ANITA	337.37
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001286	11/24/2023	10/12-11/9/23 N LERMA / MILLET	237.12
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001287	11/24/2023	10/12-11/9/23 1500 N CENTRAL	1,080.13
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001288	11/24/2023	10/12-11/9/23 N/E MERCED SANTA ANITA	136.78
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001289	11/24/2023	10/12-11/9/23 MERCED N/W SANTA ANITA	59.26
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001290	11/24/2023	10/12-11/9/23 1652 IRRIG TYLER	159.56
01.0170.1730.5705	SO CAL GAS	DFT0001291	11/28/2023	10/16-11/15/23 1824 CENTRAL AVE	94.81
01.0170.1730.5705	SO CAL GAS	DFT0001292	11/28/2023	10/16-11/15/23 1450 LIDCOMBE AVE	94.81
01.0170.1730.5705	SO CAL GAS	DFT0001293	11/28/2023	10/16-11/15/23 1556 CENTRAL AVE	552.56
01.0170.1730.5705	SO CAL GAS	DFT0001294	11/28/2023	10/16-11/15/23 1530 CENTRAL AVE	183.52
01.0170.1730.5705	SO CAL GAS	DFT0001295	11/28/2023	10/16-11/15/23 1900 CENTRAL AVE	93.07
01.0170.1730.5705	SO CAL GAS	DFT0001296	11/28/2023	10/16-11/15/23 1500 CENTRAL AVE	3,149.18
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001297	11/29/2023	10/13-11/13/23 1824 CENTRAL AVE	951.31
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001298	11/29/2023	10/13-11/13/23 1556 CENTRAL AVE	1,976.20
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001299	11/29/2023	10/13-11/13/23 1530 CENTRAL AVE	2,319.59
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001300	11/29/2023	10/13-11/13/23 1415 SANTA ANITA AVE	1,785.63
01.0140.1100.5406	SPARKLETTTS	DFT0001301	11/21/2023	OCT'23 WATER SVCS	48.96

01.0140.7020.5406	SPARKLETTS	DFT0001301	11/21/2023	OCT'23 WATER SVCS	48.96
01.0000.0000.2224	WASHINGTON NATIONAL INSURANCE CO	DFT0001302	12/06/2023	DEC'23 SUPPLEMENTAL LIFE INSURANCE	970.26
02.0170.1760.5550	ATHENS SERVICES	DFT0001303	12/15/2023	DEC'23 SWEEPER SVCS	6,140.00
01.0000.0000.2250	CALPERS	DFT0001304	12/20/2023	JAN'24 ACTIVE EMPLOYEE PREMIUM	88,120.17
01.0100.1050.5941	CALPERS	DFT0001304	12/20/2023	JAN'24 ADMIN FEE/ RETIRED	23.97
01.0100.1050.5941	CALPERS	DFT0001304	12/20/2023	JAN'24 ADMIN FEE/ ACTIVE	281.98
01.0100.1050.5945	CALPERS	DFT0001304	12/20/2023	JAN'24 EMPLOYER SHARE OF RETIRED	1,099.00
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001305	12/15/2023	PPE 12/9/23 RATE PLAN 685	9,381.32
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001305	12/15/2023	PPE 12/9/23 RATE PLAN 27216	15,504.98
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001305	12/15/2023	PPE 12/9/23 RATE PLAN 23047	1,990.62
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001306	01/04/2024	DEC'23 RATE PLAN 27216	349.64
01.0100.1050.5947	CALPERS RETIREMENT	DFT0001307	12/20/2023	2023 RPLCMT BENEFIT CONTRIBUTION	7,445.16
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001308	01/04/2024	PPE 12/23/23 RATE PLAN 27216	15,100.15
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001308	01/04/2024	PPE 12/23/23 RATE PLAN 23047	1,990.62
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001308	01/04/2024	PPE 12/23/23 RATE PLAN 685	9,399.99
01.0000.0000.2260	DELTA DENTAL OF CALIFORNIA	DFT0001309	12/20/2023	JAN'24 DENTAL	6,039.63
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0001310	12/15/2023	PPE 12/9/23 FEDERAL	22,438.33
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001310	12/15/2023	PPE 12/9/23 FICA	30,739.68
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001310	12/15/2023	PPE 12/9/23 MEDICARE	7,416.62
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0001311	12/28/2023	PPE 12/23/23 FEDERAL	19,250.76
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001311	12/28/2023	PPE 12/23/23 FICA	25,724.28
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001311	12/28/2023	PPE 12/23/23 MEDICARE	6,306.32
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001312	12/15/2023	PPE 12/9/23 TNG WTHD'G	12.20
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001312	12/15/2023	PPE 12/9/23 UI TAX WTHD'G	243.43
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001312	12/15/2023	PPE 12/9/23 STATE WTHD'G	7,535.29
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001313	12/28/2023	PPE 12/23/23 STATE WTHD'G	6,594.45
01.0000.0000.2230	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001313	12/28/2023	PPE 12/23/23 TNG WTHD'G	11.55
01.0000.0000.2230	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001313	12/28/2023	PPE 12/23/23 UI TAX WTHD'G	230.82
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001314	12/27/2023	CASE 200000002135289	780.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001314	12/27/2023	CASE 1457313	402.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001314	12/27/2023	CASE 0980438	150.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001314	12/27/2023	CASE 200000002163990	359.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001315	12/27/2023	CASE 0980438	150.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001315	12/27/2023	CASE 1457313	402.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001315	12/27/2023	CASE 200000002135289	780.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001315	12/27/2023	CASE 200000002163990	359.00
01.0170.1770.5950	JCB FINANCE, PROG. BANK OF THE WEST	DFT0001316	12/18/2023	DEC'23 TRACTOR LEASE	1,694.67
01.0100.1020.5916	QUADIENT LEASING USA, INC.	DFT0001317	12/21/2023	SUPPLY LABELS	191.67
01.0100.1020.5916	QUADIENT LEASING USA, INC.	DFT0001317	12/21/2023	POSTAGE	2,000.00
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001318	12/21/2023	11/6-12/6/23 1628 IRRIG DURFEE	264.47
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001319	12/22/2023	11/9-12/11/23 1819 N MERCED	123.08
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001320	12/22/2023	11/9-12/11/23 2000 IRRIG SANTA ANITA	72.96
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001321	12/21/2023	11/6-12/6/23 1502 IRRIG PECK	351.04
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001322	12/21/2023	11/6-12/6/23 THIENES / PARKWAY	27.36
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001323	12/22/2023	11/7-12/7/23 2018 DURFEE	228.01
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001324	12/21/2023	11/6-12/6/23 1710 IRRIG DURFEE	228.01
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001325	12/22/2023	11/9-12/11/23 2022 N CENTRAL	72.96
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001326	12/22/2023	11/7-12/7/23 1903 IRRIG DURFEE	136.78
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001327	12/11/2023	10/24-11/22/23 1556 IRRIG CENTRAL	371.23
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001328	12/11/2023	10/24-11/22/23 1341 ISLAND/SANTA ANITA	42.98
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001329	12/22/2023	11/9-12/11/23 1500 N CENTRAL	1,203.16
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001330	12/11/2023	10/24-11/22/23 1819 CENTRAL	625.11

01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001331	12/11/2023	10/24-11/22/23 1500 CENTRAL	609.49
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001332	12/21/2023	11/6-12/6/23 1508 IRRG PECK	273.58
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001333	12/11/2023	10/24-11/22/23 1450 LIDCOMBE	273.58
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001334	12/11/2023	10/24-11/22/23 1402 IRR LERMA	2,289.02
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001335	12/22/2023	11/9-12/11/23 1824 N CENTRAL	437.62
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001336	12/22/2023	11/7-12/7/23 11016 GOMEZ PALACIO	27.36
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001337	12/22/2023	11/9-12/11/23 1819 N CENTRAL	250.79
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001338	12/21/2023	11/6-12/6/23 1222 IRRIG PECK	310.03
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001339	12/11/2023	10/24-11/22/23 1415 IRRG SANTA ANITA	570.43
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001340	12/18/2023	12/1/23-1/1/24 1900 N CENTRAL	108.44
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001341	12/21/2023	11/6-12/6/23 FARNDON-PECK	72.96
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001342	12/22/2023	11/9-12/11/23 1652 IRRIG TYLER	150.45
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001343	12/18/2023	12/1/23-1/1/24 1415 N SANTA ANITA	72.29
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001344	12/21/2023	11/6-12/6/23 1109 IRRIG PECK	218.90
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001345	12/11/2023	10/24-11/22/23 1530 IRRG CENTRAL	386.85
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001346	12/22/2023	11/9-12/11/23 1556 N CENTRAL	364.71
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001347	12/22/2023	11/9-12/11/23 1530 N CENTRAL	291.81
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001348	12/27/2023	11/13-12/12/23 2004 IRRIG ROSEMEAD	27.36
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001349	12/11/2023	10/24-11/22/23 1450 LIDCOMBE	3,000.75
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001350	12/22/2023	11/8-12/8/23 1450 LIDCOMBE AVE	218.90
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001351	12/27/2023	11/13-12/12/23 2218 ROSEMEAD	136.78
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001352	12/28/2023	11/14-12/13/23 2620 ROSEMEAD	159.56
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001353	12/22/2023	11/9-12/11/23 1707 N MERCED	63.81
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001354	12/22/2023	11/9-12/11/23 N/E MERCED SANTA ANITA	141.33
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001355	12/21/2023	11/6-12/6/23 1660 IRRIG DURFEE	136.78
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001356	12/22/2023	11/9-12/11/23 N LERMA/MILLET	241.68
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001357	12/22/2023	11/9-12/11/23 1900 N CENTRAL	168.65
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001358	12/22/2023	11/9-12/11/23 1415 N SANTA ANITA	346.49
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001359	12/22/2023	11/9-12/11/23 10452 E RUSH	86.63
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001360	12/22/2023	11/8-12/8/23 1675 IRRIG DURFEE	182.34
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001361	12/22/2023	11/9-12/11/23 MERCED N/W SANTA ANITA	59.26
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001362	12/28/2023	11/14-12/13/23 2464 ROSEMEAD	232.47
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001363	12/22/2023	11/7-12/7/23 1926 IRR DURFEE	323.70
01.0170.1730.5705	SO CAL GAS	DFT0001364	12/27/2023	11/15-12/14/23 1530 CENTRAL AVE	490.24
01.0170.1730.5705	SO CAL GAS	DFT0001365	12/12/2023	10/30-11/30/23 1415 SANTA ANITA AVE	154.12
01.0170.1730.5705	SO CAL GAS	DFT0001366	12/27/2023	11/15-12/14/23 1450 LIDCOMBE AVE	91.06
01.0170.1730.5705	SO CAL GAS	DFT0001367	12/27/2023	11/15-12/14/23 1500 CENTRAL AVE	2,618.05
01.0170.1730.5705	SO CAL GAS	DFT0001368	12/27/2023	11/15-12/14/23 1900 CENTRAL AVE	189.75
01.0170.1730.5705	SO CAL GAS	DFT0001369	12/27/2023	11/15-12/14/23 1556 CENTRAL AVE	533.75
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001370	12/13/2023	11/1-11/30/23 2028 CENTRAL AVE	289.34
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001371	12/28/2023	11/14-12/13/23 1824 CENTRAL AVE	715.81
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001372	12/28/2023	11/14-12/13/23 1415 SANTA ANITA	2,071.14
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001373	12/28/2023	11/14-12/13/23 1556 CENTRAL AVE	1,166.50
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0001374	12/19/2023	11/1-11/30/23 STREET LIGHTS	2,316.79
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0001375	12/13/2023	11/1-11/30/23 STREET LIGHTS	4,413.22
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0001376	12/13/2023	11/1-11/30/23 STREET LIGHTS	3,769.01
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001377	12/20/2023	11/7-12/7/23 1459 SANTA ANITA AVE	463.58
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0001378	12/28/2023	11/14-12/13/23 1530 CENTRAL AVE	1,845.22
01.0000.0000.2255	VISION SERVICE PLAN	DFT0001379	12/21/2023	JAN'24 VISION INSURANCE	823.23

Grand Total 1,325,447.47

Authorization Signatures



Rene Salas, City Manager



City Council Agenda Report

Agenda Item No. 7.c.

DATE: January 9, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: CONSIDERATION FOR AUTHORIZATION TO SEEK REQUEST FOR PROPOSALS (RFP) FOR SEWER RATE STUDY

SUMMARY: Staff seeks City Council approval to issue Request for Proposals (RFP) to prepare sewer rate study.

RECOMMENDED ACTION: Staff recommends City Council approve the RFP to solicit proposals from qualified firms to prepare sewer rate study.

FISCAL/FINANCIAL IMPACT: The proposed services will be funded through Sewer Assessment Funds. Staff will return to City Council to award contract after proposals are received.

DISCUSSION: The purpose of this study is to prepare a cost-of-service study, validate the appropriate rate structure, and recommend rates for the City that generate adequate revenue to cover the following:

- Current and future operations and maintenance costs based on established and anticipated regulations and industry best management practices;
- Rate stabilization;
- Capital repair and replacement costs based on the age and condition of infrastructure and systems;
- Major Capital Improvement project costs;
- Maintain an adequate reserve fund;
- Required debt coverage; and
- Necessary studies are required to maintain an efficient and resilient utility, which includes conducting Closed-Circuit Television (CCTV) inspections of the existing sanitary sewer system.

The study will analyze a 20-year period and develop a 5-Year Rate Structure that is in compliance with the California Proposition 218 requirements.

Staff seeks City Council approval to issue Request for Proposals (RFP) for sewer rate study.

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

ATTACHMENT(S):

- A. RFP FOR SEWER RATE STUDY
- B. SEM Sewer Rate Study 2010

ATTACHMENT A

**REQUEST FOR PROPOSALS (RFP)
TO PREPARE SEWER RATE STUDY
IN THE CITY OF SOUTH EL MONTE, CALIFORNIA**

January 10, 2024



DELIVERY ADDRESS

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

REQUIRED NUMBER OF PROPOSALS

Two (2) hard copies and one (1) electronic
copy (pdf)

CONTACT INFORMATION FOR INQUIRIES

contact via e-mail only, no telephone calls

John Poehler
Director of Public Works
jpoehler@soelmonte.org

PROPOSAL DUE DATE

February 7, 2024, 2 pm

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Attachments:

Attachment A - Affidavit of Non-Collusion

Attachment B - Claims History

Attachment C - Sample Professional Services Agreement

Attachment D - 2010 Sewer Rate Study

REQUEST FOR PROPOSALS (RFP) TO PREPARE SEWER RATE STUDY



To interested and qualified Consultants:

The City of South El Monte is soliciting Proposals from qualified firms **to Prepare Sewer Rate Study.**

Requirements for this RFP are enclosed.

In order to be considered in the selection process, interested parties shall submit one (1) hard copy and one (1) electronic copy (pdf) of their Proposals no later than 2 pm on February 7, 2024, to:

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

If you have any questions, please contact via email (no telephone calls):
John Poehler
Director of Public Works
jpoehler@soelmonte.org

Late proposals will not be accepted.

Sincerely,



John Poehler
Director of Public Works
City of South El Monte

**REQUEST FOR PROPOSALS (RFP)
TO PREPARE SEWER RATE STUDY
IN THE CITY OF SOUTH EL MONTE, CALIFORNIA**

January 10, 2024

1. GENERAL INFORMATION

A. Community Profile

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

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

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

B. Overview

The City of South El Monte owns 43.8 miles (231,504 feet) of generally 8" diameter Vitrified Clay Pipe (VCP) sanitary sewers in its public streets, alleys and rights-of-way. The City sewers, via a lateral to each parcel of property, carry the sewage (wastewater) to larger trunk sewers owned and operated by the County Sanitation Districts (CSD) of Los Angeles County. The CSD sewers transport the wastewater to treatment plants located outside of the City. The City local sewers are maintained under an agreement by the Consolidated Sewer Maintenance District (CSMD). The exact age of the City sewer system is not presently known but the majority of the City sewer lines were estimated to be over 50 years of age.

The last Sewer Rate Study was prepared back in 2010. See Attachment D – 2010 Sewer Rate Study for further information. The City is requesting the services of a company to Prepare/Update Sewer Rate Study.

2. PROJECT DESCRIPTION

The City is requesting proposals from qualified firms to prepare a comprehensive wastewater (sewer) rate study. The purpose of this study is to prepare a cost of service study, validate the appropriate rate structure, and recommend rates for the City that generate adequate revenue to cover:

- Current and future operations and maintenance costs based on established and anticipated regulations and industry best management practices;
- Rate stabilization;
- Capital repair and replacement costs based on age and condition of infrastructure and systems;
- Major Capital Improvement project costs;
- An adequate reserve fund;
- Required debt coverage; and
- Necessary studies to maintain an efficient and resilient utility.

The study will analyze a 20-year period and develop a 5-Year Rate Structure that is in compliance with the California Proposition 218 requirements.

3. RFP SCHEDULE

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

Request for Proposals Posted and Issued	January 10, 2024
Deadline for Receipt of Questions	January 26, 2024, 4 pm
Addendum (if necessary) to Respond to Questions	January 31, 2024
Deadline for Receipt of Proposals (RFP Due Date)	February 7, 2024, 2 pm
Evaluation of proposals	February 2024
Final Consultant Selection	February 2024
Contract Awarded by City Council	March 2024
Contract Execution	March 2024
Notice to Proceed	March 2024

4. SCOPE OF SERVICES

The following Scope of Services, as well as the entire RFP, will become part of the Agreement. The Scope of Services includes, but is not limited to, the tasks below, and any other tasks necessary to prepare a comprehensive Sewer Rate Study. The

completeness of the consultant's proposed scope of services will be a consideration in selecting the firm to prepare the City's rate study. The proposer is encouraged to adjust the list of tasks below as necessary to provide the City with a complete rate study.

1. Review requirements, bond covenants, and other contractual requirements and operations of the sewer system.
2. Provide a comparison of current sewer system costs (operations, capital improvements, bonded debt) against appropriate industry benchmarks, and comparable municipal entities in Southern California.
3. Evaluate the existing sewer rate structures for conformance with existing statutory regulations and make recommendations for any changes that are necessary to achieve compliance that is equitable amongst all categories.
4. Identify the various direct costs included in the City's budget including billing and collection and make recommendations for any changes necessary to ensure those direct operational costs are properly aligned with the appropriate enterprise fund.
5. Evaluate the existing sewer connection fee and make recommendations for any changes for "buy-in" and new capacity or development fee to offset demand for future new service locations.
6. Recommend a baseline rate structure required to fund sewer system improvements and maintenance and consider annual inflationary, indexed adjustments to rates needed to maintain utility.
7. Any recommendations made must consider or make provision for the following factors:
 - a. Current and future cost of providing sewer services in conformance with established or anticipated changes to standards and regulations.
 - b. Age and condition of sewer systems and the need to fund long-term capital replacements.
 - c. Changes in various systems as proposed in the 2011 Sewer Master Plan.
8. Develop an understanding of the 2011 Sewer Master Plan and the 5-Year Capital Improvement Plan (CIP) impacts of those plans on future rates.
9. Develop an understanding of the costs and both the tangible and intangible benefits realized by operating the existing sewer systems and quantify the expected changes that will occur with implementation of the City's 5-year CIP plan.
10. Develop an understanding of the existing rate structure and the assumptions underlying the cost distribution to the various rate categories.
11. Develop an understanding of the City's reserve policy and other financial policies, and ensure any recommendations for changes in rates meet the cash flow objectives of those policies.
12. Comment as to the extent to which the projected revenues meet projected operating and capital needs satisfy bond covenants and required and/or recommended reserve levels.
13. Assess existing customer service fee structure and identify other potential areas for service and system charges (plan reviews, sewer service shut-offs, etc.) and recommend changes, if appropriate. Assessment is to note any resulting increase in liability the City may incur as a result of assessing the fees.

14. Propose a methodology for annual inflationary adjustments in compliance with Proposition 218.
 - a. Include a reserve analysis in the financial models.
15. Demonstrate that costs from any proposed modifications are equitably distributed in proportion to the benefit received by the various classifications.
16. Provide justifications for any special classes of customers under the recommended rate structure.
17. Demonstrate that any alternative rate structure is easy to understand and administer and can be accommodated within the existing City's billing system.
18. Demonstrate that any proposed rate structure is in compliance with the rate covenants of the City's outstanding utility bonds.
19. Demonstrate that any proposed modifications to the rates and fees are in conformance with the City's other policy documents.
20. Modify the existing rate model or deliver a new spreadsheet model that reflects any changes to the rate structure accepted by the Council and provide training to staff in running "scenarios" that will allow staff to fully understand how the model operates and how the results of various future recommendations that may be proposed can be illustrated.
21. Provide a model that has a user friendly dashboard with interactive graphics that automatically produces a suite of reports and graphs as inputs are changed. The model will be the property of the City and may be used by the City for any purpose.
22. Conduct analyses as required to address the scope of services.
23. Conduct a detailed review of the existing sewer rates and status of the sewer funds, and develop a general familiarity with the City's billing system.
24. Meet or confer weekly with staff by zoom or similar platform.
25. Attend up to two (2) meetings with the City Council at a Council Meeting to present the study result if needed and obtain their input.
26. Coordinate up to two (2) community meetings to discuss proposed sewer rates. Consultant shall be prepared to present the study to the residents in a public format. Due to unavoidable, the community meetings may need to be conducted via web and/or telecom based.
27. Attend up to two (2) public hearings on the proposed sewer rates.
28. Supply a time schedule for developing the draft reports, draft final reports and final reports.
29. Preliminary Report
 - a. Provide preliminary financial model and proposed 5-Year Rate Structure with three (3) alternative options on the sewer rate structures.
30. Report: City shall confer with Consultant on content of the Final Report to meet Prop 218 requirements. Consultant shall prepare a Draft and a Final Report which shall include but not limited to the following:
 - a. Executive Summary- A narrative to summarize the scope of the study, consultant's findings and recommendations. The narrative should also include proposed sewer rates for the next five years starting with July 1, 2024;
 - b. Introduction - A brief description of the organizational structure, population, service area, sewer system, including facilities, capacity, etc.;

- c. Methodology Used- A description of the methodology used for analyzing the sewer rates and how the study complies with Proposition 218 and other applicable laws;
- d. Overview of financial operations over the last 5 years and Current Financial Condition, including factors attributable to any rate covenant shortfall and corrective recommendations;
- e. A description of the capital improvement program, including State and Federal regulatory requirements, a 5 year summary of proposed capital expenditures, and a statement regarding the sufficiency of improvements to meet operating needs and regulatory requirements and reasonableness of the cost estimates.
- f. Ten Year Financial Plan- Comprehensive revenue and expense projection for the next 10 years and the basis for the growth projection.
- g. Proposed new rate structure that provides adequate revenues generated from rates, that is defensible and equitable across customer classes, and complies with Proposition 218 rate setting. The report shall describe the methodology for the determination of cost responsibility, which may be identified by reference to appropriate industry rate making principles, including guidance associated with designing and developing water rates and charges issued by industry principles recognized by public agencies providing public utility service.
- h. Proposed adjustment schedule using an inflationary formula that is clearly defined and does not exceed the cost of providing the service.
- i. Proposed rate schedule and rate projection that forecasts rates to 10 years and proposed typical bill if proposed rates are adopted.
- j. Provide comparison of proposed and current rates of other communities with similar systems.
- k. Assessment of the current rate structure's suitability for sustaining cost recovery based on customer demands.
- l. Discussion on the revenue sources and requirements as well as projections.
- m. Describe customer classes, describe historical and projected usage.
- n. Describe allocation of revenue requirements to various customer classifications, by system function, unit cost of service and cost components.
- o. Discuss adequacy of current rates and need for rate increase.
- p. Discuss proposed rates.
- q. Discuss the equity of recommended sewer rates for all types of property ownership.
- r. The study shall include an assessment of the revenue stream generated by the recommended rates and their ability to continue to fully fund sewer system costs and statutory regulations and standards.
- s. Assess existing customer service fee structure and identify other potential areas for service and system charges (plan reviews, sewer service shut-offs, etc.) and recommend changes, if appropriate. Assessment is to note any resulting increase in liability the City may incur as a result of assessing the fees.

- t. Provide an easy-to-use electronic rate model for the City to use in future rate setting.
 - u. Submit electronic copy of the Draft and Final Report.
 - v. If needed, provide hard copy of the Draft Final Report prior to adoption.
 - w. Provide word as well as PDF format of the Draft and Final Report.
31. The consultant will provide guidance and advice to City staff to assure compliance with the Proposition 218 process as it applies to water and wastewater services. Provide the City with a written notice to the record owner on the proposed rate adjustment. Provide the City with a public outreach material that can be released in the City's newsletter. It is the intent of the City to complete and adopt, if at all, the Water and Sewer rates together at the conclusion of the Proposition 218 process at a public hearing.
32. Provide an easy-to-use electronic rate model for the City to use in future rate setting.
33. Consultant shall perform and document CCTV inspections of all sewer laterals and sewer mainlines, and prepare inspection report showing point repair locations.

5. KEY PERSONNEL

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

6. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

The RFP includes a sample of City's Professional Services Agreement as Attachment C. Proposers shall review the Agreement and provide a statement that they will comply with all aspects of the Agreement, or provide any comments that they would like the City to consider. The City Attorney will review any comment received and make a final decision if all or part or any of such comments may be considered.

7. INSURANCE COVERAGE LIMITS AND REQUIREMENTS

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

8. CONSULTANT SELECTION METHODOLOGY

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

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

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

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

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

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

9. PREVAILING WAGE RATES

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

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

10. CONTRACT AWARD

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

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

11. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

Please submit your Technical Proposal in the format specified below:

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

Table of Contents: Provide contents of proposal.

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

Section 2: Schedule: Provide a project a detailed schedule. Show project tasks, durations, start and completion dates, time allocations for City review and other regulatory agency review and any outside agencies that may be involved in the review and approval process.

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

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

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

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

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

Section 8. Required Attachments:

Below attachments shall be signed and submitted with the proposal:

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

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

12. FEE ESTIMATE PROPOSAL SUBMITTAL

Fee Proposal shall be submitted in a separate sealed envelope.

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

13. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

John Poehler
Director of Public Works
jpoehler@soelmonte.org

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

14. PROPOSAL SUBMITTAL PROTOCOL

Interested and qualified firms shall submit their proposals as follows:

- **Envelope 1:** Technical Proposal, 2 bound copies and 1 pdf file on thumb drive.
Please indicate on the Proposal Cover:
**TECHNICAL PROPOSAL
TO PREPARE SEWER RATE STUDY**
- **Envelope 2:** Fee Proposal, 1 bound copy and 1 pdf file on thumb drive.
Please indicate on the Proposal Cover:
**FEE PROPOSAL
TO PREPARE SEWER RATE STUDY**

Proposal submittal due date is:

February 7, 2024, 2 pm

Proposals shall be addressed to:

City of South El Monte
City Clerk's Office
1415 Santa Anita Ave.

South El Monte, CA 91733
Attn: John Poehler, Public Works Director

Late proposals will not be accepted.

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

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

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

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

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

END OF RFP

ATTACHMENTS TO FOLLOW

Attachment A	Affidavit of Non-Collusion
Attachment B	Claims History

Attachment C
Attachment D

Sample Professional Services Agreement
2010 Sewer Rate Study

ATTACHMENT A

AFFIDAVIT OF NON-COLLUSION

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

I state that:

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

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

(Authorized Signature)

(Name of Company/Position)

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

Notary Public for California

My Commission Expires: _____

ATTACHMENT B

CLAIMS HISTORY

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

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

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

ATTACHMENT C

SAMPLE PROFESSIONAL SERVICES AGREEMENT

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

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

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this ____ day of _____, 2024 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation (“City”) and _____, _____ (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant’s Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

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

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

(Name)

(Title)

(Name)

(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute

with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be

additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

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

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

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

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

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in

connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, list

s, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and

detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain

or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the

alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of \$ _____ (_____ Dollars) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

7.8 Termination Prior to Expiration of Term.

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

7.9 Termination for Default of Consultant.

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

7.10 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Rene Salas, City Manager

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Address: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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

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

SIGNER IS REPRESENTING:	_____
(NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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☐ GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
☐ OTHER _____	

SIGNER IS REPRESENTING:	_____
(NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

III. Consultant will perform the following Services:

A.

B.

C.

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

A.

B.

C.

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

A.

B.

C.

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

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

A.

B.

C.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

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

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

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

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

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

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

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

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

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

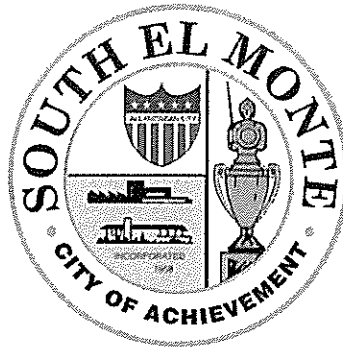
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**

- A.
- B.
- C.

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

ATTACHMENT D

2010 SEWER RATE STUDY



SEWER RATE STUDY

FOR

CITY OF SOUTH EL MONTE

PREPARED BY:

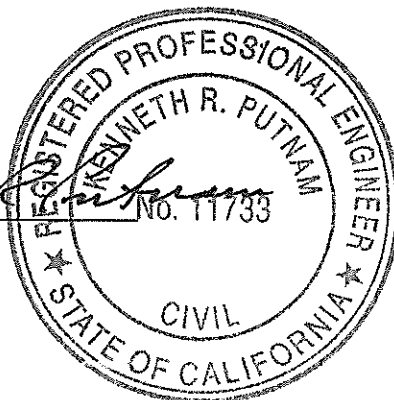


1815 E. HEIM AVENUE, SUITE 100
ORANGE, CALIFORNIA 92865
(714) 940-0100

May 4, 2010

This Report has been prepared
under the direction of:

Kenneth R. Putnam
Ken Putnam, P.E.
CE No. 11733
Exp. 12/31/2010





SEWER RATE STUDY FOR CITY OF SOUTH EL MONTE

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EXECUTIVE SUMMARY

The City of South El Monte owns 43.8 miles (231,504 feet) of generally 8" diameter Vitrified Clay Pipe (VCP) sanitary sewers in its public streets, alleys and rights-of-way. The City sewers, via a lateral to each parcel of property, carry the sewage (wastewater) to larger trunk sewers owned and operated by the County Sanitation Districts (CSD) of Los Angeles County. The CSD sewers transport the wastewater to treatment plants located outside of the City. The City local sewers are maintained under an agreement by the Consolidated Sewer Maintenance District (CSMD). The exact age of the City sewer system is not presently known but the majority of the City sewer lines were estimated to be over 50 years of age.

By use of parcel benefit assessments, both CSMD and CSD annually assess each parcel in the City for the respective sewer service. The present assessments are respectively \$40.40 and \$119.00 per each sewage unit assigned to a parcel. The base sewage unit is one (1) for a single family residence on a parcel of land.

As the estimated wastewater discharge increases for various types of land uses, the number of sewage units will increase; for example, a laundromat is assessed at a higher number of sewage units and its assessment will accordingly be larger.

By laws of the State of California adopted in 2006, each sewer system operator is to review the operation of its sewer system as to capacity and construction condition. As sewers age, cracking and other damage may occur, which can eventually lead to blockages and subsequent spillage. By State laws, significant fines may be imposed by the State Regional Water Quality Control Board for spillages. The City of South El Monte and CSMD began programs in 2009-10 to evaluate the condition of the City sewer system. The evaluations have not yet been completed.

Based on the evaluation to date in South El Monte, which is similar to other cities with similar infrastructure history, it is estimated that as much as 13% (30,000 ft.) of the existing footage of City sewer lines may be in need of repair and/or replacement. In this Report, this is called the "Short-term Program" and it is estimated to cost about \$8.8 million based on 2010 prices. Additionally, it is recommended that 1,700 feet of sewer lines be replaced annually, in order to keep the system in good operation standing. In this Report, this is called the "Long-term Program." This program is estimated to cost about \$581K yearly (based on 2010 prices). The start of the "Long-term Program" is on the 5th year of the program and will continue for the rest of the program years.

The AAE, Inc. (AAE) Team has researched and analyzed various ways to fund said Short-term and Long-term Programs. Options for assessing the sewer maintenance fee with or without sewer CIP Revenue Bonds are considered. The most practical option is a combination of sewer assessment fee collections and issuance of CIP Bonds to be paid back by annual collected assessment fees. Exhibit "1" is the summary of said fund analysis. The proposed sewer assessment rate for one (1) unit is set at \$108.60 for the first year, equivalent to \$9.05 per month per single family home. The parcel assessment would increase annually, based on the consumer price index.



Should the City of South El Monte decide to proceed with the recommended program, the following steps are recommended to be followed.

1. City of South El Monte to review this Sewer Rate Study Report and choose one of the funding alternatives.
2. Prepare an AB218 Study and Report and determine that the benefits of the proposed assessments for the improvement program are related to the cost of the improvements to the property owners of the City who are being assessed.
3. Implement a comprehensive public outreach program.
4. Notify property owners of new sewer fee assessment and opportunity for their protest by mail and/or public hearing meeting set by City Council.
5. Upon completion of the AB218 Study and Report and public hearing, set a date for the City Council to adopt the Short-term and Long-term Programs and establish the sewer fees and notify the County Tax Collector each year of the assessment fees for the Program for each parcel.
6. Create a CIP list for the "Short-term Program" with a specific time line.
7. Issue revenue bonds (if that alternative is chosen) for funding of sewer improvements.
8. Implement Short-term Capital Improvement Program.
9. Implement Long-term Capital Improvement Program.

City of South El Monte

Sewer Rate Study

Year of Program	Annual Unit Sewer Rate	Annual Total Assessment Fee Collection	Bond Proceedings	Total Annual Expenditure	Sewer Fund Balance
1	\$ 108.60	\$ 1,193,243	\$ 8,800,000	\$ 2,019,608	\$ 7,973,635
2	\$ 110.34	\$ 1,212,334	\$ -	\$ 3,651,752	\$ 5,534,217
3	\$ 112.10	\$ 1,231,732	\$ -	\$ 3,737,578	\$ 3,028,370
4	\$ 113.90	\$ 1,251,439	\$ -	\$ 3,653,344	\$ 626,465
5	\$ 115.72	\$ 1,271,462	\$ -	\$ 1,322,327	\$ 575,600
6	\$ 117.57	\$ 1,291,806	\$ -	\$ 1,338,271	\$ 529,135
7	\$ 119.45	\$ 1,312,475	\$ -	\$ 1,354,693	\$ 486,918
8	\$ 121.36	\$ 1,333,474	\$ -	\$ 1,371,607	\$ 448,785
9	\$ 123.30	\$ 1,354,810	\$ -	\$ 1,389,029	\$ 414,567
10	\$ 125.28	\$ 1,376,487	\$ -	\$ 1,406,973	\$ 384,081
11	\$ 127.28	\$ 1,398,511	\$ -	\$ 1,425,456	\$ 357,136
12	\$ 129.32	\$ 1,420,887	\$ -	\$ 1,444,493	\$ 333,529
13	\$ 131.39	\$ 1,443,621	\$ -	\$ 1,464,101	\$ 313,049
14	\$ 133.49	\$ 1,466,719	\$ -	\$ 1,484,298	\$ 295,470
15	\$ 135.63	\$ 1,490,186	\$ -	\$ 1,505,100	\$ 280,557
16	\$ 137.80	\$ 1,514,029	\$ -	\$ 1,526,527	\$ 268,059
17	\$ 140.00	\$ 1,538,254	\$ -	\$ 1,548,596	\$ 257,717
18	\$ 142.24	\$ 1,562,866	\$ -	\$ 1,571,328	\$ 249,255
19	\$ 144.52	\$ 1,587,872	\$ -	\$ 1,594,741	\$ 242,386
20	\$ 146.83	\$ 1,613,278	\$ -	\$ 1,618,857	\$ 236,807
21	\$ 149.18	\$ 1,639,090	\$ -	\$ 1,643,696	\$ 232,202
22	\$ 151.56	\$ 1,665,316	\$ -	\$ 1,669,280	\$ 228,237
23	\$ 153.99	\$ 1,691,961	\$ -	\$ 1,695,632	\$ 224,565
24	\$ 156.45	\$ 1,719,032	\$ -	\$ 1,722,775	\$ 220,823
25	\$ 158.96	\$ 1,746,537	\$ -	\$ 1,750,732	\$ 216,628
26	\$ 161.50	\$ 1,774,481	\$ -	\$ 1,779,527	\$ 211,582
27	\$ 164.08	\$ 1,802,873	\$ -	\$ 1,809,187	\$ 205,268
28	\$ 166.71	\$ 1,831,719	\$ -	\$ 1,839,736	\$ 197,251
29	\$ 169.38	\$ 1,861,026	\$ -	\$ 1,871,201	\$ 187,076
30	\$ 172.09	\$ 1,890,803	\$ -	\$ 1,146,474	\$ 931,405
Total		\$ 45,488,324	\$ 8,800,000	\$ 53,356,918	\$ 931,405



INTRODUCTION / BACKGROUND

The purpose of this Sewer Rate Study by AAE Inc. (AAE) is to recommend a mechanism for the City of South El Monte to fund needed Capital Improvement Program (CIP) for repairs and/or replacements of segments of the City-owned sanitary sewer system.

In 2009, AAE was requested by the City of South El Monte to prepare a Sanitary Sewer Master Plan. Such was completed on April 2009. To prepare the Master Plan, AAE analyzed the sewer system for hydraulic capacity (carrying capacity) to determine if some sewers are undersized for future usage demand as the City develops pursuant to the General Plan. Normally, the Master Plan would also include analysis of structurally deficient sewer lines through review of the TV videoed sewer lines but this is yet to be completed by CSMD and was therefore not included in the Master Plan.

The said Master Plan concluded with recommendations of a Capital Improvement Program with associated costs.

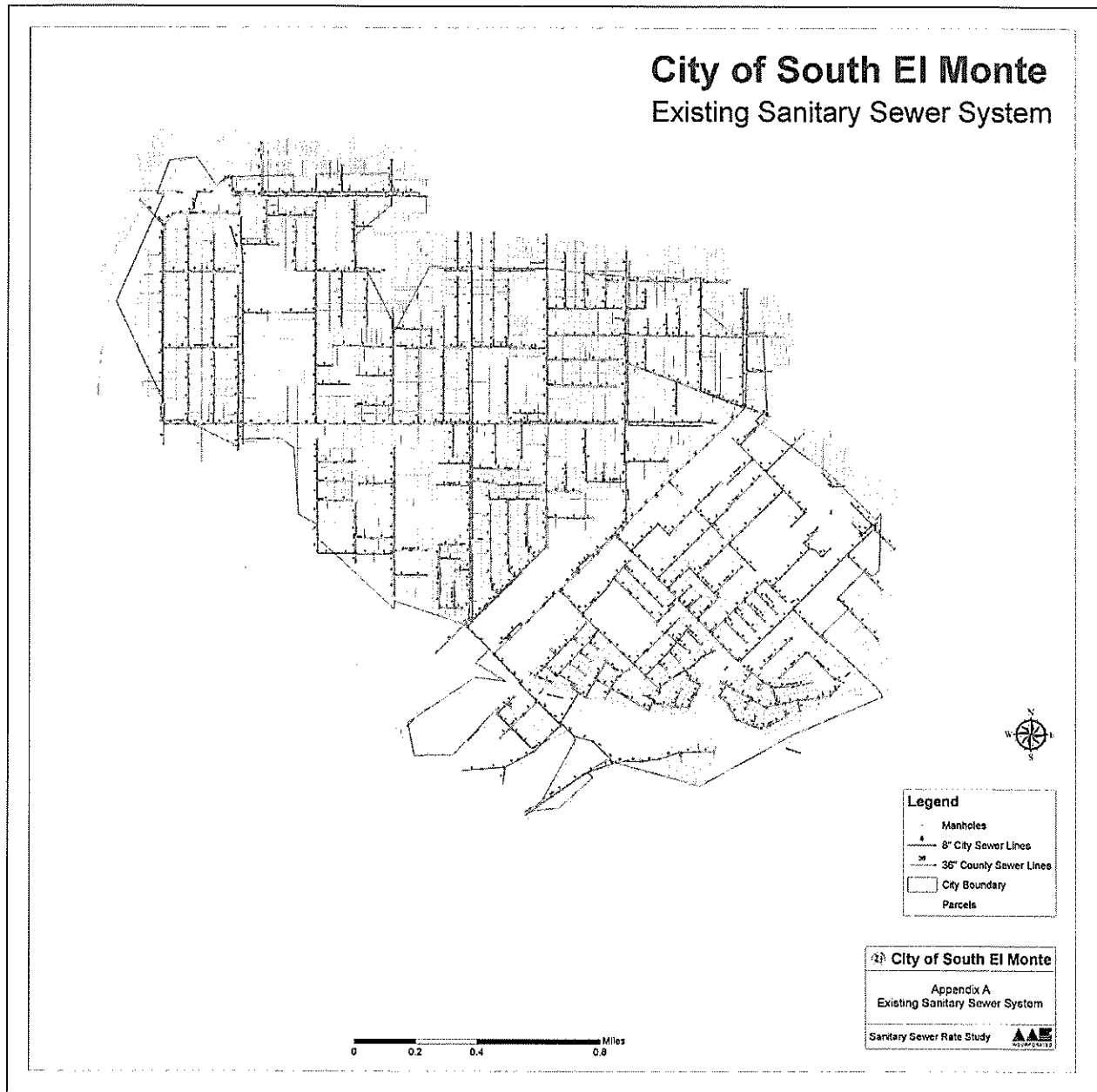
To establish the Capital Improvement Program funding for the City, this Rate Study is being made to supplement related previous studies made over the past several years.

EXISTING SEWER SYSTEM

The City of South El Monte owns its sanitary sewer system. The system consists of 43.8 miles (231,504 feet) of sewer pipeline sized from 6" to 15" in diameter. Exhibit "2" is the City sewer map, which also is provided in Appendix "A" with a full size plan. Additionally, Exhibit "3" is a table providing detailed information on size and length of the City-owned system. More than 86% of pipelines are 8" Vitrified Clay Pipe (VCP). City sewers are generally located in most of the public streets, alleys and within public right-of-ways to serve developed properties in the City. The City sewer lines are maintained by the Consolidated Sewer Maintenance District (CSMD).

The City sewers collect the wastewater sewage locally and transport it to major trunk line sewers of the County Sanitation Districts (CSD), which exist in major streets of the City. The CSD trunk sewer system transports the wastewater to treatment facilities located outside of the City where the wastewater is either treated for reuse or for discharge to the San Pedro Bay portion of the Pacific Ocean.

Recent reviews and studies by CSMD and AAE of the City-owned sewer system have indicated needs for repair and/or replacement work on the existing sewers which are generally older than 50 years of age. As time goes on, it is expected that additional repair and/or replacement work will be needed.



City of South El Monte

Sewer Rate Study

Existing Sanitary Sewer System Sewer Line Sizes

Diameter (in)	Length (ft)	Percentage
6	60	0.03
8	200,952	86.80
10	15,319	6.62
12	8,746	3.78
15	6,426	2.78
TOTAL	231,504	100.00



CURRENT LOS ANGELES COUNTY ASSESSMENT RATE SCHEDULE

All parcels within boundaries of the City of South El Monte are paying different sewage assessment fees. There is one fee assessment for CSMD and another fee assessment for CSD. These assessments are discussed in detail as follows.

CONSOLIDATED SEWER MAINTENANCE DISTRICT (CSMD)

Presently, the Consolidated Sewer Maintenance District (CSMD), an authority of the County of Los Angeles Department of Public Works - Sewer Maintenance Division, maintains, by Agreement, the City-owned local sewers.

The CSMD collects monies annually on the County Tax Roll by use of parcel benefit assessments to cover the regular maintenance cost and, by use of approximately 10% of the assessment to, provide for TV videoing of the sewers throughout the CSMD systems over a 10-year period and establishment of an Accumulated Capital Outlay (ACO) Improvement Fund. The ACO Fund is a revenue generating program for making urgent needed repairs and replacements throughout the CSMD maintained sewer systems. The CSMD maintains sewers for 23 incorporated cities and the County-owned sewers in the intervening incorporated areas. The present annual CSMD assessment is \$40.50 per each sewer unit. A sewage unit is one (1) for each regular sized single family residence. Of the sewage unit \$40.50 assessment, \$4.00 goes to the ACO Fund. The annual assessments per parcel vary according a schedule used by CSMD based on property uses and estimated discharges to the City sewers. For multi-unit residential properties, commercial and industrial properties, the assessment coefficient is generally more than 1.

The part of the CSMD annual assessment dedicated to the ACO Fund is not designated to the respective City, but provides funds for use throughout the CSMD maintained systems to pay for the TV videoing program and for urgent needed repair and/or replacements. It is recognized that the CSMD ACO assessment and the ACO Fund cannot cover all of the costs over time to keep the sewers of the cities and unincorporated areas in operating condition. Therefore, as the sewers of a City sewer system age, the respective City will have to fund all of or a majority of the capital improvement cost.

Refer to Appendix "B" where a table provides details for the assessment sewer unit and related fees for all parcels within the City of South El Monte limits for 2009-10. Per said tables, there are a total of 4,174 parcels with a total of 10,987.5 sewer units collecting about \$445K annually. Exhibit "4" is a short format of said tables identifying number of each parcel category, assigned sewer units, and percent of each category. It shall be noted that although the single family homes are about 55% of parcels in the City, they collectively pay about 21% of all sewer collected fees under CSMD assessments.

City of South El Monte

EXHIBIT "4"

Sewer Rate Study

CSMD Parcel Categories and Related Sewer Units

Category	Number of Parcels	Percentage	Sewer Units	Percentage
Animal Kennels	2	0.05	4	0.04
Auto Service Center (No Gasoline)	3	0.07	3	0.03
Auto Service Shops	22	0.53	22	0.20
Banks, Savings and Loans	2	0.05	2	0.02
Car Wash	1	0.02	5	0.05
Churches	5	0.12	10	0.09
Commercial	1	0.02	2	0.02
Double, Duplex, or Two Units	208	4.98	416	3.79
Fast Food Restaurant - Auto Oriented	2	0.05	4	0.04
Fast Food Restaurant - Walk Up	4	0.10	8	0.07
Five or More Apartments	75	1.80	663	6.03
Food and Processing Plants	1	0.02	200	1.82
Four Units	62	1.49	248	2.26
Golf Courses - Miniature	1	0.02	1	0.01
Heavy Manufacturing	18	0.43	942	8.57
Hospitals	2	0.05	200	1.82
Hotels - 50 rooms and over	1	0.02	40	0.36
Hotels - under 50 rooms	1	0.02	25	0.23
Light Manufacturing	775	18.57	3867	35.19
Medical/Dental Buildings	53	1.27	265	2.41
Mineral Processing	2	0.05	3	0.03
Miscellaneous Industrial Property	9	0.22	18	0.16
Mobile Home Parks	19	0.46	331	3.01
Motels - 50 units and over	3	0.07	120	1.09
Motels - under 50 units	2	0.05	50	0.46
Movie Theater - Drive-In	1	0.02	2	0.02
Movie Theater - Indoor	2	0.05	4	0.04
Office Buildings	15	0.36	75	0.68
Open Storage	7	0.17	7	0.06
Parking Lots	50	1.20	25	0.23
Professional Buildings	1	0.02	5	0.05
Restaurants, Cocktail Lounges, Taverns	14	0.34	70	0.64
Service Shops	2	0.05	4	0.04
Service Station - Full Service	6	0.14	5	0.05
Service Station - Self Service	1	0.02	1	0.01
Service Station - Station with Car Wash	1	0.02	5	0.05
Service Stations - Full Service	1	0.02	1	0.01
Shopping Centers	3	0.07	30	0.27
Single Residential Unit	2293	54.94	2294	20.88
Stores	25	0.60	25	0.23
Stores Combination - Store and Office	7	0.17	14	0.13
Stores Combination - Store and Residential	32	0.77	64	0.58
Supermarket	1	0.02	5	0.05
Three Units	85	2.04	255	2.32
Used Car Sales	1	0.02	1	0.01
Utility	2	0.05	10	0.09
Vacant Commercial Property	6	0.14	3	0.03
Vacant Industrial Property	39	0.93	21	0.19
Vacant Residential Property	11	0.26	5.5	0.05
Warehousing, Distribution, Storage	294	7.04	607	5.52
TOTAL	4174	100.00	10987.5	100.00



COUNTY SANITATION DISTRICTS (CSD)

CSD, an authority of Los Angeles County, is the other collector of sewer fees.

The CSD uses a similar parcel assessment schedule to collect funds for the operation and maintenance, repair and/or replacement of CSD trunk sewers and the treatment plant facilities. The schedules of CSMD and CSD, while similar, are not identical.

The CSD utilizes a parcel benefit assessment schedule for which an average single family residence or a parcel is one (1) sewage unit. Thus the present CSD assessment is \$119.00 per sewage unit. Under the CSD program, there are 4,156 parcels assessed in South El Monte. Total sewage units assessed by CSD are 6,504.81 at the assessment rate of \$119.00 per sewage unit, collecting a total assessment of about \$774K per year.

Refer to Appendix "C" for tables providing details of the CSD assessment sewer units and the related fees for all the parcels within boundaries of the City of South El Monte.



ANALYSIS OF EXISTING SYSTEM

The following is the discussion of how this report is concluding the needed Capital Improvement Projects and its related funding based on the said deficiencies.

Generally there are two types of sewer pipeline deficiencies: Hydraulically Deficient Lines and Structurally Deficient Lines

Hydraulically Deficient Lines - Per the City's Sewer Master Plan, about 11% of the sewer lines are sized under the needed service capacity.

Structurally Deficient Lines - Per the City's Sewer Master Plan, the analysis of structurally deficient lines was not included due to lack of the City sewer lines CCTV data. CSMD is currently in the process of completing the CCTV inspection of the entire City of South El Monte. The complete CCTV report is projected to be released in September of 2010.

Until 100% of the sewers of the City of South El Monte are TV videoed and rated, the full extent of any present day needed repair and/or replacements cannot be determined.

Combined Deficient Lines

At this time, there is no solid and precise list of Capital Improvements. There are going to be some assumptions for preparation of the needed list.

Based on CSMD TV video reviews of over 400 miles of sewers county-wide made in 2008 in the CSMD maintained systems, approximately 15% of sewer footage had ratings in the 4 and 5 range per the National Association of Sewer System Companies (NASSCO) Rating System. NASSCO is a nationally recognized video/rating system used by most agencies to evaluate the conditions of their sewer lines. A rating system of 1 to 5 is used, 1 being in good condition and 5 being in poor condition in need of replacement.

This matter was discussed in detail with City staff. A variety of options with replacement of different percentage of pipelines were analyzed and presented to the City. The final conclusion was to consider that 13% of the pipelines shall be repaired and/or replaced.

It is furthermore assumed that the hydraulically deficient lines are a part of the said 13% structurally deficient lines. This is equivalent to 30,000 feet of sewer lines.



NEEDED IMPROVEMENTS

To eliminate the System's deficiencies, there is need for major improvements. Needed Capital Improvement to the City Sewer System can be divided into two different programs: Short-term Capital Improvement Program and Long-term Capital Improvement Program.

SHORT-TERM CAPITAL IMPROVEMENT PROGRAM

Combination of the structurally and hydraulically deficient lines needed to be replaced in a short-term (3 to 5 years) program. The Short-term Program will consist of the following items:

1. Analyze the CCTV inspection field work and prepare report for all City deficient lines. This item is estimated to cost about \$25,000 and it takes two (2) months to be completed.
2. The existing Sewer Master Plan is to be updated with the latest findings of CCTV Inspection Report. This is to create a final and precise and economical list of needed capital improvements. This item is estimated to cost about \$20,000.
3. Implement the needed Short-term Capital Improvement Program. This means provide professional engineering services to prepare plans, specifications and cost estimate for the Capital Improvement Program, then award contracts to contractors to construct/replace/upgrade existing sewer system per prepared plans and specifications.

The total cost of the Short-term Program is given in detail in Exhibit "5", where a total of \$8,815,400 (based on year 2010 prices) is needed to fund the program.

City of South El Monte
Sewer Rate Study
Estimated Cost of Short Term CIP

Item	Description	Unit	Quantity	Unit Price	Total
1	Analysis of Video Inspection Investigation and Report Preparation	LS	1	\$ 25,000	\$ 25,000
2	Update Sewer Master Plan	LS	1	\$ 20,000	\$ 20,000
3	Sewer Line Replacement	LF	30,000	\$ 210	\$ 6,300,000
	SUB-TOTAL				\$ 6,345,000
4	Engineering Design	LS	8%		\$ 507,600
5	Project/Construction Management and Inspection	LS	12%		\$ 761,400
6	Program Administration Cost (for four years)	EACH YEAR	4	\$ 100,000	\$ 400,000
	TOTAL:				\$ 8,014,000
7	Contingencies	LS	10%		\$ 801,400
	GRAND TOTAL (Year 2010 Prices)				\$ 8,815,400



LONG-TERM CAPITAL IMPROVEMENT PROGRAM

After completion of the Short-term Program, the remainder of the sewer system will still be “old” and most likely will need annual upgrades/improvements. The City will need to have a continuous upgrading Capital Improvement Program for the next the rest of the program years after completion of the Short-term Program. It is estimated that about 1,700 feet of sewer lines will need to be upgraded annually to keep the system operational within acceptable industry standards. The 1,700 feet is equivalent to 0.75% of all the City Sewer System pipelines. Please refer to Exhibit “6” for annual cost detail of the Long-term Program, which is \$581,240. Based on 2010 prices, the annual Long-term Program will start on the 5th year of the Program.

City of South El Monte

Sewer Rate Study

Estimated Cost of Long Term Annual CIP (Starting in 5th Year)

Item	Description	Unit	Quantity	Unit Price	Total
1	Sewer Line Replacement	LF	1,700	\$ 210	\$ 357,000
SUB-TOTAL					\$ 357,000
2	Engineering Design	LS	8%	\$	28,560
3	Project/Construction Management and Inspection	LS	12%	\$	42,840
4	Program Administration Cost	EACH YEAR	1	\$ 100,000	\$ 100,000
TOTAL					\$ 528,400
5	Contingencies	LS	10%	\$	52,840
GRAND TOTAL (Year 2010 Prices)					\$ 581,240



FUNDING THROUGH ASSESSMENT FEES

To fund all of the Short-term and Long-term Capital Improvements, the following options are considered:

A. Collect Needed Funds From a Revenue Bond Issue and Pay Back by Sewer Assessment Fees

In this option, the Short-term Program is to be completed in four (4) years. Starting in the 5th year, the Long-term Program will be implemented. To fund the initial needed investment, a Capital Improvement Bond needs to be issued. The payback of the bond will be by sewer assessment fees. Exhibit "7" shows the detail of assumed "basis data" which was used for preparation of funding calculations. Exhibit "8" shows the detail of sewer fund balance and recommended assessment fees for the next 30 years.

The advantages and disadvantages of this alternative are as follows.

Advantages:

1. Short-term Program will be completed on time.
2. Long-term Program will be completed on time.
3. Unit sewer assessment fees are reasonable and only increase 10% every five (5) years.
4. The sewer fund balance is in an acceptable range.
5. Completion of the Short-term Program will reduce the City's liability risk of sewer system failure.

Disadvantages:

1. Overall the program is more expensive; however, the cost is paid over years and in reasonable annual amounts.

Should the City decide to approve this option, Appendix "D" is provided to present side-by-side sewer fee assessments by CSD, CSMD and new sewer fees by the City for the matter of comparison for all parcels within the City of South El Monte.

City Of South El Monte
Sewer Rate Study - Basic Data
Assumed Basis Data

Project Engineering Data:

Description	Data	Unit
Needed Sewer Line Replacement	30,000	LF
Future Sewer Line Replacement Starting the 5th Year	1,700	LF

Estimated Unit Cost Data:

Description	Data	Unit
Cost of Sewer CCTV Inspection Analysis and Report	\$25,000	LS
Update Sewer Master Plan	\$20,000	LS
Sewer Line Replacement Cost	\$210	LF
Program Administration Cost	\$100,000.00	Per Year

Professional Services Fees:

Description	Data	Unit
Engineering Design Fee	8.0%	Of Construction Cost
Project/Construction Management and Inspection	12.0%	Of Construction Cost

Other Data:

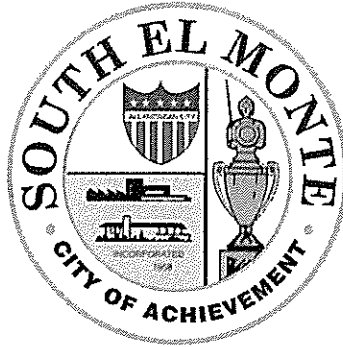
Description	Data	Unit
Annual Construction Cost Increase	3.0%	
Contingencies	10.0%	

Bond Data:

Description	Data	Unit
Bond Amount	\$8,800,000	
Interest Rate of Bond	6.600%	
Cost of Bond Issuance	3.5%	Of Bond Principal
Terms	30	Years

Sewer Rate Data:

Description	Data	Unit
Total Sewer Unit Per CSMD List	10,987.50	Sewer Units
Sewer Rate Unit	\$108.60	Per Year
Sewer Assessment Annual Collection	\$1,193,243	
Annual Sewer Rate Increase	1.6%	



SEWER RATE STUDY

FOR

CITY OF SOUTH EL MONTE

PREPARED BY:



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ORANGE, CALIFORNIA 92865
(714) 940-0100

May 4, 2010

This Report has been prepared
under the direction of:

Kenneth R. Putnam
Ken Putnam, P.E.
CE No. 11733
Exp. 12/31/2010





SEWER RATE STUDY FOR CITY OF SOUTH EL MONTE

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EXECUTIVE SUMMARY

The City of South El Monte owns 43.8 miles (231,504 feet) of generally 8" diameter Vitrified Clay Pipe (VCP) sanitary sewers in its public streets, alleys and rights-of-way. The City sewers, via a lateral to each parcel of property, carry the sewage (wastewater) to larger trunk sewers owned and operated by the County Sanitation Districts (CSD) of Los Angeles County. The CSD sewers transport the wastewater to treatment plants located outside of the City. The City local sewers are maintained under an agreement by the Consolidated Sewer Maintenance District (CSMD). The exact age of the City sewer system is not presently known but the majority of the City sewer lines were estimated to be over 50 years of age.

By use of parcel benefit assessments, both CSMD and CSD annually assess each parcel in the City for the respective sewer service. The present assessments are respectively \$40.40 and \$119.00 per each sewage unit assigned to a parcel. The base sewage unit is one (1) for a single family residence on a parcel of land.

As the estimated wastewater discharge increases for various types of land uses, the number of sewage units will increase; for example, a laundromat is assessed at a higher number of sewage units and its assessment will accordingly be larger.

By laws of the State of California adopted in 2006, each sewer system operator is to review the operation of its sewer system as to capacity and construction condition. As sewers age, cracking and other damage may occur, which can eventually lead to blockages and subsequent spillage. By State laws, significant fines may be imposed by the State Regional Water Quality Control Board for spillages. The City of South El Monte and CSMD began programs in 2009-10 to evaluate the condition of the City sewer system. The evaluations have not yet been completed.

Based on the evaluation to date in South El Monte, which is similar to other cities with similar infrastructure history, it is estimated that as much as 13% (30,000 ft.) of the existing footage of City sewer lines may be in need of repair and/or replacement. In this Report, this is called the "Short-term Program" and it is estimated to cost about \$8.8 million based on 2010 prices. Additionally, it is recommended that 1,700 feet of sewer lines be replaced annually, in order to keep the system in good operation standing. In this Report, this is called the "Long-term Program." This program is estimated to cost about \$581K yearly (based on 2010 prices). The start of the "Long-term Program" is on the 5th year of the program and will continue for the rest of the program years.

The AAE, Inc. (AAE) Team has researched and analyzed various ways to fund said Short-term and Long-term Programs. Options for assessing the sewer maintenance fee with or without sewer CIP Revenue Bonds are considered. The most practical option is a combination of sewer assessment fee collections and issuance of CIP Bonds to be paid back by annual collected assessment fees. Exhibit "1" is the summary of said fund analysis. The proposed sewer assessment rate for one (1) unit is set at \$108.60 for the first year, equivalent to \$9.05 per month per single family home. The parcel assessment would increase annually, based on the consumer price index.



Should the City of South El Monte decide to proceed with the recommended program, the following steps are recommended to be followed.

1. City of South El Monte to review this Sewer Rate Study Report and choose one of the funding alternatives.
2. Prepare an AB218 Study and Report and determine that the benefits of the proposed assessments for the improvement program are related to the cost of the improvements to the property owners of the City who are being assessed.
3. Implement a comprehensive public outreach program.
4. Notify property owners of new sewer fee assessment and opportunity for their protest by mail and/or public hearing meeting set by City Council.
5. Upon completion of the AB218 Study and Report and public hearing, set a date for the City Council to adopt the Short-term and Long-term Programs and establish the sewer fees and notify the County Tax Collector each year of the assessment fees for the Program for each parcel.
6. Create a CIP list for the "Short-term Program" with a specific time line.
7. Issue revenue bonds (if that alternative is chosen) for funding of sewer improvements.
8. Implement Short-term Capital Improvement Program.
9. Implement Long-term Capital Improvement Program.

City of South El Monte

Sewer Rate Study

Year of Program	Annual Unit Sewer Rate	Annual Total Assessment Fee Collection	Bond Proceedings	Total Annual Expenditure	Sewer Fund Balance
1	\$ 108.60	\$ 1,193,243	\$ 8,800,000	\$ 2,019,608	\$ 7,973,635
2	\$ 110.34	\$ 1,212,334	\$ -	\$ 3,651,752	\$ 5,534,217
3	\$ 112.10	\$ 1,231,732	\$ -	\$ 3,737,578	\$ 3,028,370
4	\$ 113.90	\$ 1,251,439	\$ -	\$ 3,653,344	\$ 626,465
5	\$ 115.72	\$ 1,271,462	\$ -	\$ 1,322,327	\$ 575,600
6	\$ 117.57	\$ 1,291,806	\$ -	\$ 1,338,271	\$ 529,135
7	\$ 119.45	\$ 1,312,475	\$ -	\$ 1,354,693	\$ 486,918
8	\$ 121.36	\$ 1,333,474	\$ -	\$ 1,371,607	\$ 448,785
9	\$ 123.30	\$ 1,354,810	\$ -	\$ 1,389,029	\$ 414,567
10	\$ 125.28	\$ 1,376,487	\$ -	\$ 1,406,973	\$ 384,081
11	\$ 127.28	\$ 1,398,511	\$ -	\$ 1,425,456	\$ 357,136
12	\$ 129.32	\$ 1,420,887	\$ -	\$ 1,444,493	\$ 333,529
13	\$ 131.39	\$ 1,443,621	\$ -	\$ 1,464,101	\$ 313,049
14	\$ 133.49	\$ 1,466,719	\$ -	\$ 1,484,298	\$ 295,470
15	\$ 135.63	\$ 1,490,186	\$ -	\$ 1,505,100	\$ 280,557
16	\$ 137.80	\$ 1,514,029	\$ -	\$ 1,526,527	\$ 268,059
17	\$ 140.00	\$ 1,538,254	\$ -	\$ 1,548,596	\$ 257,717
18	\$ 142.24	\$ 1,562,866	\$ -	\$ 1,571,328	\$ 249,255
19	\$ 144.52	\$ 1,587,872	\$ -	\$ 1,594,741	\$ 242,386
20	\$ 146.83	\$ 1,613,278	\$ -	\$ 1,618,857	\$ 236,807
21	\$ 149.18	\$ 1,639,090	\$ -	\$ 1,643,696	\$ 232,202
22	\$ 151.56	\$ 1,665,316	\$ -	\$ 1,669,280	\$ 228,237
23	\$ 153.99	\$ 1,691,961	\$ -	\$ 1,695,632	\$ 224,565
24	\$ 156.45	\$ 1,719,032	\$ -	\$ 1,722,775	\$ 220,823
25	\$ 158.96	\$ 1,746,537	\$ -	\$ 1,750,732	\$ 216,628
26	\$ 161.50	\$ 1,774,481	\$ -	\$ 1,779,527	\$ 211,582
27	\$ 164.08	\$ 1,802,873	\$ -	\$ 1,809,187	\$ 205,268
28	\$ 166.71	\$ 1,831,719	\$ -	\$ 1,839,736	\$ 197,251
29	\$ 169.38	\$ 1,861,026	\$ -	\$ 1,871,201	\$ 187,076
30	\$ 172.09	\$ 1,890,803	\$ -	\$ 1,146,474	\$ 931,405
Total		\$ 45,488,324	\$ 8,800,000	\$ 53,356,918	\$ 931,405



INTRODUCTION / BACKGROUND

The purpose of this Sewer Rate Study by AAE Inc. (AAE) is to recommend a mechanism for the City of South El Monte to fund needed Capital Improvement Program (CIP) for repairs and/or replacements of segments of the City-owned sanitary sewer system.

In 2009, AAE was requested by the City of South El Monte to prepare a Sanitary Sewer Master Plan. Such was completed on April 2009. To prepare the Master Plan, AAE analyzed the sewer system for hydraulic capacity (carrying capacity) to determine if some sewers are undersized for future usage demand as the City develops pursuant to the General Plan. Normally, the Master Plan would also include analysis of structurally deficient sewer lines through review of the TV videoed sewer lines but this is yet to be completed by CSMD and was therefore not included in the Master Plan.

The said Master Plan concluded with recommendations of a Capital Improvement Program with associated costs.

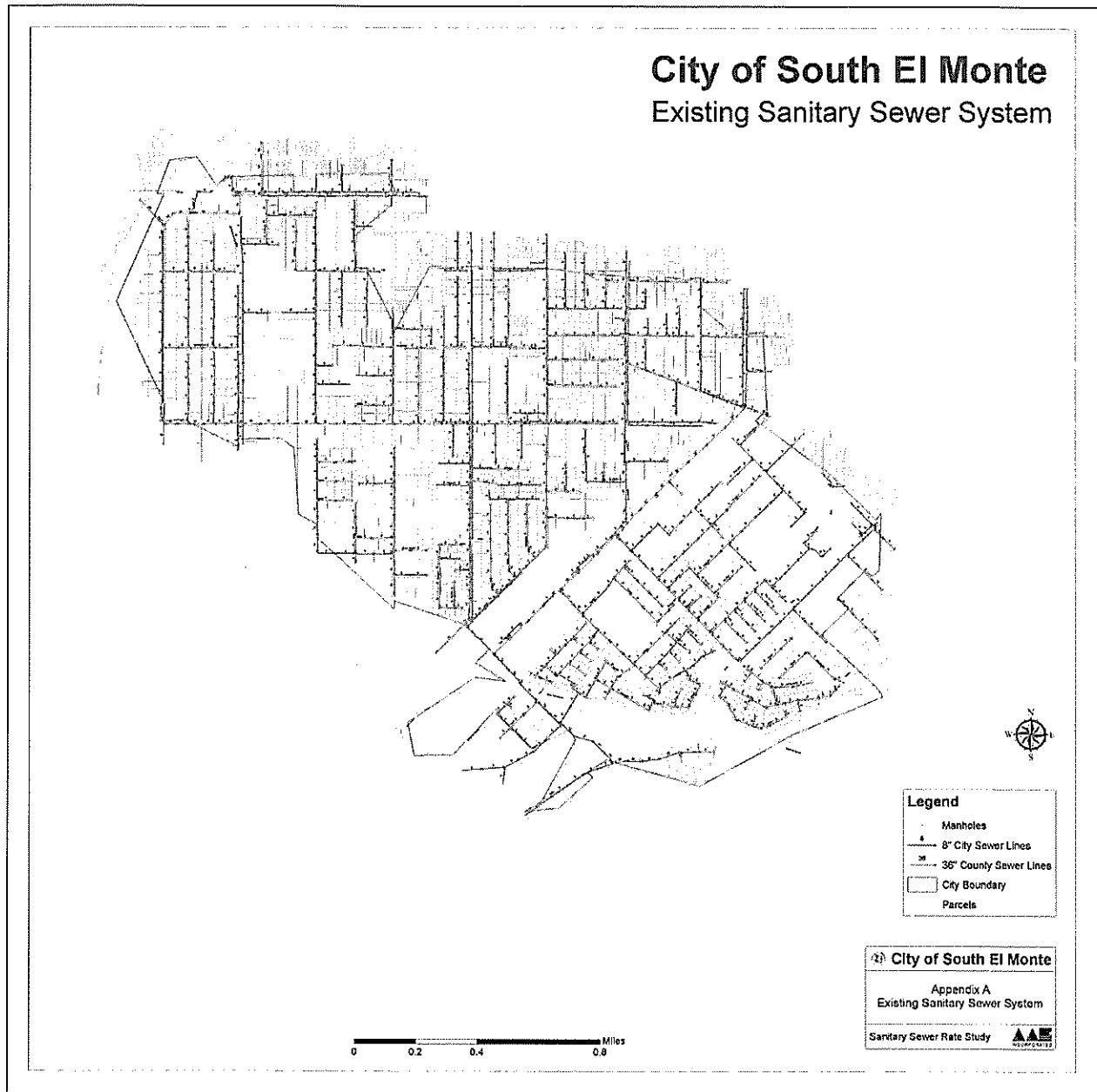
To establish the Capital Improvement Program funding for the City, this Rate Study is being made to supplement related previous studies made over the past several years.

EXISTING SEWER SYSTEM

The City of South El Monte owns its sanitary sewer system. The system consists of 43.8 miles (231,504 feet) of sewer pipeline sized from 6" to 15" in diameter. Exhibit "2" is the City sewer map, which also is provided in Appendix "A" with a full size plan. Additionally, Exhibit "3" is a table providing detailed information on size and length of the City-owned system. More than 86% of pipelines are 8" Vitrified Clay Pipe (VCP). City sewers are generally located in most of the public streets, alleys and within public right-of-ways to serve developed properties in the City. The City sewer lines are maintained by the Consolidated Sewer Maintenance District (CSMD).

The City sewers collect the wastewater sewage locally and transport it to major trunk line sewers of the County Sanitation Districts (CSD), which exist in major streets of the City. The CSD trunk sewer system transports the wastewater to treatment facilities located outside of the City where the wastewater is either treated for reuse or for discharge to the San Pedro Bay portion of the Pacific Ocean.

Recent reviews and studies by CSMD and AAE of the City-owned sewer system have indicated needs for repair and/or replacement work on the existing sewers which are generally older than 50 years of age. As time goes on, it is expected that additional repair and/or replacement work will be needed.



City of South El Monte

Sewer Rate Study

Existing Sanitary Sewer System Sewer Line Sizes

Diameter (in)	Length (ft)	Percentage
6	60	0.03
8	200,952	86.80
10	15,319	6.62
12	8,746	3.78
15	6,426	2.78
TOTAL	231,504	100.00



CURRENT LOS ANGELES COUNTY ASSESSMENT RATE SCHEDULE

All parcels within boundaries of the City of South El Monte are paying different sewage assessment fees. There is one fee assessment for CSMD and another fee assessment for CSD. These assessments are discussed in detail as follows.

CONSOLIDATED SEWER MAINTENANCE DISTRICT (CSMD)

Presently, the Consolidated Sewer Maintenance District (CSMD), an authority of the County of Los Angeles Department of Public Works - Sewer Maintenance Division, maintains, by Agreement, the City-owned local sewers.

The CSMD collects monies annually on the County Tax Roll by use of parcel benefit assessments to cover the regular maintenance cost and, by use of approximately 10% of the assessment to, provide for TV videoing of the sewers throughout the CSMD systems over a 10-year period and establishment of an Accumulated Capital Outlay (ACO) Improvement Fund. The ACO Fund is a revenue generating program for making urgent needed repairs and replacements throughout the CSMD maintained sewer systems. The CSMD maintains sewers for 23 incorporated cities and the County-owned sewers in the intervening incorporated areas. The present annual CSMD assessment is \$40.50 per each sewer unit. A sewage unit is one (1) for each regular sized single family residence. Of the sewage unit \$40.50 assessment, \$4.00 goes to the ACO Fund. The annual assessments per parcel vary according a schedule used by CSMD based on property uses and estimated discharges to the City sewers. For multi-unit residential properties, commercial and industrial properties, the assessment coefficient is generally more than 1.

The part of the CSMD annual assessment dedicated to the ACO Fund is not designated to the respective City, but provides funds for use throughout the CSMD maintained systems to pay for the TV videoing program and for urgent needed repair and/or replacements. It is recognized that the CSMD ACO assessment and the ACO Fund cannot cover all of the costs over time to keep the sewers of the cities and unincorporated areas in operating condition. Therefore, as the sewers of a City sewer system age, the respective City will have to fund all of or a majority of the capital improvement cost.

Refer to Appendix "B" where a table provides details for the assessment sewer unit and related fees for all parcels within the City of South El Monte limits for 2009-10. Per said tables, there are a total of 4,174 parcels with a total of 10,987.5 sewer units collecting about \$445K annually. Exhibit "4" is a short format of said tables identifying number of each parcel category, assigned sewer units, and percent of each category. It shall be noted that although the single family homes are about 55% of parcels in the City, they collectively pay about 21% of all sewer collected fees under CSMD assessments.

City of South El Monte

EXHIBIT "4"

Sewer Rate Study

CSMD Parcel Categories and Related Sewer Units

Category	Number of Parcels	Percentage	Sewer Units	Percentage
Animal Kennels	2	0.05	4	0.04
Auto Service Center (No Gasoline)	3	0.07	3	0.03
Auto Service Shops	22	0.53	22	0.20
Banks, Savings and Loans	2	0.05	2	0.02
Car Wash	1	0.02	5	0.05
Churches	5	0.12	10	0.09
Commercial	1	0.02	2	0.02
Double, Duplex, or Two Units	208	4.98	416	3.79
Fast Food Restaurant - Auto Oriented	2	0.05	4	0.04
Fast Food Restaurant - Walk Up	4	0.10	8	0.07
Five or More Apartments	75	1.80	663	6.03
Food and Processing Plants	1	0.02	200	1.82
Four Units	62	1.49	248	2.26
Golf Courses - Miniature	1	0.02	1	0.01
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Stores Combination - Store and Office	7	0.17	14	0.13
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COUNTY SANITATION DISTRICTS (CSD)

CSD, an authority of Los Angeles County, is the other collector of sewer fees.

The CSD uses a similar parcel assessment schedule to collect funds for the operation and maintenance, repair and/or replacement of CSD trunk sewers and the treatment plant facilities. The schedules of CSMD and CSD, while similar, are not identical.

The CSD utilizes a parcel benefit assessment schedule for which an average single family residence or a parcel is one (1) sewage unit. Thus the present CSD assessment is \$119.00 per sewage unit. Under the CSD program, there are 4,156 parcels assessed in South El Monte. Total sewage units assessed by CSD are 6,504.81 at the assessment rate of \$119.00 per sewage unit, collecting a total assessment of about \$774K per year.

Refer to Appendix "C" for tables providing details of the CSD assessment sewer units and the related fees for all the parcels within boundaries of the City of South El Monte.



ANALYSIS OF EXISTING SYSTEM

The following is the discussion of how this report is concluding the needed Capital Improvement Projects and its related funding based on the said deficiencies.

Generally there are two types of sewer pipeline deficiencies: Hydraulically Deficient Lines and Structurally Deficient Lines

Hydraulically Deficient Lines - Per the City's Sewer Master Plan, about 11% of the sewer lines are sized under the needed service capacity.

Structurally Deficient Lines - Per the City's Sewer Master Plan, the analysis of structurally deficient lines was not included due to lack of the City sewer lines CCTV data. CSMD is currently in the process of completing the CCTV inspection of the entire City of South El Monte. The complete CCTV report is projected to be released in September of 2010.

Until 100% of the sewers of the City of South El Monte are TV videoed and rated, the full extent of any present day needed repair and/or replacements cannot be determined.

Combined Deficient Lines

At this time, there is no solid and precise list of Capital Improvements. There are going to be some assumptions for preparation of the needed list.

Based on CSMD TV video reviews of over 400 miles of sewers county-wide made in 2008 in the CSMD maintained systems, approximately 15% of sewer footage had ratings in the 4 and 5 range per the National Association of Sewer System Companies (NASSCO) Rating System. NASSCO is a nationally recognized video/rating system used by most agencies to evaluate the conditions of their sewer lines. A rating system of 1 to 5 is used, 1 being in good condition and 5 being in poor condition in need of replacement.

This matter was discussed in detail with City staff. A variety of options with replacement of different percentage of pipelines were analyzed and presented to the City. The final conclusion was to consider that 13% of the pipelines shall be repaired and/or replaced.

It is furthermore assumed that the hydraulically deficient lines are a part of the said 13% structurally deficient lines. This is equivalent to 30,000 feet of sewer lines.



NEEDED IMPROVEMENTS

To eliminate the System's deficiencies, there is need for major improvements. Needed Capital Improvement to the City Sewer System can be divided into two different programs: Short-term Capital Improvement Program and Long-term Capital Improvement Program.

SHORT-TERM CAPITAL IMPROVEMENT PROGRAM

Combination of the structurally and hydraulically deficient lines needed to be replaced in a short-term (3 to 5 years) program. The Short-term Program will consist of the following items:

1. Analyze the CCTV inspection field work and prepare report for all City deficient lines. This item is estimated to cost about \$25,000 and it takes two (2) months to be completed.
2. The existing Sewer Master Plan is to be updated with the latest findings of CCTV Inspection Report. This is to create a final and precise and economical list of needed capital improvements. This item is estimated to cost about \$20,000.
3. Implement the needed Short-term Capital Improvement Program. This means provide professional engineering services to prepare plans, specifications and cost estimate for the Capital Improvement Program, then award contracts to contractors to construct/replace/upgrade existing sewer system per prepared plans and specifications.

The total cost of the Short-term Program is given in detail in Exhibit "5", where a total of \$8,815,400 (based on year 2010 prices) is needed to fund the program.

City of South El Monte
Sewer Rate Study
Estimated Cost of Short Term CIP

Item	Description	Unit	Quantity	Unit Price	Total
1	Analysis of Video Inspection Investigation and Report Preparation	LS	1	\$ 25,000	\$ 25,000
2	Update Sewer Master Plan	LS	1	\$ 20,000	\$ 20,000
3	Sewer Line Replacement	LF	30,000	\$ 210	\$ 6,300,000
	SUB-TOTAL				\$ 6,345,000
4	Engineering Design	LS	8%		\$ 507,600
5	Project/Construction Management and Inspection	LS	12%		\$ 761,400
6	Program Administration Cost (for four years)	EACH YEAR	4	\$ 100,000	\$ 400,000
	TOTAL:				\$ 8,014,000
7	Contingencies	LS	10%		\$ 801,400
	GRAND TOTAL (Year 2010 Prices)				\$ 8,815,400



LONG-TERM CAPITAL IMPROVEMENT PROGRAM

After completion of the Short-term Program, the remainder of the sewer system will still be "old" and most likely will need annual upgrades/improvements. The City will need to have a continuous upgrading Capital Improvement Program for the next the rest of the program years after completion of the Short-term Program. It is estimated that about 1,700 feet of sewer lines will need to be upgraded annually to keep the system operational within acceptable industry standards. The 1,700 feet is equivalent to 0.75% of all the City Sewer System pipelines. Please refer to Exhibit "6" for annual cost detail of the Long-term Program, which is \$581,240. Based on 2010 prices, the annual Long-term Program will start on the 5th year of the Program.

City of South El Monte

Sewer Rate Study

Estimated Cost of Long Term Annual CIP (Starting in 5th Year)

Item	Description	Unit	Quantity	Unit Price	Total
1	Sewer Line Replacement	LF	1,700	\$ 210	\$ 357,000
SUB-TOTAL					\$ 357,000
2	Engineering Design	LS	8%	\$	28,560
3	Project/Construction Management and Inspection	LS	12%	\$	42,840
4	Program Administration Cost	EACH YEAR	1	\$ 100,000	\$ 100,000
TOTAL					\$ 528,400
5	Contingencies	LS	10%	\$	52,840
GRAND TOTAL (Year 2010 Prices)					\$ 581,240



FUNDING THROUGH ASSESSMENT FEES

To fund all of the Short-term and Long-term Capital Improvements, the following options are considered:

A. Collect Needed Funds From a Revenue Bond Issue and Pay Back by Sewer Assessment Fees

In this option, the Short-term Program is to be completed in four (4) years. Starting in the 5th year, the Long-term Program will be implemented. To fund the initial needed investment, a Capital Improvement Bond needs to be issued. The payback of the bond will be by sewer assessment fees. Exhibit "7" shows the detail of assumed "basis data" which was used for preparation of funding calculations. Exhibit "8" shows the detail of sewer fund balance and recommended assessment fees for the next 30 years.

The advantages and disadvantages of this alternative are as follows.

Advantages:

1. Short-term Program will be completed on time.
2. Long-term Program will be completed on time.
3. Unit sewer assessment fees are reasonable and only increase 10% every five (5) years.
4. The sewer fund balance is in an acceptable range.
5. Completion of the Short-term Program will reduce the City's liability risk of sewer system failure.

Disadvantages:

1. Overall the program is more expensive; however, the cost is paid over years and in reasonable annual amounts.

Should the City decide to approve this option, Appendix "D" is provided to present side-by-side sewer fee assessments by CSD, CSMD and new sewer fees by the City for the matter of comparison for all parcels within the City of South El Monte.

City Of South El Monte
Sewer Rate Study - Basic Data
Assumed Basis Data

Project Engineering Data:

Description	Data	Unit
Needed Sewer Line Replacement	30,000	LF
Future Sewer Line Replacement Starting the 5th Year	1,700	LF

Estimated Unit Cost Data:

Description	Data	Unit
Cost of Sewer CCTV Inspection Analysis and Report	\$25,000	LS
Update Sewer Master Plan	\$20,000	LS
Sewer Line Replacement Cost	\$210	LF
Program Administration Cost	\$100,000.00	Per Year

Professional Services Fees:

Description	Data	Unit
Engineering Design Fee	8.0%	Of Construction Cost
Project/Construction Management and Inspection	12.0%	Of Construction Cost

Other Data:

Description	Data	Unit
Annual Construction Cost Increase	3.0%	
Contingencies	10.0%	

Bond Data:

Description	Data	Unit
Bond Amount	\$8,800,000	
Interest Rate of Bond	6.600%	
Cost of Bond Issuance	3.5%	Of Bond Principal
Terms	30	Years

Sewer Rate Data:

Description	Data	Unit
Total Sewer Unit Per CSMD List	10,987.50	Sewer Units
Sewer Rate Unit	\$108.60	Per Year
Sewer Assessment Annual Collection	\$1,193,243	
Annual Sewer Rate Increase	1.6%	



City Council Agenda Report

Agenda Item No. 7.d.

DATE: January 9, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

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

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION 24-117, APPROVING AN AMENDED CITY FACILITY RESERVATION REGULATIONS AND FEES POLICY TO INCLUDE ADDITIONAL CRITERIA FOR NON-PROFIT ORGANIZATIONS TO QUALIFY FOR A FACILITY FEE WAIVER.

SUMMARY: Consideration of Resolution No. 24-117, approving an amended City Facility Reservation Regulations and Fees Policy to include additional criteria for non-profit organizations to qualify for a facility fee waiver.

RECOMMENDED ACTION: Staff recommends the City Council:

1. Adopt Resolution No. 24-117, approving an amended City Facility Reservation Regulations and Fees Policy to include additional criteria for non-profit organizations to qualify for a facility fee waiver upon written request including:
 - a. The organization's non-profit status must have a South El Monte address registered with the State of California.
 - b. The organization name must include "South El Monte."
 - c. At least 25% of the registered participants must be South El Monte residents. Rosters are required for verification.

* These provisions shall not apply to the Montebello Brewers.

FISCAL/FINANCIAL IMPACT: None.

DISCUSSION: At the December 12, 2023 City Council Meeting, the City Council directed staff to make a change to the existing City Facility Reservation Regulations and Fees Policy to include additional criteria required for non-profit organizations to qualify for a facility fee waiver upon written request for the use of City facilities. After further discussion, the City Council agreed that the Montebello Brewers are exempt from these provisions based on their past relationship with the City and the significant contributions the organization makes to the City. The current facilities reservation policy, adopted by the City Council on July 11, 2018, states that it is the City Council's discretion to waive the facilities rental fee for local South El Monte based non-profit organizations. Per the facility reservation policy, all other fees/costs related to the use of facilities such as staff, security, insurance, and deposits may not be waived. No more than two (2) permits per calendar year will be waived for non-profit organizations.

Staff report prepared by Nancy Rodriguez, Community Services Analyst.

ATTACHMENT(S):

- A. Resolution No. 24-117
- B. City Facility Reservation Regulations and Fees Policy (Redlined Draft)
- C. Amended City Facility Reservation Regulations and Fees Policy (4)

ATTACHMENT A

RESOLUTION NO. 24-117

**A RESOLUTION OF THE SOUTH EL MONTE CITY
COUNCIL APPROVING A REVISION TO THE CITY
FACILITY RESERVATION REGULATIONS AND FEES
POLICY**

WHEREAS, the City of South El Monte adopted the City Facility Reservation Regulations and Fees Policy on July 11, 2018.

WHEREAS, the City Council desires to revise the City Facility Reservation Regulations and Fees Policy to include additional criteria for non-profit organizations to qualify for a facility fee waiver.

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The City Manager or their designee shall execute revision to the above referenced policy as attached to the staff report.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution 24-117.

PASSED, APPROVED AND ADOPTED this 9th day of January 2024.

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. 24-117 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 9th day of January 2024, and that said Resolution was adopted by the following vote:

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

Donna G. Schwartz, City Clerk

ATTACHMENT B



CITY FACILITY RESERVATION
REGULATIONS AND FEES POLICY

REVISED JANUARY 9, 2024

EFFECTIVE JULY 11, 2018

Policy Statement

The City of South El Monte ("City") strives to provide opportunities in which the community can come together for positive experiences and enhance the lives of individuals and families. The City's Recreation Services Department provides a great opportunity for the community to come together to meet this goal.

Purpose

This facility use document allows the City to communicate its policies and procedures for the reserved and safe use of its community buildings, Aquatic Center and Parks ("Facilities"). This facility use document is structured for flexibility to allow for changes and revisions to meet the ongoing interests and needs of the community.

1. General Information

The City's Recreation Services Department is responsible for the reservation and rental of the City's Facilities by the general public and local organization/business for cultural, social, recreational and educational purposes. The City reserves the right to revoke or terminate a facility use agreement and permit of any individual or organization/business for the violation of these policies and procedures.

Due to the growing increase in demand for the use of the Facilities in the community, the City encourages and emphasizes the sharing of the Facilities and requests that only those Facilities be reserved that are needed for programs and activities. In addition, the City may charge a fee to recover its costs to operate, maintain, supervise, and administer the use of its Facilities.

The City will evaluate the effectiveness of these policies and procedures on an annual basis and make revisions, as needed, to address the service needs and interests of the community.

2. Facilities Available for Reservation and Rental

- Community Center Complex, 1530 Central Avenue
- Aquatic Center, 1500 Central Avenue
- Mary Van Dyke Park- Community Room and Gazebo, 1819 Central Avenue
- New Temple Park, 1450 Lidcombe Avenue
- Dean Shively Park, 1402 Lerma Road
- Senior Center, 1556 Central Avenue

3. Qualifying User Groups- Descending Order of Priority

Resident – Resident includes individuals with a South El Monte address conducting functions and/or activities not open to the general public; commercial industrial, private or professional organizations/businesses with a South El Monte address, using the Facilities for non-profit purpose; public and private schools; church groups; local certificated (501c3) non-profit youth and adult organizations, whose membership live, work, or go to schools in the City and conduct community events, programs and/or activities that are open to the general public, and City employees. Proof of non-profit status must be submitted and on file prior to the scheduled use of the facility.

Non-Resident – Users without a South El Monte address.

COMMUNITY CENTER COMPLEX

Room	Resident	Non-Resident
Gym	\$100 per hour	\$300 per hour
Amphitheater	\$50 per hour	\$100 per hour
Kitchen	\$200 per hour	\$300 per hour
Dance Room	\$10 per hour	\$20 per hour
With addition of:		
Clean-up Deposit	\$300	\$350
Damage Deposit	\$600	\$1,000
Security Personnel	\$22 per hour	\$22 per hour
Staff Fees	\$12 per hour	\$12 per hour

Liability Insurance Premiums

Occupancy	Premium	Occupancy	Premium
1-100	\$122.46	101-500	\$213.36

Liquor Legal Liability Premiums

Occupancy	Premium	Occupancy	Premium
1-100	\$135.46	101-500	\$170.90

SENIOR CENTER

Seniors and senior citizen organizations will have priority use of the Senior Center.

Room	Resident	Non-Resident
Dining Room	\$100 per hour	\$300 per hour
Game Room 1	\$10 per hour	\$30 per hour
Craft Room	\$10 per hour	\$40 per hour
Library	\$10 per hour	\$30 per hour
With addition of:		
Clean-up Deposit	\$250	\$350
Damage Deposit	\$500	\$1,000
Security Personnel	\$22 per hour	\$22 per hour
Staff Fees	\$12 per hour	\$12 per hour

Liability Insurance Premiums

Occupancy	Premium	Occupancy	Premium
1-100	\$122.46	101-500	\$213.36

Liquor Legal Liability Premiums

Occupancy	Premium	Occupancy	Premium
1-100	\$135.46	101-500	\$170.90

AQUATICS CENTER

**Three lifeguards per hour minimum; four lifeguards if also using wading pool.
Fees are per lifeguard.**

Room	Resident	Non-Resident
Pool	\$100 per hour	\$300 per hour
With addition of:		
Lifeguard	\$12 per hour	\$12 per hour
Locker Attendant	\$15 per hour	\$15 per hour
Clean-up Deposit	\$300	\$350
Damage Deposit	\$600	\$1,000

Liability Insurance Premiums

Occupancy	Premium	Occupancy	Premium
1-100	\$122.46	101-500	\$213.36

MARY VAN DYKE PARK

Room	Resident	Non-Resident
Community Room	\$200	\$250
Gazebo	\$100	\$150
With addition of:		
Damage Deposit	\$50	\$50
Bouncer	\$25 with proof of insurance	\$25 with proof of insurance

NEW TEMPLE PARK/DEAN SHIVELY PARK

Area	Resident	Non-Resident
Single Day Use of Field	\$50	\$100
Lining of Ball Fields	\$25 per field	\$50 per field
Lining of Football Field	\$50	\$100
Picnic Areas	\$25	\$50
With addition of:		
Lights	\$30 per hour	\$30 per hour
Bouncer	\$25 with proof of insurance	\$25 with proof of insurance
Concession Stand	\$200	\$200
Clean-up Deposit	\$250	\$250
Damage Deposit	\$500	\$500

*****WATERSLIDES AND PONY RIDES ARE NOT PERMITTED.*****

4. General Facility Reservation Policies and Procedures

The following policies and procedures are reviewed annually and regulate the reservation and rental use of the City's Facilities. City equipment may also be rented in conjunction with a building rental. Water slides and pony rides are not permitted.

The City reserves the right to establish a fee schedule for the rental of its Facilities in an effort to recoup its administration, maintenance, utility and equipment costs. The established fee schedule is based upon an hourly charge.

It is ~~also at~~ the City's ~~policy~~ Council's discretion to waive the ~~Facilities~~ facilities rental fee for local South El Monte based non-profit organizations. All other fees/costs related to the use of ~~the Facilities~~ facilities such as staff, security, insurance, and deposits ~~are may~~ not ~~be~~ waived. No more than ~~TWO~~ two (2) permits per calendar year will be waived for non-profit organizations. The City's policies and procedures also include the following:

1. All Facilities reservation and rental requests are to be submitted to the Community Services Department at (626) 579-2043 between the hours of 9:00 a.m. – 7:00 p.m.
2. All persons submitting an application to reserve a City Facilities must be 21 years of age or older; and if applicant is submitting the application on behalf of an organization, the applicant must be an officer of the organization.
3. No permit will be allowed to continue past 1:00 a.m. Amplified music must be terminated no later than 12:00 a.m.
4. No reservation shall be deemed approved until applicant receives approval in writing from the Recreation Services Supervisor or his/her designee.
5. Reservations must be submitted 14 WORKING DAYS prior to reservation date, but no more than a year prior to the scheduled event. All reservation requests are subject to approval on a first come, first serve basis.
6. A reservation may be revoked by the Community Services Department at any time for a violation of the City's approved policies and procedures for the use of its Facilities.
7. The private and commercial use of the City's Facilities for private financial gain is prohibited.
8. The Community Services Department shall have the right to relocate or reassign meeting rooms or facilities, as it deems necessary and appropriate.
9. The City reserves the right to deny any facility use request from any person or organization for a public meeting in a City Facility that practices discrimination of any kind and prohibits the participation due to race, religion, national origin, or any form of disability.
10. If an applicant provides false information on his/her facility reservation request, including the name of the person or sponsoring organization, the purpose of the event/activity and/or the number of attendees, the City reserves the right to deny or cancel the facility request; and the applicant's fees may be forfeited. In addition, any current or future facility use requests by the applicant may be denied.
11. Special events or requests not covered in the City's policies must be submitted in writing and may be reviewed by the City to determine appropriate fees and what support services would need to be provided.
12. It is the responsibility of the applicant to manage and supervise all their participants and their children while using the City facility.
13. Groups using the Community Center Kitchen facilities shall furnish their own dishes, silverware, cooking utensils, paper products, towels, soap and other essentials needed to support their activity.

14. Gambling is prohibited in any City facility or parking lot. Approved "Casino Nights" used as fundraisers by a non-profit group are exempt.
15. City equipment shall not be removed from any City facility; and the City shall not be responsible for the loss, damages, or theft of equipment or articles owned, leased or rented by the people utilizing the facilities.
16. Smoking is prohibited in all City of South El Monte enclosed public meeting facilities.
17. All table and chair diagrams must be submitted in writing at least four working days prior to scheduled use of the facility.
18. Unruly behavior will not be tolerated and is not limited to physical violence, threats of physical violence, foul language, intoxication, or the disobeying of facility rules. Should such behavior continue after the first verbal warning, the applicant's permit may be terminated.
19. Pets or animals, except for seeing-eye dogs, service animals, or animals pre-approved for use in special exhibits, are strictly prohibited in any City building.
20. Use of glass containers is prohibited at all facilities unless otherwise approved by the Recreation Services Supervisor or his/her designee.
21. All rental applicants and their participants must park in designated parking areas and park only in marked stalls during the use of the City's Facilities.
22. The City will be responsible for hiring uniformed security staff at the applicant's expense for uses that include dancing and/or alcohol.
23. In the event the facility is left dirty or damaged or law enforcement has to respond to a complaint, the applicant automatically forfeits the damage deposit and will be responsible to pay additional cost incurred by the City.

5. Fees

1. All rental fees are based on the attached fee schedule approved by City Council. All fees are due seven working days prior to the use of the facility.
2. The Upon written request, the City Council may grant a waiver of a facility use fee and staff time to South El Monte based non-profit groups. With the approval of this waiver, the applicant must pay all other required deposits and fees. The City Council will grant a maximum of two waivers per non-profit organization per calendar year. The following criteria is required to qualify for a facility fee waiver: *
 1. The organization non-profit status must have a South El Monte address registered with the State of California.
 2. The organization name must include "South El Monte."
 3. At least 25% of the registered participants must be South El Monte residents. Rosters are required for verification.

*These provisions shall not apply to the Montebello Brewers.
3. A security deposit is required of all rental applicants and may not be applied toward the rental fees. All deposits are to be paid at the time of reservation, and all rental fees for the use of the facility are due seven working days prior to the facility reservation.

4. The security deposits are refundable, if the facility and equipment is left clean and free of damage, as determined by the Community Services staff after the facility is used.
5. All rental cancellation requests must be submitted five working days prior to the scheduled date of facility's use in order to receive a refund. In addition, the registration deposit will be forfeited.
6. A non-refundable registration fee will be charged before a building permit can be considered.

6. Specific Activities and Uses

A. Alcoholic Beverages

1. The serving of alcoholic beverages in the Community Center must be approved by the Recreation Services Supervisor or his/her designee. The serving of alcohol at the Senior Center must be approved by the City Council. Alcohol approval may be authorized in accordance with the following conditions:
 - a. The service, sale, and consumption of alcohol on the premises may be permitted only at those events for which the application for the rental of the facilities specifics.
 - b. An Alcohol Beverage Control ("ABC") permit is required if the user/group intends to sell alcohol. ABC permits must be obtained from the local ABC office no more than two weeks and not less than three days prior to the event. Proof of the purchase of the permit is required prior to the scheduled use of the facility.
 - c. Alcohol sale or consumption is restricted to locations designated on the approved facility use permit and is limited to five hours of activity time. If participants with alcohol enter park areas, parking lots, or facilities not approved in the permit, all deposits will be automatically forfeited, the activity may be canceled, and the person and/or organization reserving the facility may lose future facility use privileges.
 - d. Permits are good for one day only and must be posted at the facility rental site and in the room where the alcohol is being sold.
 - e. Beverages in plastic and aluminum cans are preferred. Use of glass containers is prohibited at all facilities unless otherwise approved by the Recreation Services Supervisor or his/her designee.
 - f. Any use or possession of alcohol without meeting the above policy and guidelines will result in the immediate cancellation of the event, forfeiture of all fees and deposits and the denial of the future use of City buildings.
 - g. Alcohol consumption, alcohol sales and display of alcohol will be stopped at 11:30 p.m.

B. Food and Beverages

1. Food shall not be sold to the public in City facilities without first obtaining a health permit from the Los Angeles County Health Department.
2. Food shall not be distributed outside the reserved area of the facility.
3. All caters of events in City facilities must have a City business license.

C. Set-up, Decorations and Clean-up

1. It is the responsibility of the applicant to set-up, decorate, and clean the facility after his/her scheduled event. The applicant will be required to walk through the facility with City staff before and after use to assure it is acceptable and in order, as determined by City staff.
2. The exact time for the set-up and removal of decorations must be included in the total reservation time requested.
3. The use of duct tape, tacks, nails, staples or similar fasteners is prohibited.

4. All decorations used by the applicant must be removed prior to user leaving the facility.
5. All City facility decorations are seasonal displays and must not be taken down or removed by the applicant.
6. Use of candles will be allowed on birthday cakes. Any other candles should be battery operated. Chafing dish fuel canisters will be allowed, but the use of any other open flames is prohibited.

D. Amplified Music and Equipment

1. The use of amplified music and equipment are only allowed in those City Facilities reserved for use and approved by the Community Services Department.
2. Amplified music, public address systems, and associated equipment are allowed only if the request is made beforehand and approved by the City in writing.
3. All approved amplified music, public address systems, and associated equipment must be terminated at 12:00 a.m. (midnight).
4. The noise level of the amplified music, public address system or any other noisemaker shall not exceed the noise limits as stated in the City of South El Monte Municipal Code, section 8.20.020.

7. Liability Insurance

1. All applicants renting the City facilities will be required to submit a Comprehensive Personal Liability Insurance Policy the amount of \$1,000,000 indemnifying and holding the City and its elected officials, officers, agents, and employees free and harmless from all claims for damage to persons or property by reason of users acts or those users participants, employees, agents, guests, or invitees in connection with uses use and/or occupancy of the City's Facilities.

In addition, the City, its elected officials, officers, agents or employees thereof, shall be designated as additional insureds under such insurance policy. Event insurance may be purchased through the Community Services Department.

2. Proof of the effective policy must be provided to the Supervisor of the Recreation Services Department, or his/her designee, at least three working days prior to the scheduled use of the facility.

ATTACHMENT C



**CITY FACILITY RESERVATION
REGULATIONS AND FEES POLICY**

REVISED JANUARY 9, 2024

EFFECTIVE JULY 11, 2018

Policy Statement

The City of South El Monte ("City") strives to provide opportunities in which the community can come together for positive experiences and enhance the lives of individuals and families. The City's Recreation Services Department provides a great opportunity for the community to come together to meet this goal.

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Due to the growing increase in demand for the use of the Facilities in the community, the City encourages and emphasizes the sharing of the Facilities and requests that only those Facilities be reserved that are needed for programs and activities. In addition, the City may charge a fee to recover its costs to operate, maintain, supervise, and administer the use of its Facilities.

The City will evaluate the effectiveness of these policies and procedures on an annual basis and make revisions, as needed, to address the service needs and interests of the community.

2. Facilities Available for Reservation and Rental

- Community Center Complex, 1530 Central Avenue
- Aquatic Center, 1500 Central Avenue
- Mary Van Dyke Park- Community Room and Gazebo, 1819 Central Avenue
- New Temple Park, 1450 Lidcombe Avenue
- Dean Shively Park, 1402 Lerma Road
- Senior Center, 1556 Central Avenue

3. Qualifying User Groups- Descending Order of Priority

Resident – Resident includes individuals with a South El Monte address conducting functions and/or activities not open to the general public; commercial industrial, private or professional organizations/businesses with a South El Monte address, using the Facilities for non-profit purpose; public and private schools; church groups; local certificated (501c3) non-profit youth and adult organizations, whose membership live, work, or go to schools in the City and conduct community events, programs and/or activities that are open to the general public, and City employees. Proof of non-profit status must be submitted and on file prior to the scheduled use of the facility.

Non-Resident – Users without a South El Monte address.

COMMUNITY CENTER COMPLEX

Room	Resident	Non-Resident
Gym	\$100 per hour	\$300 per hour
Amphitheater	\$50 per hour	\$100 per hour
Kitchen	\$200 per hour	\$300 per hour
Dance Room	\$10 per hour	\$20 per hour
With addition of:		
Clean-up Deposit	\$300	\$350
Damage Deposit	\$600	\$1,000
Security Personnel	\$22 per hour	\$22 per hour
Staff Fees	\$12 per hour	\$12 per hour

Liability Insurance Premiums

Occupancy	Premium	Occupancy	Premium
1-100	\$122.46	101-500	\$213.36

Liquor Legal Liability Premiums

Occupancy	Premium	Occupancy	Premium
1-100	\$135.46	101-500	\$170.90

SENIOR CENTER

Seniors and senior citizen organizations will have priority use of the Senior Center.

Room	Resident	Non-Resident
Dining Room	\$100 per hour	\$300 per hour
Game Room 1	\$10 per hour	\$30 per hour
Craft Room	\$10 per hour	\$40 per hour
Library	\$10 per hour	\$30 per hour
With addition of:		
Clean-up Deposit	\$250	\$350
Damage Deposit	\$500	\$1,000
Security Personnel	\$22 per hour	\$22 per hour
Staff Fees	\$12 per hour	\$12 per hour

Liability Insurance Premiums

Occupancy	Premium	Occupancy	Premium
1-100	\$122.46	101-500	\$213.36

Liquor Legal Liability Premiums

Occupancy	Premium	Occupancy	Premium
1-100	\$135.46	101-500	\$170.90

AQUATICS CENTER

**Three lifeguards per hour minimum; four lifeguards if also using wading pool.
Fees are per lifeguard.**

Room	Resident	Non-Resident
Pool	\$100 per hour	\$300 per hour
With addition of:		
Lifeguard	\$12 per hour	\$12 per hour
Locker Attendant	\$15 per hour	\$15 per hour
Clean-up Deposit	\$300	\$350
Damage Deposit	\$600	\$1,000

Liability Insurance Premiums

Occupancy	Premium	Occupancy	Premium
1-100	\$122.46	101-500	\$213.36

MARY VAN DYKE PARK

Room	Resident	Non-Resident
Community Room	\$200	\$250
Gazebo	\$100	\$150
With addition of:		
Damage Deposit	\$50	\$50
Bouncer	\$25 with proof of insurance	\$25 with proof of insurance

NEW TEMPLE PARK/DEAN SHIVELY PARK

Area	Resident	Non-Resident
Single Day Use of Field	\$50	\$100
Lining of Ball Fields	\$25 per field	\$50 per field
Lining of Football Field	\$50	\$100
Picnic Areas	\$25	\$50
With addition of:		
Lights	\$30 per hour	\$30 per hour
Bouncer	\$25 with proof of insurance	\$25 with proof of insurance
Concession Stand	\$200	\$200
Clean-up Deposit	\$250	\$250
Damage Deposit	\$500	\$500

*****WATERSLIDES AND PONY RIDES ARE NOT PERMITTED.*****

4. General Facility Reservation Policies and Procedures

The following policies and procedures are reviewed annually and regulate the reservation and rental use of the City's Facilities. City equipment may also be rented in conjunction with a building rental. Water slides and pony rides are not permitted.

The City reserves the right to establish a fee schedule for the rental of its Facilities in an effort to recoup its administration, maintenance, utility and equipment costs. The established fee schedule is based upon an hourly charge.

It is at the City Council's discretion to waive the facilities rental fee for local South El Monte based non-profit organizations. All other fees/costs related to the use of facilities such as staff, security, insurance, and deposits may not be waived. No more than two (2) permits per calendar year will be waived for non-profit organizations. The City's policies and procedures also include the following:

1. All Facilities reservation and rental requests are to be submitted to the Community Services Department at (626) 579-2043 between the hours of 9:00 a.m. – 7:00 p.m.
2. All persons submitting an application to reserve a City Facilities must be 21 years of age or older; and if applicant is submitting the application on behalf of an organization, the applicant must be an officer of the organization.
3. No permit will be allowed to continue past 1:00 a.m. Amplified music must be terminated no later than 12:00 a.m.
4. No reservation shall be deemed approved until applicant receives approval in writing from the Recreation Services Supervisor or his/her designee.
5. Reservations must be submitted 14 WORKING DAYS prior to reservation date, but no more than a year prior to the scheduled event. All reservation requests are subject to approval on a first come, first serve basis.
6. A reservation may be revoked by the Community Services Department at any time for a violation of the City's approved policies and procedures for the use of its Facilities.
7. The private and commercial use of the City's Facilities for private financial gain is prohibited.
8. The Community Services Department shall have the right to relocate or reassign meeting rooms or facilities, as it deems necessary and appropriate.
9. The City reserves the right to deny any facility use request from any person or organization for a public meeting in a City Facility that practices discrimination of any kind and prohibits the participation due to race, religion, national origin, or any form of disability.
10. If an applicant provides false information on his/her facility reservation request, including the name of the person or sponsoring organization, the purpose of the event/activity and/or the number of attendees, the City reserves the right to deny or cancel the facility request; and the applicant's fees may be forfeited. In addition, any current or future facility use requests by the applicant may be denied.
11. Special events or requests not covered in the City's policies must be submitted in writing and may be reviewed by the City to determine appropriate fees and what support services would need to be provided.
12. It is the responsibility of the applicant to manage and supervise all their participants and their children while using the City facility.
13. Groups using the Community Center Kitchen facilities shall furnish their own dishes, silverware, cooking utensils, paper products, towels, soap and other essentials needed to support their activity.

14. Gambling is prohibited in any City facility or parking lot. Approved "Casino Nights" used as fundraisers by a non-profit group are exempt.
15. City equipment shall not be removed from any City facility; and the City shall not be responsible for the loss, damages, or theft of equipment or articles owned, leased or rented by the people utilizing the facilities.
16. Smoking is prohibited in all City of South El Monte enclosed public meeting facilities.
17. All table and chair diagrams must be submitted in writing at least four working days prior to scheduled use of the facility.
18. Unruly behavior will not be tolerated and is not limited to physical violence, threats of physical violence, foul language, intoxication, or the disobeying of facility rules. Should such behavior continue after the first verbal warning, the applicant's permit may be terminated.
19. Pets or animals, except for seeing-eye dogs, service animals, or animals pre-approved for use in special exhibits, are strictly prohibited in any City building.
20. Use of glass containers is prohibited at all facilities unless otherwise approved by the Recreation Services Supervisor or his/her designee.
21. All rental applicants and their participants must park in designated parking areas and park only in marked stalls during the use of the City's Facilities.
22. The City will be responsible for hiring uniformed security staff at the applicant's expense for uses that include dancing and/or alcohol.
23. In the event the facility is left dirty or damaged or law enforcement has to respond to a complaint, the applicant automatically forfeits the damage deposit and will be responsible to pay additional cost incurred by the City.

5. Fees

1. All rental fees are based on the attached fee schedule approved by City Council. All fees are due seven working days prior to the use of the facility.
2. Upon written request, the City Council may grant a waiver of a facility use fee and staff time to South El Monte based non-profit groups. With the approval of this waiver, the applicant must pay all other required deposits and fees. The City Council will grant a maximum of two waivers per non-profit organization per calendar year. The following criteria is required to qualify for a facility fee waiver: *
 1. The organization non-profit status must have a South El Monte address registered with the State of California.
 2. The organization name must include "South El Monte."
 3. At least 25% of the registered participants must be South El Monte residents. Rosters are required for verification.

*These provisions shall not apply to the Montebello Brewers.
3. A security deposit is required of all rental applicants and may not be applied toward the rental fees. All deposits are to be paid at the time of reservation, and all rental fees for the use of the facility are due seven working days prior to the facility reservation.

4. The security deposits are refundable, if the facility and equipment is left clean and free of damage, as determined by the Community Services staff after the facility is used.
5. All rental cancellation requests must be submitted five working days prior to the scheduled date of facility's use in order to receive a refund. In addition, the registration deposit will be forfeited.
6. A non-refundable registration fee will be charged before a building permit can be considered.

6. Specific Activities and Uses

A. Alcoholic Beverages

1. The serving of alcoholic beverages in the Community Center must be approved by the Recreation Services Supervisor or his/her designee. The serving of alcohol at the Senior Center must be approved by the City Council. Alcohol approval may be authorized in accordance with the following conditions:
 - a. The service, sale, and consumption of alcohol on the premises may be permitted only at those events for which the application for the rental of the facilities specifics.
 - b. An Alcohol Beverage Control ("ABC") permit is required if the user/group intends to sell alcohol. ABC permits must be obtained from the local ABC office no more than two weeks and not less than three days prior to the event. Proof of the purchase of the permit is required prior to the scheduled use of the facility.
 - c. Alcohol sale or consumption is restricted to locations designated on the approved facility use permit and is limited to five hours of activity time. If participants with alcohol enter park areas, parking lots, or facilities not approved in the permit, all deposits will be automatically forfeited, the activity may be canceled, and the person and/or organization reserving the facility may lose future facility use privileges.
 - d. Permits are good for one day only and must be posted at the facility rental site and in the room where the alcohol is being sold.
 - e. Beverages in plastic and aluminum cans are preferred. Use of glass containers is prohibited at all facilities unless otherwise approved by the Recreation Services Supervisor or his/her designee.
 - f. Any use or possession of alcohol without meeting the above policy and guidelines will result in the immediate cancellation of the event, forfeiture of all fees and deposits and the denial of the future use of City buildings.
 - g. Alcohol consumption, alcohol sales and display of alcohol will be stopped at 11:30 p.m.

B. Food and Beverages

1. Food shall not be sold to the public in City facilities without first obtaining a health permit from the Los Angeles County Health Department.
2. Food shall not be distributed outside the reserved area of the facility.
3. All caterers of events in City facilities must have a City business license.

C. Set-up, Decorations and Clean-up

1. It is the responsibility of the applicant to set-up, decorate, and clean the facility after his/her scheduled event. The applicant will be required to walk through the facility with City staff before and after use to assure it is acceptable and in order, as determined by City staff.
2. The exact time for the set-up and removal of decorations must be included in the total reservation time requested.
3. The use of duct tape, tacks, nails, staples or similar fasteners is prohibited.

4. All decorations used by the applicant must be removed prior to user leaving the facility.
5. All City facility decorations are seasonal displays and must not be taken down or removed by the applicant.
6. Use of candles will be allowed on birthday cakes. Any other candles should be battery operated. Chafing dish fuel canisters will be allowed, but the use of any other open flames is prohibited.

D. Amplified Music and Equipment

1. The use of amplified music and equipment are only allowed in those City Facilities reserved for use and approved by the Community Services Department.
2. Amplified music, public address systems, and associated equipment are allowed only if the request is made beforehand and approved by the City in writing.
3. All approved amplified music, public address systems, and associated equipment must be terminated at 12:00 a.m. (midnight).
4. The noise level of the amplified music, public address system or any other noisemaker shall not exceed the noise limits as stated in the City of South El Monte Municipal Code, section 8.20.020.

7. Liability Insurance

1. All applicants renting the City facilities will be required to submit a Comprehensive Personal Liability Insurance Policy the amount of \$1,000,000 indemnifying and holding the City and its elected officials, officers, agents, and employees free and harmless from all claims for damage to persons or property by reason of users acts or those users participants, employees, agents, guests, or invitees in connection with uses use and/or occupancy of the City's Facilities.

In addition, the City, its elected officials, officers, agents or employees thereof, shall be designated as additional insureds under such insurance policy. Event insurance may be purchased through the Community Services Department.

2. Proof of the effective policy must be provided to the Supervisor of the Recreation Services Department, or his/her designee, at least three working days prior to the scheduled use of the facility.



City Council Agenda Report

Agenda Item No. 7.e.

DATE: January 9, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-118, CONSENTING TO THE REAPPOINTMENT OF DONNA G. SCHWARTZ AS CITY CLERK AND APPROVAL OF AMENDED AND RESTATED CITY CLERK EMPLOYMENT AGREEMENT

SUMMARY: Staff is asking the City Council to consent to the reappointment of Donna G. Schwartz as City Clerk and approve her amended and restated employment agreement for services as City Clerk.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-118, approving the amended and restated employment agreement between the City and Donna G. Schwartz for the position of City Clerk; and
2. Authorize the City Manager to execute agreement.

FISCAL/FINANCIAL IMPACT: The City Clerk position was budgeted for fiscal year 2023-24, including Ms. Schwartz's new annual salary of \$115,509.60 annually, which is Step E of the City's current salary schedule for the position of City Clerk, plus estimated benefits of \$40,428.36 calculated at 35% of salary (auto allowance, employer contribution to deferred compensation, employer contribution to pension, and insurance benefits). Any increases in subsequent years will be applied through performance reviews and/or salary adjustments. At this time, funds are available to administer the terms of the amended and restated employment agreement.

DISCUSSION: The City Clerk is an essential member of the City's Executive Management Team and reports directly to the City Manager. The City Clerk's Office is responsible for the preservation of, and accessibility to the official City records and legislative actions; administration and conduction of elections to ensure the integrity of the democratic process; providing support to the City Council, City staff and the public in a courteous, timely, and efficient manner.

The key terms and provisions of the proposed agreement for Donna G. Schwartz are:

1) Two-year term; 2) Annual Base Salary of \$115,509.60 (\$9,625.80 per month); 3) Car allowance in the amount of \$400 per month; 4) Three (3) months' severance if terminated (subject to the state law requirement that severance is limited to the monthly salary multiplied by the number of months left on the unexpired term of the contract); and 5) Same employment benefits as those currently provided to the City's other department heads.

Ms. Schwartz is receiving a 5% salary increase. After 6 months, City Council will assess whether an additional 5% salary increase may be granted. For further information on the agreement between the City and Donna G. Schwartz, see Attachment B.

ATTACHMENT(S):

- A. Resolution No. 24-118
- B. City Clerk Agreement- D. Schwartz

ATTACHMENT A

RESOLUTION NO. 24-118

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL REAPPOINTING DONNA G. SCHWARTZ TO THE POSITION OF CITY CLERK AND APPROVAL OF THE AMENDED AND RESTATED CITY CLERK EMPLOYMENT AGREEMENT

WHEREAS, it is the desire of the City Manager of the City of South El Monte (hereinafter the "City Manager") to reappoint Donna G. Schwartz to serve in the position of City Clerk beginning on January 9th, 2024 and approve an amended and restated city clerk employment agreement; and

WHEREAS, pursuant to South El Monte Municipal Code section 2.64.030, appointment of City department heads “. . . shall be made by the city manager, subject to the consent of the city council[;]” and

WHEREAS, the position of City Clerk is the department head of the City Clerk Department; and

WHEREAS, pursuant to South El Monte Municipal Code section 2.64.030, City department heads hold employment “at and during the pleasure of the city manager”[;] and

WHEREAS, on June 9, 2020, Ms. Schwartz and the City entered into the City Clerk Employment Agreement (“Original Agreement”) by which Ms. Schwartz was appointed to serve in the position of City Clerk for the City effective June 15, 2020; and

WHEREAS, since the Original Agreement expired by its own terms on June 14, 2023, Ms. Schwartz has continued to serve as City Clerk and Ms. Schwartz and the City have been negotiating the terms and conditions under which Ms. Schwartz would continue to provide City Clerk professional services to the City; and

WHEREAS, the City agrees that Ms. Schwartz continues to have the necessary qualifications and experience to perform as City Clerk; and

WHEREAS, the City and Ms. Schwartz desire to enter into an amended and restated City Clerk employment agreement.

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 consents to the appointment of Donna G. Schwartz as City Clerk pursuant to South El Monte Municipal Code section 2.64.030. The City Council authorizes the City Manager to execute the amended and restated employment agreement of Donna G. Schwartz as City Clerk in substantially the same form as the attached amended and restated employment agreement that is approved through this resolution by the City Council and subject to the City Attorney's approval as to form.

SECTION 3. This resolution shall be effective immediately upon its adoption.

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

PASSED, APPROVED AND ADOPTED this 9th day of January 2024.

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. 24-118 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 9th day of January 2024 and that said Resolution was adopted by the following vote:

AYES: Councilmemeber(s):

NOES: Councilmember(s):

Donna G. Schwartz, City Clerk

ATTACHMENT B

CITY OF SOUTH EL MONTE

AMENDED AND RESTATED

CITY CLERK EMPLOYMENT AGREEMENT

This City Clerk AMENDED AND RESTATED EMPLOYMENT AGREEMENT (“Agreement”) is entered into and made effective the 9th day of January 2024, by and between the CITY OF SOUTH EL MONTE, a general law city and municipal corporation (“City”) and Donna Schwartz, an individual (“Employee”).

RECITALS

WHEREAS, pursuant to South El Monte Municipal Code §2.64.030, appointment of City department heads “. . . shall be made by the city manager, subject to the consent of the city council[;]” and

WHEREAS, the position of City Clerk is the department head of the City’s City Clerk Department; and

WHEREAS, pursuant to South El Monte Municipal Code §2.64.030, City department heads hold employment “at and during the pleasure of the city manager[;]” and

WHEREAS, on June 9, 2020, Employee and the City entered into the City Clerk Employment Agreement (“Original Agreement”) by which Employee was appointed to serve in the position of City Clerk for the City effective June 15, 2020; and

WHEREAS, since the Original Agreement expired by its own terms on June 14, 2023, EMPLOYEE has continued to serve as City Clerk and Employee and the City have been negotiating the terms and conditions under which Employee would continue to provide City Clerk professional services to the City; and

WHEREAS, the Parties agree that Employee continues to have the necessary qualifications and experience to perform as City Clerk; and

WHEREAS, the duties of the City Clerk are set forth in Exhibit “A” to this Agreement; and

WHEREAS, the Parties now wish to enter into an Amended and Restated City Clerk Employment Agreement to establish the terms and conditions of Employee’s continued provision of City Clerk professional services to the City, including a five percent (5%) base salary increase for Employee.

WHEREAS, the Parties now wish to enter into an Amended and Restated City Clerk Employment Agreement to establish the terms and conditions of Employee’s continued provision of City Clerk professional services to the City, including a five percent (5%) base salary increase

for Employee and to correctly reference that Employee is a CalPERS “new member” under PEPRA rather than a “classic member”.

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

AGREEMENT

1.0 EMPLOYMENT & DUTIES

1.1 Duties. City continues to employ Employee as City Clerk for the City to perform the functions and duties of the City Clerk position as set forth in Chapter 2.20 of the South El Monte Municipal Code and as described in Exhibit “A,” and to perform such other legally permissible and proper duties and functions as the City Manager shall, from time-to-time, direct or assign. The City reserves the right to adopt and/or amend the job description and functions and duties for the position of City Clerk, as it deems necessary and appropriate, without requiring Employee’s acquiescence or an amendment of this Agreement. Employee agrees to perform all such functions and duties to the best of Employee’s ability and in an efficient, competent, and ethical manner.

1.2 Work Schedule. It is recognized that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. Employee acknowledges that proper performance of the duties of City Clerk will require Employee to generally observe normal business hours, as set by the City and may be duly revised from time-to-time (currently 7:00 a.m. to 5:30 p.m., Monday through Thursday), and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the City will permit Employee such reasonable “time off” as is customary for exempt employees of the City, so long as the time off does not interfere with normal business. Employee’s compensation (whether salary or benefits or other allowances) is not based on hours worked, and Employee shall not be entitled to any compensation for overtime.

1.3 Other Activities. Employee shall focus her professional time, ability, and attention to City business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the City Manager, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of City Clerk.

1.4 Employment Status. Employee shall serve at the will and pleasure of the City Manager and understands that she shall be an “at-will” employee without recourse to bumping

or other demotion rights and shall be subject to summary dismissal without any right of notice or hearing except as expressly provided in this Agreement, including any so-called due process pre-disciplinary “Skelly” hearing. The City may terminate Employee at any time in accordance with Section 3.4 below.

1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing her duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Manager, for any purposes other than the performance of her duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.6 Exclusion from Classified Service. Employee understands, acknowledges and agrees that she is not included within the classified service of the City pursuant to South El Monte Municipal Code §2.64.010(H)(7).

1.7 FLSA Exempt Status. Employee acknowledges and agrees that her position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

2.0 COMPENSATION

2.1 Compensation. For the services rendered pursuant to this Agreement, commencing the first full pay period following the Effective Date of this Agreement Employee’s base compensation shall be Nine Thousand Six Hundred and Twenty Five dollars and Eighty Cents (\$9,625.80) monthly (“Salary”), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers’ compensation, and other payroll-related liability costs.

Following six (6) months of the Effective Date of this Agreement, the City Council will assess, in its sole discretion, whether an additional Salary increase is warranted. Any Salary increase shall be by written amendment to this Agreement, and provided the increased Salary is within the Council-approved salary range for the position of City Clerk such amendment may be approved by the City Manager.

2.2 Annual Salary Review. The City Manager and Employee agree to conduct an annual salary review concurrently with any annual performance evaluation conducted pursuant to Section 5.2. Following the annual performance review, the City Manager may increase Employee’s salary within the Council-approved salary range for the position of City Clerk. The City Manager 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.

2.3 Ratification of Compensation Paid. The prior employment agreement between EMPLOYEE and the CITY expired by its own terms on June 14, 2023. Between June 15, 2023 and the Effective Date, Employee continued to serve as City Clerk for the City and received compensation and benefits consistent with the terms of the Original Agreement. The City, by entering into this Agreement, ratifies all compensation and benefits paid to Employee between June 15, 2023 and the Effective Date.

3.0 TERM

3.1 Commencement & Effective Date. Employee commenced services as City Clerk on June 15, 2020. January 9, 2024 shall be deemed the effective date of this Agreement (“Effective Date”).

3.2 Term. The term of this Agreement commenced as of the Effective Date specified in Section 3.1 and shall automatically terminate on January 8, 2026, unless terminated prior to this date by either Party pursuant to Section 3.3 or 3.4 (“Term”).

3.3 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the City Manager with at least thirty (30) days’ advance written notice. In the event Employee terminates this Agreement, Employee expressly agrees that she shall not be entitled to any severance pay.

3.4 Termination by City. The City Manager may terminate this Agreement at any time with or without cause, by providing written notice of the reason(s). The City Manager’s right to terminate Employee pursuant to this Section 3.4 shall not be subject to or in any way limited by the City’s Personnel Rules or past City practices related to the employment, discipline or termination of the City’s employees. Employee expressly waives any rights provided for the City Clerk under the City’s Personnel Rules, Municipal Code, or under other state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of City Clerk. Upon appointment to the City Clerk position, Employee shall be an at-will employee serving at the pleasure of the City Manager.

(a) Termination by City for Cause. The City may terminate this Agreement for cause at any time by providing Employee with five (5) business days’ written notice of the termination for cause and the facts and grounds constituting such cause. The term “cause” shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) Breach of this Agreement, 2) Willful or persistent material breach of duties, 3) Résumé fraud or other acts of material dishonesty, 4) Unauthorized absence or leave, 5) Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or conviction of a felony under California law, 6) Violation of the City’s anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, 7) Violation of the City’s Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City’s Personnel Rules, 8) Use or possession of illegal drugs, 9) Engaging in conduct tending to bring embarrassment or disrepute to the City, 10) Any illegal or unethical act involving personal gain, 11) A pattern of repeated,

willful and intentional failure to carry out materially significant and legally constituted direction or policy decisions of the City Manager, 12) Gross misfeasance or gross malfeasance, and 13) “abuse of office or position” as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption). For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and the services of Employee hereunder, the City shall have no obligation to pay severance.

(b) Termination by City Manager Without Cause. The City Manager may terminate Employee at any time without cause but rather based upon management reasons such as implementing the City’s goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of management styles. In the event Employee is terminated without cause, Employee expressly agrees that she shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below.

4.0 SEVERANCE

4.1 Severance Pay. In the event Employee is terminated without cause and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee severance in an amount equal to her monthly base Salary (as defined in Section 2 above, calculated on a per diem basis) then in effect multiplied by three (3), less applicable deductions and excluding deferred compensation or the value of any other benefits. Notwithstanding the foregoing, Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Accordingly, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the three (3) months provided in this Section.)

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Section 3.4(a), should Employee be terminated for cause, the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should Employee initiate termination of this Agreement, the City shall have no obligation to pay the severance provided for in Section 4.1 above. Furthermore, in the event this Agreement expires by its own term as provided in Section 3.2 above, then the City shall have no obligation to pay the severance provided for in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause. Employee expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution of the standard “Agreement of Separation, Severance, and General Release” attached hereto in form only as Exhibit “B.”

5.0 PERFORMANCE EVALUATIONS

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the City Clerk Department of the City. Nothing herein shall be deemed to alter or change the employment status of Employee (as set forth in Section 1.4 above), nor shall this Section 5.0 be construed as requiring "cause" to terminate this Agreement, or the services of Employee hereunder.

5.2 Annual Evaluation. The City Manager may, at his/her sole discretion, review and evaluate the performance of Employee annually within thirty (30) days after each anniversary of the Effective Date. In addition, Employee shall submit for the City Manager's consideration, no later than December 1 of each year of the term of this Agreement, Employee's proposed annual performance goals and objectives and incorporate the City Manager's suggestions. Such review and evaluation, if any, will be conducted concurrently with an annual salary review, and in accordance with the purpose noted in Section 5.1 above.

5.3 Written Summary. The City Manager may, at his/her sole discretion, elect to provide a written summary of each performance evaluation to Employee within two (2) weeks following the conclusion of the review and evaluation process.

6.0 BENEFITS

6.1 Holiday. The City shall provide Employee with the following holidays with pay:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Cesar Chavez Day (not observed holiday)
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans' Day
10. Thanksgiving Day
11. Christmas Day
12. Employee's Birthday (not observed holiday)
13. Juneteenth Day (not observed holiday)

Cesar Chavez Day, Juneteenth Day, and Employee's Birthday are not observed holidays. Employee shall earn one floating holiday for Cesar Chavez Day, Juneteenth Day, and Employee's Birthday. Employee may use the floating holidays on any scheduled workday with prior City Manager approval. Employee shall not accrue more than three (3) floating holidays. Upon Employee's separation from City service for any reason, the City shall compensate Employee for any accrued floating holidays. The value of accrued floating holidays

shall be calculated using Employee's prevailing pay rate on the date of Employee's separation from City service.

6.2 Administrative Leave. Employee will be granted 40 hours of administrative leave per fiscal year. Employee shall not accrue more than 40 hours of administrative leave. Employee shall not use less than one (1) hour of administrative leave at any one time. Administrative leave must be used and deducted from accruals on an hour by hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon Employee's separation from City service for any reason, the City shall compensate Employee for any accrued administrative leave. The value of accrued administrative leave shall be calculated using Employee's prevailing pay rate on the date of Employee's separation from City service.

6.3 Bereavement Leave. Employee shall be entitled to bereavement leave for a period not exceeding three (3) workdays for deaths within the Employee's immediate family. Immediate family is defined as any relative by blood or marriage who is a member of the Employee's household (under the same roof), and the Employee's spouse, registered domestic partner, parents or step-parents; spouse's parents or step-parents; brothers, step-brothers or half-brothers; sisters, step-sisters or half-sisters; Employee's grandparents; spouse's grandparents; grandchildren; aunts and uncles, in-laws, regardless of the residence of the deceased. For purposes of compliance with Government Code section 12945.7, Employee shall be entitled to two additional days of bereavement leave (totaling five days), which will be unpaid unless Employee elects to use accrued vacation, sick, administrative, or floating holiday leave for pay on these days.

6.4 Time Off For Jury Duty. The City shall grant up to 22 business days off to Employee if she is required to serve on jury duty, with compensation at Employee's existing pay rate. The Employee shall remit to the City any money paid to her by the court for jury service.

6.5 Health Benefits. The City, only while it participates in the California Public Employees' Retirement System Medical and Hospital Care Plan ("PERS Plan"), shall make the following contributions towards the cost of medical insurance for Employee: the City will contribute directly to PERS an amount to be applied to the applicable PERS Plan monthly premium. The City will contribute an amount equal to the actual monthly premium for the plan and applicable number of dependents (employee only, employee & 1 dependent or employee & 2 or more dependents), not to exceed the monthly premium rate established by Kaiser Permanente for its Family Health Plan. Employee will pay any premium amount above the maximum City contribution by payroll deduction. If Employee does not enroll in any medical insurance plan offered by the City, then in lieu of the City contribution to health benefits provided pursuant to this section 6.5 Employee shall instead receive a deferred compensation payment of \$600 per month. To be eligible for the \$600 deferred compensation payment, Employee must submit to the City written proof of duplicate medical insurance coverage. The City reserves the right to enhance, reduce, terminate, and amend or to otherwise change its health and other benefit programs at any time.

6.7 Vision and Dental Insurance. The City shall pay the monthly vision and dental insurance premiums for Employee and her eligible dependents.

6.8 Life Insurance, Accidental Death Insurance and Long-Term Disability Insurance: The City shall pay 100% of the cost of term life insurance equal to Employee's annual salary, accidental death and dismemberment insurance equal to Employee's annual salary, and long-term disability insurance equal to two-thirds of Employee's monthly salary. The long-term disability insurance plan shall provide a 30-day benefit exclusion and benefit payments until the age of 70 years.

6.9 California Public Employees' Retirement System ("CalPERS"). Employee is a "PEPRA" local miscellaneous member, and accordingly is covered by the 2.0% @ 62 CalPERS retirement formula. Employee will pay the mandatory CalPERS contribution rate for "PEPRA" members as determined by CalPERS, which amount is currently 7.75%.

6.11 Retiree Health Benefits. Should Employee retire from the City as a CalPERS eligible retiree, the City will contribute an amount toward the CalPERS medical premium that is equal to the amount required under the City's resolution electing coverage under the Public Employees Medical and Hospital Care Act ("PEMHCA"), which is the minimum amount required by the PEMHCA. The City shall have no obligation to make such contribution in the event it no longer participates in the CalPERS medical and hospital care program. Provided that Employee has reached the minimum age of 50 years of age and retired from the City as a CalPERS eligible retiree, she shall continue to be eligible to participate in the City's group medical, dental and vision care plans until age 65, contingent upon the health provider's acceptance. The full cost of any insurance selected by the retiree shall be borne by the retiree. As long as the retiree is enrolled in an insurance plan her eligible dependents may also enroll in the insurance plans as provided above. The retiree and/or dependent shall pay any cost of dependent insurance benefits.

6.12 Purchase of Home Office Equipment. The City will advance up to a total of \$3,000 to Employee (including any advances previously provided under the Original Agreement) for the purpose of acquiring a personal computer and appurtenant types of office equipment which the Employee will utilize at her home to facilitate work production outside normal business hours. More than one such advance may be made, but at no time may the combined total of all outstanding advances exceed \$3,000, including any advances previously provided under the Original Agreement. Funds will be advanced only after the need for the equipment is verified and approved by the City Manager and a reimbursement agreement, approved by the City Attorney, is executed.

6.13 Reimbursement For Damage To Employee Vehicles. The City agrees to reimburse Employee in an amount not to exceed \$200 per fiscal year for damages due to or caused by vandalism to Employee's vehicle while on City property during Employee's working hours. In order to be eligible for reimbursement, Employee must submit an incident report and a Sheriff's report to the City Manager and Risk Manager regarding the incident causing the damage to the vehicle.

6.14 Education Reimbursement. The City will reimburse Employee for the cost of all books and tuition incurred by Employee while attending an accredited educational institution for those courses directly related to the Employee's scope of employment or which are contained within an approved curriculum of study that is directly related to the Employee's scope of employment. Tuition shall be reimbursed at rates up to the tuition rates of the California State University system. The City will reimburse the Employee for all classes the Employee completes with a grade of "C" or better provided Employee: i) provides a list of classes to the City Manager prior to each quarter or semester; ii) provides to the City Manager verification of the cost for tuition and books; and iii) provides to the City Manager certification of completion upon completion of the course(s).

6.15 Vacation Leave.

(a) Employee may accrue up to a maximum of 320 hours of unused vacation leave. Upon reaching 320 hours, Employee shall earn no additional vacation accrual until her balance of accrued but unused vacation leave is reduced below 320 hours. Upon a written administrative determination by the City Manager that work demands prevent Employee from using vacation time on a timely basis, the City Manager may permit Employee to exceed the maximum accrual cap by a specified amount and for a specified time, not to exceed 40 hours of vacation time and not to exceed a duration of 6 months. The City Manager may also require a plan designed to bring Employee back into compliance with vacation accrual limitations. It is the responsibility of Employee to arrange for timely use or, to the extent available, cash conversion of vacation time well in advance of reaching the maximum accrual limit.

(b) Employee shall not use less than one (1) hour of vacation leave at any one time. Vacation leave must be used and deducted from accruals on an hour by hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours.

(c) If Employee has accrued in excess of 250 hours, she may be paid for the excess vacation on a dollar-for-dollar basis twice per year at the end of the fiscal year or end of the calendar year subject to the following:

1. Employee must have taken minimum hours of vacation in the fiscal year so that at the end of the fiscal year the vacation accrual does not exceed 320 hours.

2. The payout must otherwise comply with any City rules and procedures pertaining to vacation leave cash out.

3. In the event vacation leave cash-out procedures are changed for other City employees, then Employee shall be subject to such updated vacation leave cash out procedures.

(d) Employee shall be credited with vacation leave at the following rates based upon the length of service:

1. Eight hours per month (accrued at the rate of four hours bi-weekly for 24 of the 26 pay periods annually) during the first five years of service;

2. Ten hours per month (accrued at the rate of five hours bi-weekly for 24 of the 26 pay periods annually) during the sixth through the tenth years of service;

3. Twelve hours per month (accrued at the rate of six hours bi-weekly for 24 of the 26 pay periods annually) during the 11th through 15th years of service; and

4. Thirteen hours per month (accrued at the rate of six and one-half hours bi-weekly for 24 of the 26 pay periods annually) during the 16th and following years of service.

6.16 Sick Leave.

(a) Employee shall accrue sick leave at the rate of eight (8) hours of sick leave for each complete month of service.

(b) Employee may accrue an unlimited number of sick leave hours. Employee shall not use less than one (1) hour of sick leave at any one time. Sick leave must be used and deducted from accruals on an hour by hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours.

(c) If Employee accrues in excess of 330 hours, Employee may opt to be paid for up to 80 hours on a dollar for-dollar basis one-time per fiscal year during the payroll that includes March 31st. In the event sick leave cash-out procedures are changed for other City employees, then Employee shall be subject to such updated sick leave cash out procedures.

(d) Upon separation, Employee shall be eligible to receive monetary compensation for any unused sick leave based on the table below. Years of service shall be calculated based on the Employee's anniversary date.

Years of Service	Value of Sick Leave
0-4 years	0%
5 – 10 years	10%
11 – 15 years	15%
16 years and above	20%

6.17 Deferred Compensation. City shall contribute \$300.00 per month into a qualified 457 plan.

6.18 Cellular Phone. At no cost to Employee, City shall provide Employee with the use of a City-owned cellular phone. Employee shall reimburse City for all cell phone charges incurred for personal use not related to the performance of her job.

6.19 Automobile Allowance.

(a) City shall provide to Employee a monthly automobile allowance of \$400. Such amount is intended to reimburse Employee for all costs associated with the use of Employee's automobile for City business, including but not limited to all applicable costs of automobile liability insurance, maintenance, operating expenses, depreciation and interest.

(b) Employee shall maintain all records required by applicable California and federal law concerning use of such automobile, including without limitation records to substantiate personal and City-related use of such automobile.

(c) Employee shall maintain automobile liability insurance policy with \$100,000/300,000/50,000 maximum coverage, combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts arising out of the operation of the automobile. Unless otherwise required by the City, Employee will maintain a policy with such coverage and limits throughout the term of this Agreement. If City requires Employee to secure and maintain an insurance policy with greater coverage than said coverage set forth in the insurance policy currently insuring Employee, and as a result of such requirement Employee's premium cost for such policy containing greater coverage is higher than the premium cost of his insurance policy, City shall pay the difference. Employee shall name City, and its Council members, officials and employees as additional insured on his policy; and deliver to City copies of such insurance endorsements and certificate of insurance. Such insurance policy shall provide that the insurance coverage shall not be canceled, reduced or otherwise modified by Employee or by Employee's insurance carrier without at least 30 days prior written notice, served on City personally by said insurance company.

6.20 Changes in Compensation and Benefits. Employee acknowledges that the City Council may in the future adopt a resolution establishing compensation and benefits for the City's executive employees, including Employee and department heads, which may reduce the level of compensation (exclusive of Employee's base salary) or benefits provided. In the event the level of compensation or benefits provided to Employee changes (whether by increase or decrease), the Parties agree that such changes shall not be deemed material or a breach of this Agreement.

7.0 EXPENSE REIMBURSEMENT

The City recognizes that Employee may incur certain expenses of a non-personal and job-related nature in performance of the duties of the position of City Clerk. The City agrees to reimburse the actual cost of such expenses, which are authorized for reimbursement and incurred and submitted according to the City's normal expense approval and reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by an appropriate receipt

therefore and submitted within time limits established by the City, in accordance with AB 1234 and any applicable City ordinances, resolutions, rules, policies or procedures.

8.0 BONDS AND INDEMNIFICATION

8.1 Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

8.2 Bonds. City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of Employee's services under this Agreement.

9.0 GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

9.2 Amendment. This Agreement 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, except where City Manager approval is expressly authorized herein.

9.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City:

City Manager
City of South El Monte
1415 Santa Anita Ave.
South El Monte, California 91733

To Employee:

Donna Schwartz
[On file with Human Resources Dept.]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited

to, Sections 87100 *et seq.*, Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules.

9.5 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each party hereto.

9.8 AB 1344. Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of her/his office or position to provide reimbursement to the local agency for the following forms of payment: (i) paid leave salary; (ii) criminal defense costs; (iii) cash settlement payments; and (iv) any non-contractual settlement payments. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

Employee represents that Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees that any cash settlement or severance related to a termination that Employee may receive from the City shall be fully reimbursed to the local agency if Employee is convicted of a

crime involving an abuse of Employee's office or position. The Government Code provisions referenced in this section are attached hereto in Exhibit "C".

9.9 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or has had the opportunity to do so, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of South El Monte has caused this Agreement 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 Agreement, all in triplicate.

CITY OF SOUTH EL MONTE

Gloria Olmos, Mayor

ATTEST:

Rene Salas, City Manager

APPROVED AS TO FORM:

Anthony Taylor, City Attorney

EMPLOYEE

Donna Schwartz

EXHIBIT “A”

The City Clerk, under the supervision of the City Manager, directs the operations of the City Clerk's Department, which includes maintaining the city's legislative history; administering municipal elections; ensuring compliance with the political reform act; preparing the legislative agendas and minutes; attending City Council Meetings; and administering the city's record management program.

EXAMPLE OF DUTIES

Duties may include, but are not limited to, the following:

- A. Directs, plans, and manages the activities of the department including management and preservation of official City public documents and records;
- B. Prepares the annual departmental budget and establishes budget priorities;
- C. Establishes department goals and policies in accordance with the department's mission and service level objectives;
- D. Prioritizes and directs the implementation of these goals and objectives;
- E. Confers with the City Manager and City Council on department policies and programs;
- F. Coordinates activities with other City departments and outside agencies;
- G. Administers and conducts municipal elections;
- H. Oversees compliance with the Political Reform Act and required filings;
- I. Coordinates and supervises the preparation of the City Council agenda and supporting reports for all City Council meetings;
- J. Attends all City Council meetings and prepares official minutes of the meetings;
- K. Maintains the City's legislative history, City Council-appointed boards and commissions program, the South El Monte Municipal Code;
- L. Administers the City-wide Records Management Program;
- M. Responds to administrative or Council inquiries by preparing written reports, and/or making presentations and recommendations;
- N. Attends and participates in staff meetings. Responds to inquiries from the media, citizens, and staff members. Researches and responds to citizen complaints;
- O. Provides advice to board and commission staff liaisons on the Brown Act, parliamentary procedures, and agenda and minutes preparation;
- P. Oversees official publication of legal notices, ordinances and resolutions;

- Q. Selects, plans, evaluates and supervises the work of management, professional, technical and clerical staff;
- R. Effectively review and revise reports prepared by others;
- S. Establish and maintain cooperative and effective working relationships with employees, administrative staff, the public, City Commissions and City Council;
- T. Keep abreast of current developments in Elections Law, the Government Code, City regulations and FPPC requirements and U.S. Postal regulations;
- U. Prepare and present clear and concise oral and written reports and recommendations; and
- V. Performs other related duties as required.

EMPLOYMENT STANDARDS

Knowledge and Abilities:

- Direct the work of various functions within the department;
- Perform long and short-range planning to meet departmental goals and objectives;
- Analyze complex problems and develop sound solutions;
- Develop, implement, administer and maintain administrative policies, procedures, programs and regulations;
- Interpret and apply policies, laws, and regulations;
- Serve as a historical and legislative resource for the City Council, City administration, departmental staff and the public;
- Possess knowledge of State of California Government and Election Codes, Fair Political Practices Commission filing requirements, principles of records management, Municipal codes, ordinances and resolutions; and
- Budget development and management, management and supervisory principles and practices.

EXHIBIT “B”

AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

1. PARTIES

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the “AGREEMENT”) is entered into by and between the City of South El Monte, a general law city and municipal corporation (hereinafter referred to as “THE CITY”), and Donna Schwartz, an individual (hereinafter referred to as “EMPLOYEE”).

2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will City Clerk effective June 15, 2020, serving at the pleasure of the City Manager of THE CITY pursuant to a written contract. On January 9, 2024, THE CITY and EMPLOYEE entered into an Amended and Restated Employment Agreement, a copy of which is attached hereto as Exhibit “A” (“THE CONTRACT”). EMPLOYEE is currently ____ years old.

2.2. THE CITY and EMPLOYEE desire that EMPLOYEE resign and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE’s voluntary separation as of ____, _____. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE’s employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3. In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE’s post-employment rights, including but not limited to, EMPLOYEE’s rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), the Employee Retirement Income Security Act of 1974 (“ERISA”), and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

3. CONSIDERATION

3.1. EMPLOYEE shall receive payment to her at the time of her voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by law or THE CONTRACT or any other agreement with THE CITY.

3.2. In exchange for the waivers and releases set forth herein, THE CITY shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the form of a lump sum amount of _____ and ____ cents (\$____.00), as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE’s home address via certified mail return receipt requested within _____ (____) business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at any time from the beginning of time up to and including _____, _____ (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12900 *et seq.*, the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation.

4. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626 *et seq.*, Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, EMPLOYEE acknowledges that she knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights she may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that she has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- (a) This waiver/release is written in a manner understood by EMPLOYEE;
- (b) EMPLOYEE is aware of, and/or has been advised of, her/his rights under the ADEA and OWBPA, and of the legal significance of her/his waiver of any possible claims she currently may have under the ADEA, OWBPA and/or similar age discrimination laws;
- (c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights she may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of her own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;
- (d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;
- (e) EMPLOYEE has been advised by this writing that she should consult with an attorney prior to executing this AGREEMENT;
- (f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, her counsel of choice, and that she does not need any additional time within which to review and consider this AGREEMENT;
- (g) EMPLOYEE has **seven (7) days following her execution** of this AGREEMENT to revoke the AGREEMENT;
- (h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and
- (i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution ("EFFECTIVE DATE").

5. UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

"General Release--Claims Extinguished"

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

6. WAIVER OF ADDITIONAL CLAIMS

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

7. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that she shall be exclusively liable for the payment of all taxes for which she is responsible, if any, as a result of her/his receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during her/his employment. Said services shall be provided as needed by THE CITY at a rate of \$100.00 per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the City Clerk, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of her/his employment with THE CITY.

7.9. No Pending Claims and/or Actions: EMPLOYEE represents that she has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that she will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, she will request such agency or court to withdraw from the matter forthwith.

7.10. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11. Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12. Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective

parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

8. MISCELLANEOUS

8.1. No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8. Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

At EMPLOYEE's home address on file with THE CITY.

As to THE CITY:

City Manager
City of South El Monte
1415 Santa Anita Ave.
South El Monte, California 91733

IN WITNESS WHEREOF, THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, EMPLOYEE has signed and executed this Agreement, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: _____

EMPLOYEE

By: _____
Donna Schwartz

THE CITY

DATED: _____

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Anthony Taylor, City Attorney

[EMPLOYEE's LAW FIRM]

By: _____
[Counsel]

EXHIBIT "C"

GOVERNMENT CODE SECTION 53243-53243.4

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

53243.4. For purposes of this article, "abuse of office or position" means either of the following:

- (a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
- (b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.



City Council Agenda Report

Agenda Item No. 7.f.

DATE: January 9, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: CONSIDERATION OF RESOLUTION No. 24-119, APPROVING AMENDMENT NO. 1 TO CONTRACT WITH AC PROS FOR AN INCREASE IN COMPENSATION TERMS

SUMMARY: On July 25, 2023, the City Council awarded a contract to AC Pros, Inc. for the installation of mechanical energy efficiency upgrades: Heating, Ventilation, and Air Conditioning (HVAC) at the City's Community Center, Mini Center and Senior Center for a total compensation not to exceed \$1,088,315.00. AC Pros, Inc. identified additional repairs necessary to ensure the proper functioning of the new HVAC systems, resulting in an additional cost of \$38,000.00 for a total of \$1,126,315.00.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-119, approving Amendment No.1 to contract with AC Pros, Inc. to increase the compensation terms from \$830,000 to a total not-to-exceed amount of \$1,126,314; and
2. Authorize City Manager or designer to execute contract.

FISCAL/FINANCIAL IMPACT: Since May 2021 when the City kicked off its Autonomous Building Controls Retrofit Project, cost estimates has significantly increased due to inflation. The total project cost, the City's adopted FY 2023–24 Budget, and the cost of the equipment and installation by AC Pros has been updated as follows:

Change in Estimates						
	May, 2021	%		November, 2023	%	Change
U.S. Department of Energy	\$ 747,494	64.88%		\$ 747,494	41.87%	\$ -
City of South El Monte	404,650	35.12%		1,037,625	58.13%	632,975
Total	\$ 1,152,144	100.00%		\$ 1,785,119	100.00%	\$ 632,975
Change in FY2023-24 Budget						
	June, 2023			November, 2023		Change
Revenues	\$ 851,808			\$ 1,674,200		\$ 822,392
Expenditures	(804,219)			(1,674,200)		(869,981)
Total	\$ 47,589			\$ -		\$ (47,589)
Contractors Cost						
	May, 2021			November, 2023		Change
Personnel	\$ 67,608			\$ 67,608		\$ -
Travel	3,918			3,918		-
Equipment: Lighting & HVAC	167,655			697,307		529,652
Supplies	160,434			-		(160,434)
Installation: Lighting & HVAC	169,480			654,007		484,527
The Energy Coalition	90,000			90,000		-
Passive Logic	272,279			272,279		-
LA County SoCalREN	220,770			-		(220,770)
Total	\$ 1,152,144			\$ 1,785,119		\$ 632,975

The revised budget for the City of South El Monte Autonomous Building Controls Retrofit project was approved by the City Council on November 14, 2023.

DISCUSSION: On July 25, 2023, the City Council granted approval and awarded contracts to Green Energy Innovations, Inc. for the implementation of lighting energy efficiency upgrades and to AC Pros, Inc. for the enhancement of mechanical energy efficiency (AC Units). Staff recommends retaining the two vendors originally chosen to execute the energy efficiency upgrades at city facilities.

During their job site walkthrough to initiate their work plan, AC Pros identified additional repairs necessary to ensure the proper functionality of the new HVAC system. This includes rotating two HVAC units at the Community Center by 90 degrees to fit into their designated space, requiring the installation of additional ductwork. AC Pros Inc will also address repairs on duct seals, apply protective coating, and install duct smoke detectors at the City Community Center, Mini Center and Senior Center. Additionally, they will replace evaporator swamp coolers at both the Senior Center and Community Center.

The South El Monte Autonomous Building Controls Retrofit project will enhance the performance and energy efficiency of city facilities while reducing energy consumption and peak electricity demand. The primary goal remains to achieve deep energy savings and address long-deferred facility improvements. This innovative technology not only ensures enduring energy savings but also validates hardware compatibility with typical public sector building types, showcasing DOE data standardization's viability and the transformation of public sector buildings into grid-efficient interactive structures.

Staff recommends City Council adopt Resolution No. 24-XX, amending the contract with

AC Pros, Inc. to increase the compensation terms from \$1,088,315.00 to a total not-to-exceed amount of \$1,126,315.00.

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

ATTACHMENT(S):

- A. Resolution No. 24-119
- B. (SEM) First Amendment between City and AC Pros for Public Works Services(948937.1)

ATTACHMENT A

RESOLUTION NO. 24-119

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 1 TO AGREEMENT WITH AC PROS, INC TO PROVIDE MECHANICAL ENERGY EFFICIENCY UPGRADE SERVICES FOR SOUTH EL MONTE AUTONOMOUS BUILDING CONTROLS RETROFIT PROJECT

WHEREAS, on June 4, 2021, the Department of Energy (“DOE”) awarded the City of South El Monte (the “City”) \$1,152,144.00 in reimbursable funds, that includes a \$404,650.00 cost share requirement for the South El Monte Autonomous Building Controls Retrofit Project (“Project”); and

WHEREAS, on June 22, 2021, the City Council (“Council”) approved the Project Funding Agreement between the City and DOE, and authorized the City Manager to execute the agreement and take all actions necessary to effectuate the agreement; and

WHEREAS, on May 25, 2023, the City solicited for bids for the Project; and

WHEREAS, AC Pros, Inc was selected as the appropriate contractor for the mechanical energy efficiency upgrades portion of the Project as the lowest responsive bidder; and

WHEREAS, the City of South El Monte entered into an Agreement with AC Pros, Inc. on July 25, 2023, to provide mechanical energy efficiency upgrade services for South El Monte autonomous building controls retrofit project: and

WHEREAS, per the proposed Amendment No. 1, the City desires to amend the scope of work included in the July 2023 Agreement and increase the contract sum. The total for the installation of mechanical energy efficiency upgrade services is not to exceed amount of \$1,126,315.00.

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

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

SECTION 2: The proposed Amendment No. 1, in the form attached to the agenda report accompanying this resolution, is hereby approved,

SECTION 3: Authorizes and directs the City Manager to execute the amendment, subject to the City Attorney’s approval as to form, in substantially the form attached as Attachment B to the January 9, 2024, agenda report accompanying this Resolution. The City Council further directs the City Manager to take all necessary action necessary to effectuate the amendment.

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

PASSED, APPROVED AND ADOPTED this 9th of January 2024

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. 24-119 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 9th day of January 2024 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna Schwartz, City Clerk

ATTACHMENT B

AMENDMENT NO. 1

FIRST AMENDMENT TO THE AGREEMENT FOR PUBLIC WORKS SERVICES BETWEEN THE CITY OF SOUTH EL MONTE AND AC PROS, INC

THIS FIRST AMENDMENT TO THE AGREEMENT FOR PUBLIC WORKS SERVICES (“First Amendment”) by and between the **CITY OF SOUTH EL MONTE (“City”)** and **AC PROS, INC**, a California corporation (“Contractor”; collectively with City, the “Parties”) is effective as of the ____th day of January 2024.

RECITALS

A. City and Contractor entered into that Agreement for Public Works Services dated July 25, 2023 (“Agreement”) for mechanical energy efficiency upgrade services for the City’s Autonomous Building Controls Retrofit Project.

B. City and Contractor now desire to enter into this First Amendment to the Agreement to amend the scope of work and increase the contract sum by \$38,000.00 from \$1,088,315.00 to \$1,126,315.00.

NOW, THEREFORE, in consideration of the Parties’ performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

TERMS

1. **Recitals.** The Recitals are incorporated into this First Amendment.
2. **Contract Changes.** The Agreement is amended as provided herein. Deleted text is indicated in strikethrough and added text in *bold italics*.

- a. Section 2.1, Contract Sum, of the Agreement is amended to read as follows:

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***One Million One Hundred Twenty Six Thousand Three Hundred Fifteen Dollars (\$1,126,315.00)*** ~~One Million Eighty Eight Thousand Three Hundred Fifteen Dollars (\$1,088,315.00)~~ (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.

- b. Exhibit C, Schedule of Compensation, of the Agreement is amended to read as follows:

ATTACHMENT B

- A. **Mini Center Mechanical (Mechanical Upgrades – A111CWB3-P2Z):** \$136,000.00
- B. **Senior Center Mechanical (Mechanical Upgrades – A111CMC4-P2Z):** \$226,000.00
- C. **Community Center Mechanical (Mechanical Upgrades – A111CWB1-P2Z):** \$468,000.00
- D. **Senior Center (Exposed Duct Seal & Coating):** \$98,000.00
- E. **Community Center (Exposed Duct Seal & Coating):** \$126,000.00
- F. **Community Center (Kitchen Evaporator Swamp Cooler):** \$5,200.00
- G. **Senior Center (Kitchen Evaporator Swamp Cooler):** \$9,600.00
- H. **Community Center (Install Duct Smoke Detectors):** \$8,835.70
- I. **Senior Center (Install Duct Smoke Detectors):** \$8,835.70
- J. **Mini Center (Install Duct Smoke Detectors):** \$1,842.86
- K. **Community Center (Rotation of AC Units):** \$38,000.00

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

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

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

City represents and warrants to Contractor that, as of the date of this First Amendment, Contractor is not in default of any material term of the Agreement and that there have been no

ATTACHMENT B

events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

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

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

[SIGNATURES ON FOLLOWING PAGE]

ATTACHMENT B

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Rene Salas, City Manager

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONTRACTOR:

AC PROS, INC, a California corporation

By: _____
Name: Noam Ziv
Title: Chief Executive Officer

By: _____
Name:
Title:

Address: 18340 Ventura Blvd. #212
Tarzana, CA 91356



City Council Agenda Report

Agenda Item No. 7.g.

DATE: January 9, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-120, AWARDING A PROFESSIONAL SERVICES AGREEMENT (PSA) TO ONYX ARCHITECTS FOR ARCHITECTURAL DESIGN SERVICES FOR THE SOUTH EL MONTE CITY HALL RESTROOMS REHABILITATION

SUMMARY: Staff seeks City Council approval to award a Professional Services Agreement (PSA) to ONYX Architects for Architectural Design Services for the South El Monte City Hall Restrooms Rehabilitation.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-120, awarding a PSA to ONYX Architects for Architectural Design Services for the South El Monte City Hall Restrooms Rehabilitation in the amount of \$73,030; and
2. Authorize the City Manager or designee to negotiate and execute the agreement.

FISCAL/FINANCIAL IMPACT: The estimated total project cost is \$422,745 with \$184,000 funded by the California Natural Resources Agency Grant and \$238,745 funded by the Community Development Block Grant program (CDBG).

The proposed services from ONYX Architects for Architectural Design Services in the amount of \$73,030 will be funded from the CDBG funds. Staff will return to City Council to establish the construction budget after design documents (plans, specifications and engineer's estimate) are completed.

DISCUSSION: The project is located at South El Monte City Hall, 1415 Santa Anita Ave., South El Monte. The proposed project involves renovating and modernizing four restrooms (at the main floor, two public restrooms and two staff restrooms) located within the City of South El Monte City Hall building. The project scope includes but not limited to the replacement of flooring, new tile, wall painting, ceiling tiles and new LED lighting/controls, new exhaust fans, doors/hardware/automatic entrance door openers,

new partitions, new fixtures and sinks/counters, new dispensers, new mirrors, new signs, accessibility ADA features and related mechanical/electrical/lighting revisions and improvements

The primary objective of the project is to have the selected design consultant to provide a complete PS&E (plans, specifications and estimates) approved by all involved jurisdictional and regulatory agencies and is ready for construction bidding for the improvements outlined in this RFP and attached documents, including meeting all requirements set by the Los Angeles County Development Authority (LACDA) and the U.S. Department of Housing and Urban Development (HUD).

On November 14, 2023, the City Council approved a Request for Proposals (RFP) for Architectural Design Services for the South El Monte City Hall Restrooms Rehabilitation and authorized staff to solicit proposals for these services. Staff issued the RFP and set the due date for November 30, 2023. In response to the City's RFP, proposals were received from two (2) providers:

- Black O'Dowd and Associates, Inc.
- ONYX Architects

The two proposals were reviewed independently by City Staff. The proposals were evaluated based on the established criteria identified in the RFP including compliance with the RFP requirements, proposal quality, project understanding, approach, methodology including responsiveness and flexibility, experience of assigned staff, similar project experience, schedule efficiency, and references. During the analysis, it was determined that Black O'Dowd and Associates, Inc failed to submit all of the required information as specified in the RFP. ONYX Architects was the sole bidder that fully complied with the submission requirements as stipulated in the RFP by the City of South El Monte.

Staff reviewed the proposals and determined that the proposal from ONYX Architects demonstrated the best understanding of the requested services. In their proposal, ONYX Architects demonstrated significant experience in similar projects, including the design of ADA-compliant restrooms for various municipalities within the San Gabriel Valley region. The staff reached out to the references listed in ONYX Architects' proposal, which included the Redevelopment Agency of the City of Los Angeles, the cities of Pasadena and Arcadia. Positive feedback was received regarding the quality of work provided by ONYX Architects. Additionally, the proposed team and project manager demonstrated the required qualifications and experience.

Staff recommends that the City Council approve a Professional Services Agreement with ONYX Architects as the most qualified consultant to provide Architectural Design Services for the South El Monte City Hall Restrooms Rehabilitation for a total amount of \$73,030 and authorize the Mayor to execute the agreement.

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

ATTACHMENT(S):

- A. Onyx Agreement
- B. Resolution No. 24-120

ATTACHMENT A

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

ONYX ARCHITECTS

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
ONYX ARCHITECTS**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this ____ day of January, 2024 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation (“City”) and ONYX ARCHITECTS, a California corporation (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

ATTACHMENT A

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.

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1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Hundred Thirty Eight Thousand Four Hundred Dollars (\$138,400.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

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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.

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ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding two (2) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

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:

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Poonam Sharma

(Name)

Principal

(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 Director of Public Works John Poehler 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.

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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

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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.

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(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.

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(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

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liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be

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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.

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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

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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

ATTACHMENT A

specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of \$500 (FIVE HUNDRED Dollars) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

7.8 Termination Prior to Expiration of Term.

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

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such

ATTACHMENT A

damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of

ATTACHMENT A

this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by

ATTACHMENT A

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]

ATTACHMENT A

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Rene Salas, City Manager

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

ONYX ARCHITECTS, California corporation

By: _____

Name: Dale W. Brown

Title: CEO, Secretary and CFO

By: n/a _____

Name: _____

Title: _____

Address: 2540 East Colorado Boulevard, Pasadena
CA 91107

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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

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

SIGNER IS REPRESENTING:		
(NAME OF PERSON(S) OR ENTITY(IES))		SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE 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:

Task 1. Project Management

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

Task 2. Preliminary Engineering

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

Task 3. Plans, Specifications & Estimate

- a. Plans, Specifications and Estimate (PS&E) shall be provided at levels of completion of approximately 60%, 90% and 100%.
 - a. 60% PS&E Deadline will be March 15 | 4 Weeks
 - b. 90% PS&E Deadline will be April 12 | 4 Weeks
 - c. 100% PS&E Deadline will be May 10 | 4 Weeks
- b. The City will provide review comments at the 60%, and 90% design phases.
 - a. Comments by city staff at each phase will be implemented in the preceding design phase.
- c. It is expected 100% plans will be complete and include comments and input from all stakeholders and appropriate City staff.
- d. Specifications shall be furnished using the latest edition of Microsoft Word for Windows. The Consultant shall prepare the Specifications per City requirements and utilizing the

- Standard Specifications for Public Works Construction (“Greenbook”).
- e. Estimate shall be prepared in spreadsheet format using Microsoft Excel.
 - f. The Consultant shall create a comment matrix to verify all City comments are addressed with each submittal.

Task 4. Bidding and Construction Support

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

Task 5. Prepare Record Drawings (As-Built)

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

Submittal Format of documents prepared by the selected Design Consultant:

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

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

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

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

- A. Bi-weekly progress conference call updates which may be adjusted by the City as needed

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

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

- A. Steve Kuchenski, AIA, Principal, Project Manager, Accessibility Lead, Onyx Architects
- B. Daniel Sánchez, Project Leader, Onyx Architects
- C. Chelsea Steiner, Designer II, Onyx Architects
- D. Sam Nakhla, P.E., Senior Electrical Engineer, President of NAI Consulting Engineers
- E. Mrityunjoy K. Roy, P.E., Mechanical Engineer, NAI Consulting Engineers
- F. Scott Feeney, CCA, CCP, CPE, LEED AP, Principal, Q 1st CM
- G. Ji Xia, P.E., S.E., Principal, Xia Structural

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

To the full extent permitted by law, Consultant agrees to indemnify, ~~defend~~ and hold harmless the City, its officers, **and** 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~~ **arising from claims** by any person, firm or entity ~~arising out of or in connection with~~ **but only to the extent actually caused by** 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~~ **caused by** Consultant’s or indemnitors’ reckless or willful misconduct, or ~~arising from~~ **caused by** Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

~~Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;~~ **Consultant will have no obligation to defend Indemnified Parties. Consultant will reimburse Indemnified Parties its reasonable defense costs caused by Consultant’s negligence not to exceed its proportionate percentage of fault and as awarded by a court or arbitrator of competent jurisdiction.**

To the extent covered by the above, 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~~ **caused by** the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

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

Consultant shall incorporate similar indemnity agreements with its subcontractors ~~and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore,~~ and

failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities ~~arising from any~~ **caused by the** 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~~ **caused by** the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors

EXHIBIT “C”

SCHEDULE OF COMPENSATION

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

TEAM SUMMARY	ONYX Architects	NAI Consulting Engineers	Q 1st CM	XIA Structural (TBD)	Task Subtotals
	Architects	MEP	Cost Estimating	Structural	
Task 1. Project Management	\$ 9,570	\$ 928	\$ -	\$ -	
Task 2. Preliminary Engineering	\$ 7,000	\$ 4,129	\$ 1,980	\$ -	
Task 3. Plans, Specifications & Estimate	\$ 21,260	\$ 4,205	\$ 8,580	\$ -	
Task 4 Bidding and Construction Support	\$ 11,860	\$ 1,438	\$ -	\$ -	
Task 5. Prepare Record Drawings (As- Built)	\$ 1,820	\$ 260	\$ -	\$ -	
Consultant Subtotals	\$ 51,510	\$ 10,960	\$ 10,560	\$ -	\$ 73,030
Grand Total					\$ 73,030

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

III. 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.

- IV. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.**
- V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT “C”-1

ONYX Hourly Rate Schedule	
Managing Principal	\$400.00/hr
Principal	\$325.00/hr
Associate Principal	\$280.00/hr
Associate	\$275.00/hr
Architect	\$225.00/hr
Project Leader	\$220.00/hr
Senior Project Captain	\$200.00/hr
Project Captain	\$185.00/hr
Interior Designer	\$180.00/hr
Project Coordinator	\$160.00/hr
Designer II	\$145.00/hr
Designer I	\$120.00/hr
Administrative/Clerical	\$110.00/hr
XIA Structural Engineers, Inc.	
Principal / Senior Engineer	\$220.00/hr
Project Engineer	\$150.00/hr
Junior Engineer	\$120.00/hr
Senior Drafter / BIM Modeler	\$130.00/hr
Junior Drafter	\$90.00/hr
Administrative	\$40.00/hr

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

FEBRUARY 5 — MAY 31 | 17 WEEKS

Task 1. Project Management

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

FEBRUARY 5 — FEBRUARY 16 | 2 WEEKS

Task 2. Preliminary Engineering

- a. Review base data documents including as-built improvement plans, utility information, survey information, and other available record data.
- b. Conduct necessary field surveys to assess existing conditions of the project area.
- c. Develop preliminary design.
- d. Prepare Preliminary cost estimate (Identify special conditions that might create conflicts or change orders during construction and identify how to resolve these issues.
- e. Prepare Technical specifications.

- f. Environmental. The project is assumed to be a categorical exemption.
- g. Utility Research. The consultant shall obtain all available as-built drawings from the city and show them on project plans

FEBRUARY 19 — MAY 10 | 12 WEEKS

Task 3. Plans, Specifications & Estimate

- a. Plans, Specifications and Estimate (PS&E) shall be provided at levels of completion of approximately 60%, 90% and 100%.
 - a. 60% PS&E Deadline will be March 15 | 4 Weeks
 - b. 90% PS&E Deadline will be April 12 | 4 Weeks
 - c. 100% PS&E Deadline will be May 10 | 4 Weeks
- b. The City will provide review comments at the 60%, and 90% design phases.
 - a. Comments by city staff at each phase will be implemented in the preceding design phase.
- c. It is expected 100% plans will be complete and include comments and input from all stakeholders and appropriate City staff.
- d. Specifications shall be furnished using the latest edition of Microsoft Word for Windows. The Consultant shall prepare the Specifications per City requirements and utilizing the Standard Specifications for Public Works Construction (“Greenbook”).
- e. Estimate shall be prepared in spreadsheet format using Microsoft Excel.
- f. The Consultant shall create a comment matrix to verify all City comments are addressed with each submittal.

JUNE 3 — SEPTEMBER 20 | 16 WEEKS (SUBJECT TO CHANGE PENDING CONTRACTOR’S SCHEDULE)

Task 4. Bidding and Construction Support

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

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

SEPTEMBER 9 — SEPTEMBER 20 | 2 WEEKS

Task 5. Prepare Record Drawings (As-Built)

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

Submittal Format of documents prepared by the selected Design Consultant:

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

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

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

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

ATTACHMENT B

RESOLUTION NO. 24-120

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AWARDING PROFESSIONAL SERVICE AGREEMENT TO ONYX ARCHITECTS FOR ARCHITECTURAL DESIGN SERVICES FOR THE SOUTH EL MONTE CITY HALL RESTROOMS REHABILITATION

WHEREAS, on November 14, 2023, the City Council authorized staff to issue a Request for Proposals (RFP) for Architectural Design Services for the South El Monte City Hall Restrooms Rehabilitation

WHEREAS, on November 15, 2023, City staff issued a Request for Proposal (RFP) for Architectural Design Services for the South El Monte City Hall Restrooms Rehabilitation with a proposal due date of November 30, 2023; and

WHEREAS, the City received two (2) proposals from Black O’Dowd and Associates, Inc. and ONYX; and

WHEREAS, the City evaluated the proposal and determined that ONYX Architects was the most qualified pursuant to the City’s purchasing policy and its proposal demonstrated the best understanding of the requested services; and

WHEREAS, ONXY Architects demonstrated experience in similar projects including the design of ADA-compliant restrooms for various municipalities within the San Gabriel Valley region; and

WHEREAS, City staff contacted ONXY Architects’ references including Redevelopment Agency of the City of Los Angeles, the cities of Pasadena and Arcadia, and received positive feedback on the quality of the work provided by ONXY Architects.

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

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

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

ATTACHMENT B

SECTION 3: Upon reviewing the proposals submitted for Architectural Design Services for the South El Monte City Hall Restrooms Rehabilitation, the City Council hereby finds that ONXY Architects has submitted the most qualified proposal pursuant to the City's purchasing policy, in the amount of \$73,030.00.

SECTION 4: The City Council hereby authorizes the City Manager, or his designee, to take all actions necessary to effectuate and execute a professional service agreement with ONXY Architects in the amount of \$73,030, subject to the approval by the City Attorney as to form.

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

PASSED, APPROVED AND ADOPTED this 9th day of January 2024.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

ATTACHMENT B

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. 24-120 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 9th day of January 2024 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. 7.h.

DATE: January 9, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: CONSIDERATION FOR AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS – REMOVE AND REPLACE FLOORS AT THE SENIOR CENTER AND THE COMMUNITY CENTER’S BASKETBALL GYM

SUMMARY: Staff seeks City Council approval to advertise for construction bids for the removal and replacement of floors in the Senior Center and the Community Center’s Basketball Gym.

RECOMMENDED ACTION: Staff recommends City Council approve the construction bid package to solicit proposals from qualified contractors for the removal and replacement of floors in the Senior Center and the Community Center’s Basketball Gym.

FISCAL/FINANCIAL IMPACT: There is no fiscal impact at this time. Staff will bring back this item to City Council once proposals have been received.

DISCUSSION: The Senior Center and Community Center play crucial roles as community spaces for both the youth and elderly populations. These facilities offer year-round essential services and facilitate community engagement through various social, recreational, and educational activities. Due to the high use of these facilities, the wear and tear on the buildings, particularly the flooring have adversely affected both their appearance and functionality.

To comprehensively address these issues, staff is requesting the authorization to release construction bid package for the replacement of the flooring at the Senior Center and the Community Center’s Basketball Gym. This will enable the City to engage qualified contractors who can perform the necessary renovations, ensuring timely and budget-conscious renovations to maintain the facilities' quality and usability.

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

ATTACHMENT(S):

- A. NIB, SEM, COMMUNITY CENTER BASKETBALL GYM FLOORING IMPROVEMENTS
- B. NIB, SEM, SENIOR CENTER FLOORING IMPROVEMENTS

ATTACHMENT A

NOTICE INVITING BIDS FOR

COMMUNITY CENTER BASKETBALL GYM FLOORING IMPROVEMENTS PROJECT City Project No.: 636

NOTICE IS HEREBY GIVEN that the City of South El Monte, California ("City") invites sealed Bids for the Project. The City will receive such Bids at the City Clerk's office, City Hall, 1415 N. Santa Anita Avenue, South El Monte, California 91733 up to 2:00 PM on February 6, 2024, at which time they will be publicly opened and read aloud.

NON-MANDATORY PRE-BID MEETING AND SITE VISIT. A non-mandatory pre-bid meeting will be held on January 24, 2024 at 10:00 AM at the project site (Address: 1556 Central Avenue, South El Monte, CA 91733). No allowances for cost adjustments will be made if a Bidder fails to adequately examine the Project site before submitting a Bid.

No bid will be received unless it is made on a proposal form furnished by the City. All bid forms including all schedules attached thereto must be filled in and completed.

The work consists of furnishing all materials, equipment, tools, labor, and incidentals as described in detail in the Bidding and Contract Documents, Plans and Specifications to construct the project. Major work components include remove and replace vinyl gym flooring at Community Center.

Copies of the Bidding and Contract Documents, Plans and Specifications can be obtained as follows:

1. Please e-mail your request with your contact information to: Michael.brust@transtech.org. Upon receipt of your e-mail, you will be registered as a plan holder, and a pdf file of the Bidding and Contract Documents, Plans and Specifications will be e-mailed to you at no cost.
2. Hard copies will not be mailed.

The Contractor shall complete all work within 40 working days of the issuance of the Notice to Proceed.

Estimated cost is \$150,000.

Each bid must be accompanied by cash or a certified check or a cashier's check or bidder's bond made payable to the City of South El Monte for an amount equal to at least ten percent (10%) of the total contract price.

In accordance with provisions of Section 3300 of the California Public Contract Code, City of South El Monte has determined that the contractor shall possess a C-15 valid California Contractor's License. Failure to possess such license may render the bid as non-responsive and bar the award of the contract to that non-responsive Bidder. The successful Contractor and subcontractors will be required to possess business licenses from the City of South El Monte.

This project is subject to the requirements of SB 854. Prevailing wages shall be paid to all workers in accordance with California Labor Code 1771. All Bidders and listed subcontractors must be currently registered with the California State Department of Industrial Relations pursuant to Labor Code §1725.5 prior to submitting a Bid.

All questions regarding this bid shall be directed no later than 7 calendar days prior to bid due

date and time in writing via email:
Michael Brust, Project Manager
michael.brust@transtech.org

ATTACHMENT B

NOTICE INVITING BIDS FOR

SENIOR CENTER FLOORING IMPROVEMENTS PROJECT City Project No.: 635

NOTICE IS HEREBY GIVEN that the City of South El Monte, California ("City") invites sealed Bids for the Project. The City will receive such Bids at the City Clerk's office, City Hall, 1415 N. Santa Anita Avenue, South El Monte, California 91733 up to 2:00 PM on February 6, 2024, at which time they will be publicly opened and read aloud.

NON-MANDATORY PRE-BID MEETING AND SITE VISIT. A non-mandatory pre-bid meeting will be held on January 23, 2024 at 10:00 AM at the project site (Address: 1556 Central Avenue, South El Monte, CA 91733). No allowances for cost adjustments will be made if a Bidder fails to adequately examine the Project site before submitting a Bid.

No bid will be received unless it is made on a proposal form furnished by the City. All bid forms including all schedules attached thereto must be filled in and completed.

The work consists of furnishing all materials, equipment, tools, labor, and incidentals as described in detail in the Bidding and Contract Documents, Plans and Specifications to construct the project. Major work components include remove and replace vinyl flooring at Senior Center.

Copies of the Bidding and Contract Documents, Plans and Specifications can be obtained as follows:

1. Please e-mail your request with your contact information to: Michael.brust@transtech.org. Upon receipt of your e-mail, you will be registered as a plan holder, and a pdf file of the Bidding and Contract Documents, Plans and Specifications will be e-mailed to you at no cost.
2. Hard copies will not be mailed.

The Contractor shall complete all work within 40 working days of the issuance of the Notice to Proceed.

Estimated cost is \$100,000.

Each bid must be accompanied by cash or a certified check or a cashier's check or bidder's bond made payable to the City of South El Monte for an amount equal to at least ten percent (10%) of the total contract price.

In accordance with provisions of Section 3300 of the California Public Contract Code, City of South El Monte has determined that the contractor shall possess a C-15 valid California Contractor's License. Failure to possess such license may render the bid as non-responsive and bar the award of the contract to that non-responsive Bidder. The successful Contractor and subcontractors will be required to possess business licenses from the City of South El Monte.

This project is subject to the requirements of SB 854. Prevailing wages shall be paid to all workers in accordance with California Labor Code 1771. All Bidders and listed subcontractors must be currently registered with the California State Department of Industrial Relations pursuant to Labor Code §1725.5 prior to submitting a Bid.

All questions regarding this bid shall be directed no later than 7 calendar days prior to bid due

date and time in writing via email:
Michael Brust, Project Manager
michael.brust@transtech.org



City Council Agenda Report

Agenda Item No. 9.a.

DATE: January 9, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: SELECTION OF MAYOR PRO TEM

SUMMARY: The City Council will consider appointing a Mayor Pro Tem from among its members. The term of office shall be for one year, or until the City Council selects a successor.

RECOMMENDED ACTION: Staff recommends City Council select a Mayor Pro Tem from among its members for a term of one year.

FISCAL/FINANCIAL IMPACT: None.

DISCUSSION: Per Section 2.16.050 of the South El Monte Municipal Code, the council shall, by a majority vote of its membership, select a Mayor Pro Tem within the one-month period following each general election. The term of office of the Mayor Pro Tem shall be for one year, or until the council selects a successor. The Mayor Pro Tem has all the powers and duties of the mayor if the Mayor is absent or unable to act.

ATTACHMENT(S):

- A. Listing of Vice Mayor Mayor Pro Tem Terms 2004 - Present

CITY OF SOUTH EL MONTE

LISTING OF MAYOR/VICE MAYOR
MAYOR/MAYOR PRO TEM
2004 TO PRESENT

March 23, 2004

Mayor Blanca M. Figueroa
Vice Mayor Luis “Louie” Aguinaga

November 30, 2005

Mayor Blanca M. Figueroa
Vice Mayor Joseph J. Gonzales

July 12, 2006

Mayor Blanca M. Figueroa
Mayor Pro Tem Angelica R. Garcia

November 27, 2007

Mayor Blanca M. Figueroa
Mayor Pro Tem Hector Delgado

November 12, 2008

Mayor Blanca M. Figueroa
Mayor Pro Tem Luis “Louie” Aguinaga

December 8, 2009

Mayor Luis “Louie” Aguinaga
Mayor Pro Tem Joseph J. Gonzales

December 14, 2010

Mayor Luis “Louie” Aguinaga
Mayor Pro Tem Hector Delgado

December 13, 2011

Mayor Luis “Louie” Aguinaga
Mayor Pro Tem Willhans A. Ili

December 11, 2012

Mayor Luis “Louie” Aguinaga
Mayor Pro Tem Angelica R. Garcia

December 10, 2013

Mayor Luis “Louie” Aguinaga
Mayor Pro Tem Joseph J. Gonzales

January 13, 2015

Mayor Luis “Louie” Aguinaga
Mayor Pro Tem Hector Delgado

January 12, 2016

Mayor Luis “Louie” Aguinaga
Mayor Pro Tem Gloria Olmos

August 9, 2016

Mayor Luis “Louie Aguinaga - Resigned

August 9, 2016

Mayor Pro Tem Gloria Olmos

January 10, 2017

Mayor Pro Tem Gloria Olmos

March 7, 2017

Mayor Gloria Olmos

April 11, 2017

Mayor Gloria Olmos
Mayor Pro Tem Angelica R. Garcia

December 12, 2017

Mayor Gloria Olmos
Mayor Pro Tem Richard Angel

January 8, 2019

Mayor Gloria Olmos
Mayor Pro Tem Manuel Acosta

January 14, 2020

Mayor Gloria Olmos
Mayor Pro Tem Gracie Retamoza

January 12, 2021

Mayor Gloria Olmos
Mayor Pro Tem Richard Angel

January 11, 2022

Mayor Gloria Olmos
Mayor Pro Tem Manuel Acosta

January 10, 2023
Mayor Gloria Olmos
Mayor Pro Tem Richard Angel



City Council Agenda Report

Agenda Item No. 11.a.

DATE: January 9, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

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

SUBJECT: LETTER FROM MONTEBELLO BREWERS BASEBALL CORPORATION REQUESTING A FACILITY FEE WAIVER FOR THE USE OF DEAN L. SHIVELY PARK FIELD AND NEW TEMPLE PARK FIELDS, CONSIDERATION OF A FIFTY PERCENT DISCOUNT ON THE RESERVATION LIGHT FEES, AND CONSIDERATION TO HOST TWO BASEBALL TOURNAMENTS

SUMMARY: The Montebello Brewers Baseball Corporation ("Brewers") is requesting facility fee waivers for the use of the Dean L. Shively Park field and New Temple Park fields. In addition, the Brewers are also requesting a 50% discount on the reservation light fees and approval to host two (2) baseball tournaments.

RECOMMENDED ACTION: Staff recommend City Council discuss and consider:

1. Facility reservation fee waiver request for the use of Dean L. Shively Park field and New Temple Park fields;
2. A 50% discount on the reservation light fees at Dean L. Shively Park and New Temple Park; and
3. Approval to host two (2) baseball tournaments

FISCAL/FINANCIAL IMPACT: If approved in accordance with the Facility Reservation Regulations and Fee Schedule, the City will waive the facility rental fees in the amount of \$31,750.00 and the Brewers will be responsible for all remaining costs including, but not limited to, light fees, insurance coverage, and refundable damage deposits.

If the City Council approves the requested 50% reservation light fee discount for Dean L. Shively Park and New Temple Park, the General Fund will forego an additional estimated revenue of \$3,765.00.

This amount may vary based upon updates or further changes to the reservation. Any increase in the requested waiver amounts will require City Council approval and should be submitted in a timely manner by the Brewers in the form of a request letter.

Please refer to Attachment A, Cost Details, summarizing the details associated with the reservation fee waiver request.

DISCUSSION: The Brewers are a certified non-profit organization that invites boys between the ages of 8 - 16 to try out for the competitive travel baseball program. In recent years, the City has sponsored the program by waiving the facility use fees for the fields at Dean L. Shively Park and New Temple Park.

The Brewers are requesting a fee waiver for the use of the fields at both parks for practices, games, and tournaments. The fee waiver includes the rental of the five (5) New Temple Park fields and the one (1) field at Dean L. Shively Park for the amount of \$31,750.00. The Brewers reservation dates are listed as follows:

Dates: March 1, 2024 to June 28, 2024

Park: Dean L. Shively Park

Days: Sunday to Monday

Time: Sundays- 9:00 a.m. to 6:00 p.m./ Monday to Friday- 5:30 p.m. to 8:30 p.m./ Saturdays- 12:00 p.m. to 6:00 p.m.

Dates: July 1, 2024 to July 31, 2024

Park: Dean L. Shively Park

Days: Monday, Friday, Saturday, Sunday

Time: Monday & Friday- 5:30 p.m. to 8:30 p.m./ Saturday & Sunday - 9:00 a.m. to 6:00 p.m.

Dates: August 2, 2024 to August 31, 2024

Park: New Temple Park

Days: Monday, Friday, Saturday, Sunday

Time: Monday & Friday- 5:30 p.m. to 8:30 p.m./ Saturday & Sunday- 9:00 a.m. to 6:00 p.m.

In addition, the Brewers are requesting to host two (2) baseball tournaments. The Breast Cancer Awareness Tournament is scheduled for Saturday, October 5, 2024 to Sunday, October 6, 2024, which will raise funds that will be donated to the City of Hope Hospital. The Toys for Tots Tournament is scheduled for Saturday, December 7, 2024 to Sunday, December 8, 2024 which collects toys that will be donated to the South El Monte Christmas Wish Toy Giveaway.

Lastly, the Brewers are requesting the City Council consider a 50% reservation light fee discount for the field reservations in the estimated amount of \$3,765.00.

According to the current Facility Reservation Regulation and Fee Schedule, community partners and non-profit organizations are permitted a fee waiver request which solely covers the facility rental fees. All other fees related to the reservation, including but not limited to, lighting, staff, dragging, etc. are the responsibility of the renter. The City Council has the discretion to waive any fees associated with the reservation. If the request is granted, the Brewers must allow priority use of the fields to any South El Monte based organization or program during their approved reservation time.

ATTACHMENT(S):

- A. Brewers Baseball Reservation Cost Details
- B. Brewers Baseball Reservation Application
- C. Brewers Baseball Request Letter

ATTACHMENT A

Waived Facility Rental Fees

Fee Description	Units	Total
Shively Park Reservation Fee	\$50/hour x 542 hours	\$27,100.00
New Temple Park Reservation Fee	\$50/hour x 93 hours	\$4,650.00
Total Waived Fees:		\$31,750.00

Non-Waived Fees

Light Fees Full Price	Units	Total
Shively Park Light Fee	\$30/hour x 233 hours	\$6,990.00
New Temple Park Light Fee	\$30/hour x 18 hours	\$540.00
Total Light Fees:		\$7,530.00

Light Fees At 50% Discount	Units	Total
Shively Park Light Fee	\$15/hour x 233 hours	\$3,495.00
New Temple Park Light Fee	\$15/hour x 18 hours	\$270.00
Total Light Fees:		\$3,765.00

Fee Description	Units	Total
New Temple Park Damage Deposit:	\$500.00	\$500.00
Shively Park Damage Deposit:	\$500.00	\$500.00
Total Damage Deposit Fees:		\$1,000.00

Total requested fees waived (without 50% Light Fee Discount): \$31,750.00

Total Requested Fees Waived (including 50% Light Fee Discount): \$35,515.00

ATTACHMENT B



City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 579-2043
www.ci.south-el-monte.ca.us



APPLICANT INFORMATION

Name: Leo Briones	Organization/Business: Montebello Brewers Baseball Inc.
Address:	City: Zip Code:
Home Phone:	Work Phone:
Cell Phone:	Email:

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****
****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

RESERVATION INFORMATION

FACILITY REQUESTED:

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
☐ Kitchen	☐ Dining Room	☐ Main Pool	Mary Van Dyke
☐ Gymnasium	☐ Arts and Craft Room	☐ Wading Pool	☐ Community Room
☐ Amphitheater	☐ Game Room I	☐ Locker Rooms	☐ Gazebo
☐ Dance Room	☐ Game Room II		New Temple
			☐ Field
			Shively Park
			☒ X ☐ Field
Date of Event:	March 1, 2024 to June 28, 2024	Day(s):	Sunday to Saturdays
Purpose of Event/Function:	Baseball Games and Practices		
Reservation Time Mon to Fri:	5:30 pm	to	8:30 pm
Reservation Time Saturday:	12:00 pm	to	6:00 pm
Will the event be open to the public?	Yes		
Will there be entertainment?	No	If yes, what type?	
Will food be served?	No	If yes, name of caterer?	

I, the undersigned, on behalf of the above named organization/business, do hereby agree to indemnify and hold harmless the City of South El Monte and any of its officers, agents or employees from any liability, claim or legal action for damages resulting from or in any way arising out of this application and agreement and will agree to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I have read, signed and agree to comply with the Facility Rules and Regulations.

Signature of Applicant: _____ Date: _____

----- OFFICE USE ONLY -----

☐ APPROVED ☐ DENIED Recreation Services Designee _____ Date: _____

City of South El Monte Recreation Services Department

APPLICANT NAME: Montebello Brewers Baseball **DATE OF USE:** 3/1/24 to 6/28/24

FACILITY: Dean L. Shively Park Field

FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

****IMPORTANT INFORMATION****
NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN
NOTE: FLOORS ARE COVERED WITH CARPET

Field Rental Fee	\$ 50 Per Hour x 452 Hours	\$ 22,600.00
Light Fee	\$ 30 Per Hour x 210 Hours	\$ 6,300.00
Security Guard Fee	\$ _____ x _____ # Guard (s) x _____ Hours	\$ NA
Kitchen Fee		\$ NA
Clean Up Fee		\$ NA
Damage Deposit		\$ 500.00
Insurance Premium Certificate	Agency will provide	\$ 0.00
Liquor Premiums		\$ Na
ABC Permit	Agency will provide	\$ NA
	TOTAL:	\$ 29,400.00

of Round Tables: _____
of Rectangle Tables: _____
of Chairs _____

Table and Chair Ratio
8 inch Round Table = 8 chairs
6x6 Rectangle Table = 8 chairs

BALANCE DUE DATE: _____

Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____

.....

Security Deposit Refund:

Full refund: Yes _____ No _____

Invoice #: _____

Account#: _____

Reservation Info:

If No, reason:

Amount refunded: \$ _____ Warrant Request Made on: _____



City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 579-2043
www.ci.south-el-monte.ca.us



APPLICANT INFORMATION

Name: Leo Briones	Organization/Business: Montebello Brewers Inc.
Address:	City: Zip Code:
Home Phone:	Work Phone:
Cell Phone:	Email:

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****

****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

RESERVATION INFORMATION

FACILITY REQUESTED:

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS		
☐ Kitchen	☐ Dining Room	☐ Main Pool	Mary Van Dyke		
☐ Gymnasium	☐ Arts and Craft Room	☐ Wading Pool	☐ Community Room		
☐ Amphitheater	☐ Game Room I	☐ Locker Rooms	☐ Gazebo		
☐ Dance Room	☐ Game Room II		New Temple		
			☐ Field		
			☐ Picnic Area		
			Shively Park		
			☒ Field		
			☐ Picnic Area		
Date of Event:	July 1, 2024 to July 31, 2024	Day(s):	Monday, Friday, Saturday, Sunday	Estimated Attendance:	100
Purpose of Event/Function:	Baseball Practices and Games				
Mondays and Fridays Time:	5:30 pm	to	8:30 pm	Set up Time:	to
Time Saturday and Sunday:	9:00 am	to	6:00 pm	Clean up Time:	to
Will the event be open to the public?	Yes				
Will there be entertainment?	No				
Will food be served?	Yes				
Portable Stage needed?	No				

I, the undersigned, on behalf of the above named organization/business, do hereby agree to indemnify and hold harmless the City of South El Monte and any of its officers, agents or employees from any liability, claim or legal action for damages resulting from or in any way arising out of this application and agreement and will agree to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I have read, signed and agree to comply with the Facility Rules and Regulations.

City of South El Monte Recreation Services Department

APPLCIANT NAME: Montebello Brewers Baseball DATE OF USE: 7/1/24 to 7/31/24

FACILITY: Shively Park Field

FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

****IMPORTANT INFORMATION****

NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN

NOTE: FLOORS ARE COVERED WITH CARPET

Field Rental Fee	\$ 50 Per Hour x 90 Hours	\$ 4,500.00
Lighting Fee	\$ 30 Per Hour x 23 hours	\$ 690.00
Security Guard Fee	\$ _____ x _____ # Guard (s) x _____ Hours	\$ NA
Kitchen Fee		\$ NA
Clean Up Fee		\$ NA
Damage Deposit		\$ NA
Insurance Premium Certificate	Agency will provide	\$ 0.00
Liquor Premiums		\$ NA
ABC Permit		\$ NA
	TOTAL:	\$ 5,190.00

of Round Tables: _____

of Rectangle Tables: _____

of Chairs _____

Table and Chair Ratio

8 inch Round Table = 8 chairs

6x6 Rectangle Table = 8 chairs

BALANCE DUE DATE: _____

Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____

Security Deposit Refund:

Full refund: Yes _____ No _____

Invoice #: _____

Account#: _____

Reservation Info:

If No, reason:

Amount refunded: \$ _____ Warrant Request Made on: _____



City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 579-2043
www.ci.south-el-monte.ca.us



APPLICANT INFORMATION

Name: Leo Briones	Organization/Business: Montebello Brewers Baseball Inc.		
Address:	City:	Zip Code:	
Home Phone:	Work Phone:		
Cell Phone:	Email:		

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****

****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

RESERVATION INFORMATION

FACILITY REQUESTED:

1. COMMUNITY CENTER		2. SENIOR CENTER		3. AQUATICS CENTER		4. PARKS	
☐ Kitchen		☐ Dining Room		☐ Main Pool		Mary Van Dyke	
☐ Gymnasium		☐ Arts and Craft Room		☐ Wading Pool		☐ Community Room	
☐ Amphitheater		☐ Game Room I		☐ Locker Rooms		☐ Gazebo	
☐ Dance Room		☐ Game Room II				New Temple	
						☐ X ☐ Field	
						Shively Park	
						☐ Field	
Date of Event:	August 2, 2024 to August 31, 2024	Day(s):	Monday, Friday, Sunday and Saturdays	Estimated Attendance:	100		
Purpose of Event/Function:	Baseball Games and Practices						
Reservation Time Mon to Fri:	5:30 pm	to	8:30 pm	Sundays	9:00 am	to	6:00 pm
Reservation Time Saturday:	9:00 pm	to	6:00 pm	Clean up Time:		to	
Will the event be open to the public?	Yes ☐						
Will there be entertainment?	No ☐			If yes, what type?			
Will food be served?	No ☐			If yes, name of caterer?			

I, the undersigned, on behalf of the above named organization/business, do hereby agree to indemnify and hold harmless the City of South El Monte and any of its officers, agents or employees from any liability, claim or legal action for damages resulting from or in any way arising out of this application and agreement and will agree to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I have read, signed and agree to comply with the Facility Rules and Regulations.

Signature of Applicant: _____ Date: _____

----- **OFFICE USE ONLY** -----
☐ APPROVED ☐ DENIED Recreation Services Designee _____ Date: _____

City of South El Monte Recreation Services Department

APPLICANT NAME: Montebello Brewers Baseball DATE OF USE: 8/2/24 to 8/31/24

FACILITY: New Temple Park Fields

FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

****IMPORTANT INFORMATION****

NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN

NOTE: FLOORS ARE COVERED WITH CARPET

Field Rental Fee	\$ 50 Per Hour x 93 Hours	\$ 4,650.00
Lighting Fee	\$ 30 Per Hour x 18 hours	\$ 540.00
Security Guard Fee	\$ _____ x _____ # Guard (s) x _____ Hours	\$ NA
Kitchen Fee		\$ NA
Clean Up Fee		\$ NA
Damage Deposit		\$500.00
Insurance Premium Certificate	Agency will provide	\$ 0.00
Liquor Premiums		\$ NA
ABC Permit		\$ NA
	TOTAL:	1

of Round Tables: _____

of Rectangle Tables: _____

of Chairs _____

Table and Chair Ratio

8 inch Round Table = 8 chairs

6x6 Rectangle Table = 8 chairs

BALANCE DUE DATE: _____

Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____

Security Deposit Refund:

Full refund: Yes _____ No _____

Invoice #: _____

Account#: _____

Reservation Info:

If No, reason:

Amount refunded: \$ _____ Warrant Request Made on: _____

CITY BUILDINGS POLICY AND PROCEDURES

City of South El Monte ("City") Facilities may be used for recreation, social, educational, or governmental functions. The City reserves the right to cancel any reservation at a moment's notice if the facility is needed by the City. However, reasonable effort will be made to relocate/reschedule the event. The City reserves the right of full access to all activities at any time during their occurrence to see that all rules, regulations, and City, State, and Federal Laws are not violated.

Facility use does not suggest City endorsement or sponsorship of any event. Applicant's publicity of event shall clearly and accurately identify the name of the sponsoring organization or individual.

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

APPLICATION PROCESS:

1. Applicant must be at least 21 years of age. Proof of residency for City residents is required at time of application.
2. **A facility is not considered rented until (1) applicant delivers to the City the facility Rental Application and Agreement, rental fee, deposit(s), and any other items deemed necessary by the City; and (2) the City's Recreation Department Supervisor or his/her designee in his/her sole discretion, approves such rental in writing.**
3. The approval process takes a maximum of 14 working days. DO NOT advertise your event or print invitations prior to receiving written approval.
4. Reservations will not be accepted more than one year or less than 30 days in advance of date requested.
5. Time requested must include decorating, event and clean-up time.
6. Clean-up, Damage and Security deposits are due at time of application. Full fees must be paid 30 days prior to the event to avoid termination of application. Payments can be made by cash, check, money order, or credit card. Checks must be made payable to the "City of South El Monte".
7. For events involving the general public, the applicant is required to procure Special Event Liability Insurance. The applicant shall furnish to the City appropriate certificates of public liability and property damage insurance in the amount of \$1,000,000.00 naming the City as an additional insured under the policy. Such insurance shall be maintained and kept in force during all such times that the applicant uses the City Facilities. All insurance certificates required above shall provide that such certificates shall not be cancelled or materially changed without at least 30 days' prior written notice to the City.

APPLICANT RESPONSIBILITIES:

1. Applicant must be present during the entire event.
2. All activities must cease, and the facility completely vacated by 1:00 a.m. Amplified music must be terminated no later than 12:00 a.m. (midnight).
3. The group must appear within 30 minutes of time specified or permit will be cancelled and all fees forfeited.
4. Applicant cannot exceed the number attending on the application.
5. Activities for minors must be supervised by responsible adults on the ration of at least one adult for every 20 minors.
6. Applicant must secure services of at least two private security guards for supervision of teenage (ages 13-20) events. Security services will be added into total fees.
7. Groups using kitchen facilities shall furnish own dishes, silverware, cooking utensils, towels, soap, ice, serving trays, etc.
8. Applicant is responsible for facility clean-up. Facility must be left in a reasonably clean condition (as determined by the City) to receive a full deposit refund.
9. **Applicant must conduct a walkthrough of the facility with staff prior to and at the conclusion of the event to review the condition of the facility. The Facility Condition Report must be signed to receive a deposit refund.**
10. Applicant is responsible for the supervision of small children. They must remain in the reserved area.

DECORATIONS/SET-UP:

1. Staples, nails or any drilling are prohibited on all surfaces including walls, glass, tables, windows and doors.
2. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.
3. All decorations must be removed by the applicant at the conclusion of the event.
4. Applicant is responsible for own set-up and tear down. City staff will assist with tear down of City owned tables and chairs only.
5. Hay and confetti of any sort are prohibited.

PROHIBITED:

1. No alcoholic beverages (unless proper permits are obtained) or illegal substances are permitted on City property. Violation will result in the closure of the event and forfeiture of all fees.
2. Use of glass containers is prohibited at all facilities unless otherwise approved by the Recreation Services Supervisor or his/her designee.
3. Smoking is not permitted on City property.
4. No profane language or disorderly or unseemly conduct is permitted in any City facility.

PROHIBITED CONTINUED:

5. No advertisements, circulations or petitions, solicitations, nor entry fees are permitted without written approval from the City.
6. Guests may not take food into the hallways/restrooms or any other areas that are not rented.
7. No storage of private property is permitted on City premises.
8. City Facilities cannot be used for commercial purposes without written approval.
9. Bounce houses and petting zoos are not permitted on City facilities.
10. City equipment shall not be removed from any City facility.
11. No animals are permitted at the facility, with the exception of seeing-eye dogs, service animals, or animals pre-approved for use in special exhibits.
12. Applicant shall not admit a larger number of individuals than can lawfully, safely, and freely move about the facility.
13. Only D/J and small bands are allowed to play in the facility. **Staff will determined appropriate volume levels.**
14. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.

REFUND OF SECURITY DEPOSIT:

1. Refund of security deposit will take approximately 2-6 weeks after the conclusion of your event, provided the City determines no deductions of the security deposit are necessary.
2. There will be a deduction from your security deposit for the following items: damage to floors, walls, or any other part of the facility, additional cleaning, repair or replacement, deviation from the rental agreement, extra staff time cost, or disturbances requiring law enforcement.
3. If Applicant violates any part of this agreement or reports false information to the City, the City may refuse applicant further use of the facility; and applicant shall forfeit a portion of or all of the rental fees and/or deposit.

CANCELLATION POLICY:

1. Reservations must be cancelled at least five days prior to event in order to receive full deposit refund
2. All other cancellations subject to a \$25 administration fee.

CANCELLATION, RULES AND REGULATION POLICY

I, the undersigned applicant, have read, understood, received a copy of, and agree to abide by and enforce the cancellation, rules, regulations, and policies governing this facility as set forth by the City of South El Monte. I understand that by signing this document, I accept all responsibility for any damages to premises, furniture, equipment or grounds resulting from use of the facility. I further agree that any violation of the Facility Rules and Regulations can result in immediate cancellation of the reservation and forfeiture of all fees and deposits.

Applicant's Signature: _____ Date: _____



To the respected board members of City of South El Monte

The Brewer Baseball Organization is non-profit travel baseball organization whose president has been a resident of your city for as many years as he has been president (30+ yrs. and counting).

Brewers have paid all costs requested of the city for field usage. We are coming to you today not asking for free but for a 50% discount on light charges. We are a non-profit organization and are paying over \$1,000 monthly. We try to do as much as we can for our players, parents, and the wonderful city of South El Monte we represent.

We hold two major tournaments a year for in partnership with the City of South El Monte. October is our Cancer awareness tournament and proceeds are donated to St Jude hospital and City of hope in the name of Brewers and City of South El Monte. In December we hold our "Toys for tots" and have collected over 800 toys a year for the City of South El Monte.

Any support the city can give us with field costs would be much appreciated and in return we will continue to take care of the fields we use to assure they are in ready for next sport coming in to use them.

Thank you again to The City Of South El Monte for all of your support.

Brewers Baseball Organization



City Council Agenda Report

Agenda Item No. 11.b.

DATE: January 9, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

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

SUBJECT: LETTER FROM SOUTH EL NATIONAL LITTLE LEAGUE REQUESTING A FACILITY FEE WAIVER FOR THE USE OF THE NEW TEMPLE PARK FIELDS, COMMUNITY CENTER GYM, AND MARY VAN DYKE COMMUNITY ROOM, CONSIDERATION TO WAIVE THE PARK LIGHT FEES, AND CONSIDERATION TO WAIVE THE FEES FOR THE INSTALLATION AND REMOVAL OF THE FIELD FENCE

SUMMARY: The South El Monte National Little League ("SEMNLL") is requesting reservation facility fee waivers for the use of New Temple Park Fields, Community Center Gymnasium, and Mary Van Dyke Community Room. In addition, SEMNLL is requesting the City Council consider waiving the park reservation light fees and the associated labor cost incurred to install and remove five (5) fences at New Temple Park.

RECOMMENDED ACTION: Staff recommend City Council discuss and consider:

1. Facility reservation fee waiver request for the use of the New Temple Park Fields, Community Center Gymnasium, and Mary Van Dyke Community Room;
2. Waiving the reservation light fees at New Temple Park; and
3. Waiving the fees incurred to install and remove (5) fences at New Temple Park.

FISCAL/FINANCIAL IMPACT: If approved in accordance with the Facility Reservation Regulations and Fee Schedule, the City will waive the facility rental fees in the amount of \$62,700.00 and SEMNLL will be responsible for all remaining costs including, but not limited to, light fees, insurance coverage, fence installation, etc.

If City Council also approves waiving the light fees and/or the labor cost incurred to install and remove five (5) fences at New Temple Park, the additional revenues foregone or cost incurred by the General Fund are as follows: 1.) the estimated cost to waive the light fees is approximately \$12,390.00, and 2.) the estimated cost to waive the labor cost incurred to install and remove five (5) fences is approximately \$5,000.00.

Please refer to Attachment A, South El Monte National Little League Cost Details, summarizing the fees associated with the reservation.

DISCUSSION: The City has been a long-time sponsor and supporter of the SEMNLL. SEMNLL is a non-profit group composed of 100% volunteers who service the City by providing an affordable baseball and softball program for children ages 6-15.

The City designated SEMNLL as a City grandfathered-youth sports organization that has first-use-right refusal of the fields at the park during their agreed-upon season. SEMNLL is listed in a joint use agreement between the City and the Valle Lindo School District with access to New Temple Park and Dean L. Shivley Park from January 1st to July 31st. This year, the SEMNLL wishes to host a fall season, with proposed dates of September 2, 2024 to December 6, 2024, which would extend past the agreement time and overlap into the SEM/EL Jets ("Jets") season. The Jets are also listed in the joint use agreement with the Valle Lindo School District with access to the parks from August 1st to December 31st. The Jets use the fields three (3) days a week for practices on Tuesdays, Wednesdays, and Thursdays and host games on Saturdays at South El Monte High School. This schedule allows SEMNLL to host a fall season on Mondays, Fridays, Saturdays, and Sundays with no impact on the Jets' schedule. SEMNLL must forfeit and render any reservation dates that fall under the Jets allowed times. The Jets can request reservation updates at any time during the SEMNLL fall season. The SEMNLL reservation dates are listed as follows:

SEMNLL Regular Season Reservation

Dates: February 1, 2024 to July 31, 2024

Days: Monday to Saturday

Times: Monday to Friday- 5:00 p.m. to 9:00 p.m./ Saturday- 9:00 a.m. to 6:00 p.m.

Park: New Temple Park

Fields: 5 fields

SEMNLL Fall Season Reservation

Dates: September 2, 2024 to December 6, 2024

Days: Monday, Friday, Saturday, Sunday

Time: Monday & Friday- 5:00 p.m. to 9:00 p.m./Saturday & Sunday- 9:00 a.m. to 6:00 p.m.

Park: New Temple Park

Fields: 5 fields

Fundraiser Comedy Night

Date: Saturday, April 20, 2024

Time: 4:00 p.m. to 12:00 a.m.

Facility: Community Center Gymnasium

Managers Meeting

Date: Tuesday, February 12, 2024

Time: 6:00 p.m. to 8:00 p.m.

Facility: Mary Van Dyke Community Room

Additionally, SEMNLL is requesting that the City Council consider waiving the light fees in the estimated amount of \$12,390.00 and labor costs incurred to install and remove five (5) fences at New Temple Park in the estimated amount of \$5,000.00. The City Council

has the discretion to approve or deny any request not approved in the Facility Reservation Regulations and Fee Schedule.

ATTACHMENT(S):

- A. South El Monte National Little League Cost Details
- B. Little League Facility Applications
- C. South El Monte National Little League Letter

ATTACHMENT A

South El Monte National Little League Reservation Cost Details

Waived Facility Rental Fee

Fee Description	Units	Total
New Temple Park Fields Regular Season	\$50/hr x 914 hrs	\$45,700.00
New Temple Park Fields Fall Season	\$50/hr x 320 hrs	\$16,000.00
Community Center Gym 4/20/23	\$100/hr x 8 hrs	\$800.00
Mary Van Dyke Community Room	\$200 Flat Rate	\$200.00
Total:		\$62,700.00

Non- Waived Fees

Fee Description	Units	Total
New Temple Park Refundable Damage Deposit	\$500.00	\$500.00
New Temple Park Insurance Coverage	Agency will Provide	N/A
Community Center Gym 4/20/22 Reservation		
Staff Time	\$16/hr x 3 staff x 8 hrs	\$384.00
Security Guards	\$38/hr x 2 staff x 8 hrs	\$608.00
Alcoholic Insurance Coverage		\$170.90
Cleaning Fee		\$300.00
Damage Deposit		\$600.00
Mary Van Dyke Community Room		
Damage Deposit		\$50.00
Total:		\$2,612.00

Special Request to Waive Light Fees

Fee Description	Units	Total
New Temple Park Regular Season	\$30/hr x 325 hrs	\$9,750.00
New Temple Park Light Fee Fall Season	\$30/hr x 88 hrs	\$2,640.00
Total:		\$12,390.00

❖ Amount may vary due to additional request or cancellation

Special Request to Waive Fence Installation and Removal

Fee Description	Units	Total
New Temple Park Fencing	(5) fence installation and removal	\$5,000.00

ATTACHMENT B



City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 579-2043
www.ci.south-el-monte.ca.us



APPLICANT INFORMATION

Name: Cristina Rodriguez	Organization/Business: South El Monte National Little League
Address:	City: South El Monte Zip Code: 91733
Home Phone:	Work Phone:
Cell Phone:	Email:

RECREATION SERVICES *FACILITY* & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****
****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

RESERVATION INFORMATION

FACILITY REQUESTED:

1. COMMUNITY CENTER		2. SENIOR CENTER		3. AQUATICS CENTER		4. PARKS	
☐ Kitchen	☐ Dining Room	☐ Main Pool	Mary Van Dyke				
☐ Gymnasium	☐ Arts and Craft Room	☐ Wading Pool	☐ Community Room				
☐ Amphitheater	☐ Game Room I	☐ Locker Rooms	☐ Gazebo				
☐ Dance Room	☐ Game Room II		New Temple				
			☒ X Field				
			Shively Park				
			Field				
Date of Event:	February 1, 2024 to July 31, 2024	Day(s):	Monday to Saturdays	Estimated Attendance:	100		
Purpose of Event/Function:	Baseball and Softball Games and Practices						
Time Mon to Thur:	5:00 pm	to	9:00 pm	Sundays	9:00 am	to	6:00 pm
Reservation Time Saturday:	9:00 am	to	6:00 pm	Clean up Time:		to	
Will the event be open to the public?	Yes						
Will there be entertainment?	No		If yes, what type?				
Will food be served?	No		If yes, name of caterer?				

I, the undersigned, on behalf of the above named organization/business, do hereby agree to indemnify and hold harmless the City of South El Monte and any of its officers, agents or employees from any liability, claim or legal action for damages resulting from or in any way arising out of this application and agreement and will agree to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I have read, signed and agree to comply with the Facility Rules and Regulations.

Signature of Applicant: _____ Date: _____

----- OFFICE USE ONLY -----

☐ APPROVED ☐ DENIED Recreation Services Designee _____ Date: _____

City of South El Monte Recreation Services Department

APPLICANT NAME: South El Monte National Little League DATE OF USE: 2/1/23 to 7/31/23

FACILITY: New Temple Park Fields

FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

****IMPORTANT INFORMATION****

NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN

NOTE: FLOORS ARE COVERED WITH CARPET

Field Rental Fee	\$ 50 Per Hour x 914 Hours	\$ 45,700.00
Light Fee	\$ 30 Per Hour x 325 Hours	\$ 9,750.00
Security Guard Fee	\$ _____ x _____ # Guard (s) x _____ Hours	\$ NA
Kitchen Fee		\$ NA
Clean Up Fee		\$ NA
Damage Deposit		\$ 500.00
Insurance Premium Certificate	Agency will provide	\$ 0.00
Liquor Premiums		\$ NA
ABC Permit	Agency will provide	\$ NA
	TOTAL:	\$ 55,950.00

of Round Tables: _____

of Rectangle Tables: _____

of Chairs _____

Table and Chair Ratio

8 inch Round Table = 8 chairs

6x6 Rectangle Table = 8 chairs

BALANCE DUE DATE: _____

Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____

Security Deposit Refund:

Full refund: Yes _____ No _____

Invoice #: _____

Account#: _____

Reservation Info:

If No, reason:

Amount refunded: \$ _____ Warrant Request Made on: _____



City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 579-2043
www.ci.south-el-monte.ca.us



APPLICANT INFORMATION

Name: Cristina Rodriguez	Organization/Business: South El Monte National Little League
Address:	City: Zip Code:
Home Phone:	Work Phone:
Cell Phone:	Email:

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****
****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

RESERVATION INFORMATION

FACILITY REQUESTED:

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS		
☐ Kitchen	☐ Dining Room	☐ Main Pool	Mary Van Dyke		
☐ Gymnasium	☐ Arts and Craft Room	☐ Wading Pool	☐ Community Room		
☐ Amphitheater	☐ Game Room I	☐ Locker Rooms	☐ Gazebo		
☐ Dance Room	☐ Game Room II		New Temple		
			☐ x ☐ Field		
			☐ Picnic Area		
			Shively Park		
			☐ Field		
			☐ Picnic Area		
Date of Event:	September 2, 2024 to December 6, 2024	Day(s):	Monday, Friday, Saturday, Sunday	Estimated Attendance:	_100_
Purpose of Event/Function:	Baseball and Softball Practices and Games				
Mondays and Fridays Time:	5:00 pm	to	9:00 pm	Set up Time:	to
Time Saturday and Sunday:	9:00 am	to	6:00 pm	Clean up Time:	to
Will the event be open to the public?	Yes				
Will there be entertainment?	No				
Will food be served?	Yes				
Portable Stage needed?	No				
	If yes, what type?				
	If yes, name of caterer?				

I, the undersigned, on behalf of the above named organization/business, do hereby agree to indemnify and hold harmless the City of South El Monte and any of its officers, agents or employees from any liability, claim or legal action for damages resulting from or in any way arising out of this application and agreement and will agree to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I have read, signed and agree to comply with the Facility Rules and Regulations.

City of South El Monte Recreation Services Department

APPLICANT NAME: South El Monte National Little League Fall Season DATE OF USE: 9/1/24 to 12/6/24

FACILITY: New Temple Park Fields

FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

****IMPORTANT INFORMATION****

NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN

NOTE: FLOORS ARE COVERED WITH CARPET

Field Rental Fee	\$ 50 Per Hour x 320 Hours	\$ 16,000.00
Lighting Fee	\$ 30 Per Hour x 88 hours	\$ 2,640.00
Security Guard Fee	\$ _____ x _____ # Guard (s) x _____ Hours	\$ NA
Kitchen Fee		\$ NA
Clean Up Fee		\$ NA
Damage Deposit		\$500.00
Insurance Premium Certificate	Agency will provide	\$ 0.00
Liquor Premiums		\$ NA
ABC Permit		\$ NA
	TOTAL:	\$ 19,140.00

of Round Tables: _____

of Rectangle Tables: _____

of Chairs _____

Table and Chair Ratio

8 inch Round Table = 8 chairs

6x6 Rectangle Table = 8 chairs

BALANCE DUE DATE: _____

Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____

Security Deposit Refund:

Full refund: Yes _____ No _____

Invoice #: _____

Account#: _____

Reservation Info:

If No, reason:

Amount refunded: \$ _____ Warrant Request Made on: _____



City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 579-2043
www.ci.south-el-monte.ca.us



APPLICANT INFORMATION

Name: Cristina Rodriguez	Organization/Business: South El Monte National Little League
Address:	City: Zip Code:
Home Phone:	Work Phone:
Cell Phone:	Email:

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****

****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

RESERVATION INFORMATION

FACILITY REQUESTED:

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
☒ Kitchen	☐ Dining Room	☐ Main Pool	Mary Van Dyke
☒ Gymnasium	☐ Arts and Craft Room	☐ Wading Pool	☐ Community Room
☐ Amphitheater	☐ Game Room I	☐ Locker Rooms	☐ Gazebo
☐ Dance Room	☐ Game Room II		New Temple
			☐ Field
			☐ Picnic Area
			Shively Park
			☐ Field
			☐ Picnic Area
Date of Event:	April 20, 2023	Day(s):	Saturday
			Estimated Attendance: 100
Purpose of Event/Function:	Fundraiser Comedy Night		
Time:	4:00 pm	to	12:00 am
		Set up Time:	
		Clean up Time:	
Will the event be open to the public?	Yes		
Will there be entertainment?	Yes		
Will food be served?	Yes		
Portable Stage needed?	Yes		
	If yes, what type? <u>DJ and Comedian</u>		
	If yes, name of caterer?		

I, the undersigned, on behalf of the above named organization/business, do hereby agree to indemnify and hold harmless the City of South El Monte and any of its officers, agents or employees from any liability, claim or legal action for damages resulting from or in any way arising out of this application and agreement and will agree to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I have read, signed and agree to comply with the Facility Rules and Regulations.

City of South El Monte Recreation Services Department

APPLICANT NAME: South El Monte National Little League Fundraiser DATE OF USE: April 20, 2023

FACILITY: Community Center

FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

****IMPORTANT INFORMATION****

NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN

NOTE: FLOORS ARE COVERED WITH CARPET

Field Rental Fee	\$ 100 Per Hour x 8 Hours	\$ 800.00
Staff Fee	\$ 16.00 x 3 # Staff (s) x 8 Hours	\$ 384.00
Security Guard Fee	\$ 38.00 x 2 # Guard (s) x 8 Hours	\$ 608.00
Kitchen Fee		\$ NA
Clean Up Fee		\$ NA
Damage Deposit		\$500.00
Insurance Premium Certificate	Agency will provide	\$ 0.00
Liquor Premiums		\$ NA
ABC Permit		\$ NA
	TOTAL:	\$ 2,292.00

of Round Tables: _____

of Rectangle Tables: _____

of Chairs _____

Table and Chair Ratio

8 inch Round Table = 8 chairs

6x6 Rectangle Table = 8 chairs

BALANCE DUE DATE: _____

Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____

Security Deposit Refund:

Full refund: Yes _____ No _____

Invoice #: _____

Account#: _____

Reservation Info:

If No, reason:

Amount refunded: \$ _____ Warrant Request Made on: _____



City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 579-2043
www.ci.south-el-monte.ca.us



APPLICANT INFORMATION

Name: Cristina Rodriguez	Organization/Business: South El Monte National Little League
Address:	City: Zip Code:
Home Phone:	Work Phone:
Cell Phone:	Email:

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****

****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

RESERVATION INFORMATION

FACILITY REQUESTED:

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
☐ Kitchen	☐ Dining Room	☐ Main Pool	Mary Van Dyke
☐ Gymnasium	☐ Arts and Craft Room	☐ Wading Pool	☒ Community Room
☐ Amphitheater	☐ Game Room I	☐ Locker Rooms	☐ Gazebo
☐ Dance Room	☐ Game Room II		New Temple
			☐ Field
			☐ Picnic Area
			Shively Park
			☐ Field
			☐ Picnic Area
Date of Event:	February 12, 2024	Day(s):	Monday
			Estimated Attendance: 35
Purpose of Event/Function:	Managers Meeting		
Time:	6:00 pm	to	8:00 pm
		Set up Time:	to
		Clean up Time:	to
Will the event be open to the public?	Yes		
Will there be entertainment?	Yes		
Will food be served?	Yes		
Portable Stage needed?	Yes		
	If yes, what type? DJ and Comedian		
	If yes, name of caterer?		

I, the undersigned, on behalf of the above named organization/business, do hereby agree to indemnify and hold harmless the City of South El Monte and any of its officers, agents or employees from any liability, claim or legal action for damages resulting from or in any way arising out of this application and agreement and will agree to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I have read, signed and agree to comply with the Facility Rules and Regulations.

City of South El Monte Recreation Services Department

APPLCIANT NAME: South El Monte National Little League Meeting **DATE OF USE:** February 12, 2024

FACILITY: Mary Van Dyke Community Room

FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

****IMPORTANT INFORMATION****
NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN
NOTE: FLOORS ARE COVERED WITH CARPET

Field Rental Fee	\$ 200 Day Rate	\$ 200.00
Staff Fee	\$ _____ x _____ # Staff (s) x _____ Hours	\$ NA
Security Guard Fee	\$ _____ x _____ # Guard (s) x _____ Hours	\$ NA
Kitchen Fee		\$ NA
Clean Up Fee		\$ NA
Damage Deposit		\$50.00
Insurance Premium Certificate	Agency will provide	\$ 0.00
Liquor Premiums		\$ NA
ABC Permit		\$ NA
	TOTAL:	\$ 250.00

of Round Tables: _____
of Rectangle Tables: _____
of Chairs _____

Table and Chair Ratio
8 inch Round Table = 8 chairs
6x6 Rectangle Table = 8 chairs

BALANCE DUE DATE: _____

Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____

.....

Security Deposit Refund:

Full refund: Yes _____ No _____

Invoice #: _____

Account#: _____

Reservation Info:

If No, reason: _____

Amount refunded: \$ _____ Warrant Request Made on: _____

CITY BUILDINGS POLICY AND PROCEDURES

City of South El Monte ("City") Facilities may be used for recreation, social, educational, or governmental functions. The City reserves the right to cancel any reservation at a moment's notice if the facility is needed by the City. However, reasonable effort will be made to relocate/reschedule the event. The City reserves the right of full access to all activities at any time during their occurrence to see that all rules, regulations, and City, State, and Federal Laws are not violated.

Facility use does not suggest City endorsement or sponsorship of any event. Applicant's publicity of event shall clearly and accurately identify the name of the sponsoring organization or individual.

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

APPLICATION PROCESS:

1. Applicant must be at least 21 years of age. Proof of residency for City residents is required at time of application.
2. **A facility is not considered rented until (1) applicant delivers to the City the facility Rental Application and Agreement, rental fee, deposit(s), and any other items deemed necessary by the City; and (2) the City's Recreation Department Supervisor or his/her designee in his/her sole discretion, approves such rental in writing.**
3. The approval process takes a maximum of 14 working days. DO NOT advertise your event or print invitations prior to receiving written approval.
4. Reservations will not be accepted more than one year or less than 30 days in advance of date requested.
5. Time requested must include decorating, event and clean-up time.
6. Clean-up, Damage and Security deposits are due at time of application. Full fees must be paid 30 days prior to the event to avoid termination of application. Payments can be made by cash, check, money order, or credit card. Checks must be made payable to the "City of South El Monte".
7. For events involving the general public, the applicant is required to procure Special Event Liability Insurance. The applicant shall furnish to the City appropriate certificates of public liability and property damage insurance in the amount of \$1,000,000.00 naming the City as an additional insured under the policy. Such insurance shall be maintained and kept in force during all such times that the applicant uses the City Facilities. All insurance certificates required above shall provide that such certificates shall not be cancelled or materially changed without at least 30 days' prior written notice to the City.

APPLICANT RESPONSIBILITIES:

1. Applicant must be present during the entire event.
2. All activities must cease, and the facility completely vacated by 1:00 a.m. Amplified music must be terminated no later than 12:00 a.m. (midnight).
3. The group must appear within 30 minutes of time specified or permit will be cancelled and all fees forfeited.
4. Applicant cannot exceed the number attending on the application.
5. Activities for minors must be supervised by responsible adults on the ration of at least one adult for every 20 minors.
6. Applicant must secure services of at least two private security guards for supervision of teenage (ages 13-20) events. Security services will be added into total fees.
7. Groups using kitchen facilities shall furnish own dishes, silverware, cooking utensils, towels, soap, ice, serving trays, etc.
8. Applicant is responsible for facility clean-up. Facility must be left in a reasonably clean condition (as determined by the City) to receive a full deposit refund.
9. **Applicant must conduct a walkthrough of the facility with staff prior to and at the conclusion of the event to review the condition of the facility. The Facility Condition Report must be signed to receive a deposit refund.**
10. Applicant is responsible for the supervision of small children. They must remain in the reserved area.

DECORATIONS/SET-UP:

1. Staples, nails or any drilling are prohibited on all surfaces including walls, glass, tables, windows and doors.
2. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.
3. All decorations must be removed by the applicant at the conclusion of the event.
4. Applicant is responsible for own set-up and tear down. City staff will assist with tear down of City owned tables and chairs only.
5. Hay and confetti of any sort are prohibited.

PROHIBITED:

1. No alcoholic beverages (unless proper permits are obtained) or illegal substances are permitted on City property. Violation will result in the closure of the event and forfeiture of all fees.
2. Use of glass containers is prohibited at all facilities unless otherwise approved by the Recreation Services Supervisor or his/her designee.
3. Smoking is not permitted on City property.
4. No profane language or disorderly or unseemly conduct is permitted in any City facility.

PROHIBITED CONTINUED:

5. No advertisements, circulations or petitions, solicitations, nor entry fees are permitted without written approval from the City.
6. Guests may not take food into the hallways/restrooms or any other areas that are not rented.
7. No storage of private property is permitted on City premises.
8. City Facilities cannot be used for commercial purposes without written approval.
9. Bounce houses and petting zoos are not permitted on City facilities.
10. City equipment shall not be removed from any City facility.
11. No animals are permitted at the facility, with the exception of seeing-eye dogs, service animals, or animals pre-approved for use in special exhibits.
12. Applicant shall not admit a larger number of individuals than can lawfully, safely, and freely move about the facility.
13. Only D/J and small bands are allowed to play in the facility. **Staff will determined appropriate volume levels.**
14. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.

REFUND OF SECURITY DEPOSIT:

1. Refund of security deposit will take approximately 2-6 weeks after the conclusion of your event, provided the City determines no deductions of the security deposit are necessary.
2. There will be a deduction from your security deposit for the following items: damage to floors, walls, or any other part of the facility, additional cleaning, repair or replacement, deviation from the rental agreement, extra staff time cost, or disturbances requiring law enforcement.
3. If Applicant violates any part of this agreement or reports false information to the City, the City may refuse applicant further use of the facility; and applicant shall forfeit a portion of or all of the rental fees and/or deposit.

CANCELLATION POLICY:

1. Reservations must be cancelled at least five days prior to event in order to receive full deposit refund
2. All other cancellations subject to a \$25 administration fee.

CANCELLATION, RULES AND REGULATION POLICY

I, the undersigned applicant, have read, understood, received a copy of, and agree to abide by and enforce the cancellation, rules, regulations, and policies governing this facility as set forth by the City of South El Monte. I understand that by signing this document, I accept all responsibility for any damages to premises, furniture, equipment or grounds resulting from use of the facility. I further agree that any violation of the Facility Rules and Regulations can result in immediate cancellation of the reservation and forfeiture of all fees and deposits.

Applicant's Signature: _____ Date: _____



National Little League of South El Monte
P.O. Box 9134, South El Monte, CA 91733
Incorporated 1061

South El Monte Council

Dear City Council,

National Little League of South El Monte is a non-profit organization that has been serving the city of South El Monte and its residents since 1961. The league is run by 100% volunteers consisting of parents/people of the community. In our program, the children learn teamwork, how to deal with pressure, maintain positive attitudes and how to play by the rules. These are all very important social skills and traits the children can apply to other areas of their life. These core values that the children learn in our program will help them become successful citizens later in life.

We appreciate all the support that the city has provided our program in the past and ask for your continued support to our league, and most importantly, to the community of South El Monte. Seeing our City Council at our games was a highlight in the 2023 Season and we invite you all once again to join us in watching our teams get prepared in making it to the Tournament of Champions and in the All Stars Series!

We pride ourselves in being one of the Little League Partners to have low fees, but in keeping the fees low, we are unable to provide the ultimate experience for our players. We have added the opportunity for some of our players who are unable to pay to assist the League in game day activities in order to avoid the family a hardship.

National Little League of South El Monte would like to request your assistance with allowing our program the use of city facilities along with putting up the fences and lights at no cost for our upcoming 2024 season.

Any help would be greatly appreciated!

Thank you again for your ongoing support.

A handwritten signature in black ink, appearing to read 'Cristina Rodriguez'.

Cristina Rodriguez – President



City Council Agenda Report

Agenda Item No. 12.a.

DATE: January 9, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Gloria Olmos, Mayor

SUBJECT: MAYOR GLORIA OLMOS

1. Direction to Contact Edison to Repair Streetlights that are out in the City, and Check Day Burners.

RECOMMENDATION: Discussion and/or action.

2. Consideration to Approve \$500 Donation to the South El Monte/EI Monte Jets

RECOMMENDATION: Discussion and/or action.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Letter to council



El Monte/South El Monte (EMSEM) Jets

Jr. All American Football and Cheer Youth Organization - 2023-24 Season

P.O. Box 4523

El Monte, CA 91734

Tel: (626) 297-0036

Email: emsemjets@gmail.com

January 2024

South El Monte City Mayor and Council,

In the cities of El Monte and South El Monte, there is nothing more important than fostering responsible, hardworking and respectful citizens. This journey, for many of our participants, begins with the El Monte/South El Monte (EM/SEM) Jets Youth Football and Cheer program.

As our football season is over, one of our teams had their last game at SoFi stadium vs East Whittier last month. I was able to arrange a great experience for this team which I hope they enjoyed. Our cheer season will be over by mid February. We are currently preparing ourselves for a competition in Las Vegas, NV.

It has been a tough year just like any other season but we finally seem to have control of our league and it's in great standings. I could not have done this without the support of my board members and our volunteers.

I'm reaching out in regards to the city donating funds towards our league. I would like to Thank my board and staff for their time and dedication to all of our kids in our program. Without any of us this will not be possible. The city's donation will help me get started. Last year I asked for it to go towards our league banquet however this year all teams did their own, as well as cheer will doing theirs once season is over. Our board had a unanimous decision on not having a league banquet for many reasons. One of the main reasons is that our parents tend to leave once their kid gets their trophy and therefore leaves the older kids with no audience participation.

I'd like to thank the staff and volunteers with dinner or a bbq. If we aren't able to settle on a date then I would like to pay for part of their new fees for the 2024 season since luckily they are all coming back with the exception of one individual. Our volunteers expenses are roughly about \$125 every season for multiple classes and training. Even if we can pay for one of their classes it will be helpful and encouraging to them for their return.

I appreciate all the support you all have shown our league. I hope we continue to make our city proud and make the Jets the team everyone wants to play for. This league helps our youth tremendously.

Thank you,

Blanca Villa (President)

626.297.0036