

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

February 13, 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 disability-related accommodation necessary to participate in this meeting, please contact:

Donna G. Schwartz, CMC, City Clerk
Ph (626) 579-6540
Cell (626) 274-4842

Sabrina Muhne, Deputy City Clerk
Ph (626) 579-6540
Cell (626) 374-1998

AGENDA BEGINS ON THE FOLLOWING PAGE

1. ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

Lynn Tran, 7th Grade Student from Shively Middle School, South El Monte, California

3. INVOCATION

William Gil, Knights of Columbus

4. PRESENTATIONS

4.a. Certificates of Recognition Presented to the El Monte/South El Monte Jets Cheer Teams, Pee-Wee Division Placing 2nd in the San Gabriel Valley Junior All American Competition and 1st place in the SHARP Competition with the Gremlin Division Placing 2nd in the San Gabriel Valley Junior All American Competition as well as the JAMZ Nationals and Placing 1st at the SHARP Competition. The Jets Cheer Team Program Received the City Spirit Award for the Most Pride and Spirit Shown at the San Gabriel Valley Junior All American Competition and the Judges' Choice Award at the SHARP Competition

4.b. Presentation of Years of Service Awards to City Employees

4.c. Presentation by Dr. Julia Ruedas, Senior Program Manager & Policy Analyst, LAC+USC Medical Center Foundation on Reducing Youth Access to Tobacco Products

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 JOINT SPECIAL MEETING WITH VALLE LINDO SCHOOL DISTRICT-BOARD OF EDUCATION, AND THE REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 9, 2024

Staff is requesting approval of Minutes for the January 9, 2024, Joint Special and Regular City Council Meetings.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the January 9, 2024, Joint Special Meeting with Valle Lindo School District-Board of Education, and the Regular City Council Meeting.

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-121, APPROVING WARRANTS FOR THE PERIOD OF JANUARY 10, 2024, THROUGH FEBRUARY 13, 2024

Authorizing payment of City expenditures for the period of January 10, 2024, through February 13, 2024, totaling \$1,796,277.21.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 24-121, authorizing payment of City expenditures.

7.c. CONSIDERATION AND APPROVAL OF THE WOMEN'S EMPOWERMENT EVENT

Staff is requesting the City Council's approval to organize the Women's Empowerment event in honor of Women's History Month. The proposed event date is Saturday, March 9th, from 10:00 am to 12:30 pm at the South El Monte Senior Center.

RECOMMENDED ACTION: Staff recommends City Council:

1. Approve the Women's Empowerment event to be held on Saturday, March 9th, from 10:00 am to 12:30 pm at the South El Monte Senior Center; and
2. Approve allocating \$3,000.00 from the City's Special Events account 01-151-1543-5952 to host the event.

CONSENT CALENDAR (CONTINUED)

7.d. COUNCIL TO RECEIVE AND FILE SUCCESSOR AGENCY TO THE SOUTH EL MONTE IMPROVEMENT DISTRICT'S APPROVED RECOGNIZED OBLIGATION PAYMENT SCHEDULES FOR THE ANNUAL PERIODS JULY 1, 2024 THROUGH JUNE 30, 2025 ("ROPS 24-25")

On January 22, 2024, the County Oversight Board approved the Successor Agency's ROPS 24-25 by adopting Resolution No. OB 24-1. Staff requests City Council receive and file ROPS 24-25.

RECOMMENDED ACTION: Staff recommends City Council receive and file ROPS 24-25.

7.e. CONSIDERATION AND APPROVAL TO REJECT ALL BIDS AND RE-ADVERTISE REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL MAINTENANCE SERVICES

The City received six (6) proposals for Janitorial Maintenance Services. Out of the six (6), only one (1) proposal met the criteria set by the City during the evaluation process. Staff recommends for the City to re-advertise the Request for Proposals (RFP) to ensure a minimum of two (2) qualifying proposals are received.

RECOMMENDED ACTION: Staff recommends City Council reject the six (6) proposals received and authorize the re-advertisement of the Request for Proposals (RFP) for Janitorial Maintenance Service and authorize staff to solicit new proposals to ensure the City receives the best pricing available.

7.f. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-122, APPROVING PROJECT ACCEPTANCE AND NOTICE OF COMPLETION OF FISCAL YEAR (FY) 2022-23 RESIDENTIAL STREET REHABILITATION PROJECT

On June 1, 2023, the Engineering Department solicited bids for the FY 2022-23 Residential Street Rehabilitation Project. The work asphalt roadway resurfacing (asphalt cold mill and overlay), asphalt pothole repairs, reconstruction of concrete curb ramps, sidewalks, curb and gutter at various locations and restoration of pavement markings and striping. The final cost for the construction work completed by All American Asphalt is \$934,248.18.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-122, accepting the completion of FY 2022-23 Residential Street Rehabilitation Project;
2. Authorize City Clerk to send the Notice of Completion for recordation to the Los Angeles County Recorder's Office; and
3. Release retention accordingly.

CONSENT CALENDAR (CONTINUED)

7.g. CONSIDERATION AND APPROVAL OF RESOLUTION 24-123, REPEALING RESOLUTION NO. 22-83 AND AMENDING THE CITY OF SOUTH EL MONTE'S CONFLICT OF INTEREST CODE

This agenda item intends to complete the Code Review of the City of South El Monte Conflict of Interest (COI) code. The last time the City of South El Monte ("City") revised its COI Code was on October 11, 2022.

Since that time, there have been several new designated positions added. This change required the amendment of the City's COI Code. The City Clerk and Interim Director of HR/Risk Management worked with the City Attorney, Agency Directors, and officers to determine those positions requiring disclosure of financial interests.

RECOMMENDED ACTION: Staff recommends City Council proceed with the completion of the Code Review for the City and consider adopting Resolution No. 24-123, repealing Resolution No. 22-83 and amending the City's Conflict of Interest Code which formally codifies the revisions to the Code for the City.

7.h. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-124, AWARDED A PROFESSIONAL SERVICES AGREEMENT (PSA) TO BEAR ELECTRICAL SOLUTIONS, INC FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

Staff seeks City Council approval to award a Professional Services Agreement (PSA) to Bear Electrical Solutions, Inc. for Traffic Signal Maintenance Services.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-124, awarding a PSA to Bear Electrical Solutions, Inc. for Traffic Signal Maintenance Services, in the amount of \$157,500; and
2. Authorize the City Manager to execute agreement.

7.i. CONSIDERATION FOR AUTHORIZATION TO SOLICIT REQUEST FOR PROPOSALS (RFP) FOR CURB ADDRESS NUMBER PAINTING SERVICES

Staff seeks City Council approval to publish a Request for Proposals (RFP) for Curb Address Number Painting Services.

RECOMMENDED ACTION: Staff recommends City Council approve the RFP to solicit proposals from qualified consultants to provide Curb Address Number Painting Services.

CONSENT CALENDAR (CONTINUED)

7.j. CONSIDERATION FOR AUTHORIZATION TO ADVERTISE NOTICE INVITING BIDS (NIB) FOR TRAFFIC SIGNAL IMPROVEMENTS AT LEE AVE & GARVEY AVE AND DURFEE AVE & PECK RD - MICHAEL HUNT DRIVE

Staff seeks City Council approval to advertise for construction bids for Traffic Signal Improvements at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd - Michael Hunt Drive.

RECOMMENDED ACTION: Staff recommends City Council approve the construction bid package to solicit bids for Traffic Signal Improvements at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd - Michael Hunt Drive.

7.k. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-125, CONSENTING TO THE APPOINTMENT OF IYOB TESSEMA AS DIRECTOR OF HUMAN RESOURCES/RISK MANAGEMENT AND APPROVAL OF DIRECTOR OF HUMAN RESOURCES AND RISK MANAGEMENT EMPLOYMENT AGREEMENT

Staff is asking the City Council to consent to the appointment of Iyob Tessema as Director of Human Resources and Risk Management and approve the employment agreement for services as Director of Human Resources/Risk Management.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-125, approving appointment of Iyob Tessema for the position of Director of Human Resources and Risk Management and approving employment agreement; and
2. Authorize the City Manager to execute the agreement.

Public Hearings next page.

8. PUBLIC HEARINGS

8.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-126, AUTHORIZING THE REPROGRAMMING AND PROGRAMMING OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEARS (FY) 2023-24 AND 2024-25

Provide the City Council with recommendations for programming the fiscal year 2024-2025 (July 1, 2024 – June 30, 2025) and revising the Consolidated Action Plan for fiscal year 2023-2024 for the allocation of Community Development Block Grant CDBG funds.

RECOMMENDED ACTION: Staff Recommends City Council:

1. Conduct a public hearing;
2. Take public testimony;
3. Adopt Resolution No. 24-126, 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
4. 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 guidelines.

9. GENERAL BUSINESS

9.a. CONSIDERATION FOR AUTHORIZATION TO SEEK REQUEST FOR PROPOSALS (RFP) TO IMPLEMENT THE CITY'S COMMERCIAL CANNABIS OPERATIONS REGULATORY PROGRAM AND PROVIDE APPLICATION EVALUATION SERVICES

Staff seeks City Council approval to issue Request for Proposals (RFP) to Implement the City's Commercial Cannabis Operations Regulatory Program and provide Application Evaluation Services

RECOMMENDED ACTION: Staff recommends City Council approve the RFP to solicit proposals from qualified consultants to implement the City's Commercial Cannabis Operations Regulatory Program and provide Application Evaluation Services.

9.b. CONSIDERATION AND APPROVAL OF THE 2024 NIGHT MARKETS, SUMMER CONCERT SERIES AND FOURTH OF JULY CELEBRATION CONCERT BAND PERFORMANCES

Staff is requesting the approval for the 2024 Night Markets (4), Summer Concert Series (6), and the Fourth of July Celebration band performances.

RECOMMENDED ACTION:

Staff recommend City Council consider and approve the 2024 Night Markets (4), Summer Concert Series (6), and the Fourth of July Celebration band performances.

9.c through 9.e next page

GENERAL BUSINESS (CONTINUED)

9.c. CONSIDERATION TO RECEIVE AND FILE 2023–2024 CALIFORNIA LEGISLATION UPDATE

Staff is requesting City Council receive and file this 2023–24 California Legislation Update and discuss any questions with staff and the City Attorney's Office.

RECOMMENDED ACTION: Staff recommends City Council receive and file this report and presentation.

9.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-127, APPROVING A LICENSE AGREEMENT WITH VACCO INDUSTRIES FOR PARKING SPACES AT 1530 CENTRAL AVENUE, SOUTH EL MONTE, CALIFORNIA

Consideration and approval of a license agreement for leasing parking spaces to Vacco Industries.

RECOMMENDED ACTION: Staff Recommends City Council:

1. Adopt Resolution No. 24-127, approving a license agreement for leasing parking spaces to Vacco Industries; and
2. Authorize the City Manager to execute agreement.

ENVIRONMENTAL ANALYSIS: This 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 a lease agreement for parking spaces 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.

9.e next page.

GENERAL BUSINESS (CONTINUED)

9.e. CONSIDERATION OF RESOLUTION NO. 24-128, RESCINDING RESOLUTION NO. 23-67, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A NEW PARKING LICENSE AGREEMENT WITH COUNTY OF LOS ANGELES AT 1415 AND 1441 SANTA ANITA AVENUE

Consideration of resolution authorizing the City Manager to negotiate and execute a license agreement for the use of parking spaces by the County of Los Angeles (County).

RECOMMENDED ACTION: Staff recommends the City Council:

1. Rescind Resolution No. 23-67; and
2. Adopt Resolution No. 24-128, authorizing the City Manager to negotiate and execute a license agreement for the use of City parking spaces by the County.

ENVIRONMENTAL ANALYSIS: This 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 a license agreement for parking spaces 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.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

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

11. CORRESPONDENCE - None

12. COUNCILMEMBERS’ AGENDA - None

Closed Session next page.

13. CLOSED SESSION

13.a. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

City Negotiator: City Manager

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

13.b. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL INITIATION OF LITIGATION

Pursuant to Government Code Section 54956.9(d)(4) – (two cases)

13.c. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL EXPOSURE TO LITIGATION

Pursuant to Government Code Section 54956.9(d)(2)

Edison claim related to pole fees imposed for installation of poles in the right-of-way.

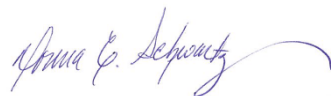
13.d. CONFERENCE WITH LEGAL COUNSEL – THREAT TO THE SECURITY OF PUBLIC BUILDINGS

Pursuant to Government Code Section 54957

14. ADJOURNMENT

Tuesday, February 27, 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 8th day of February 2024.



City Clerk, CMC



City Council Agenda Report

Agenda Item No. 4.a.

DATE: February 13, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: Certificates of Recognition Presented to the El Monte/South El Monte Jets Cheer Teams, Pee-Wee Division Placing 2nd in the San Gabriel Valley Junior All American Competition and 1st place in the SHARP Competition with the Gremlin Division Placing 2nd in the San Gabriel Valley Junior All American Competition as well as the JAMZ Nationals and Placing 1st at the SHARP Competition. The Jets Cheer Team Program Received the City Spirit Award for the Most Pride and Spirit Shown at the San Gabriel Valley Junior All American Competition and the Judges' Choice Award at the SHARP Competition

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.b.

DATE: February 13, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

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

SUBJECT: Presentation of Years of Service Awards to City Employees

SUMMARY: The Mayor and City Council to present service awards to City employees for their years of service to the City of South El Monte.

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.c.

DATE: February 13, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: Presentation by Dr. Julia Ruedas, Senior Program Manager & Policy Analyst, LAC+USC Medical Center Foundation on Reducing Youth Access to Tobacco Products

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. PowerPoint



Reducing Youth Access to Tobacco Products

Dr. Julia Ruedas

Andrea Carrera

February 13, 2024

Los Angeles General
Medical Center

The
Wellness
Center



AT THE HISTORIC GENERAL HOSPITAL

Youth Access to Tobacco Products

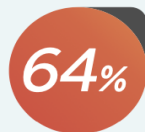
YOUTH ACCESS TO TOBACCO PRODUCTS

Tobacco and vape use among youth continues to be a problem in Los Angeles County.

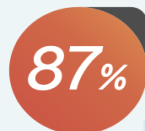
- **Retailers continue to sell tobacco products to underage youth.** Among current high school vape users in LA County, more than half are buying vape products from a vape, tobacco, or smoke shop.¹
- Inexpensive and small pack-size products like **little cigars and cigarillos** that sell for a few dollars **increase tobacco initiation among youth.**⁴
- The amount of tobacco retailers near youths' homes has been associated with **increased smoking rates among youth.**⁵



Tobacco products have addictive levels of **nicotine, harmful toxins, and cancer-causing chemicals.**²



of current and former adult smokers in California **started smoking by the age of 18 and 96% started by the age of 26.**³



of LA County high school students who are current hookah users reported using **flavored hookah.**¹





Tobacco Retail Licensing

Strategies that have been identified as successful in reducing youth access to tobacco products include policies that regulate the sale of tobacco products such as tobacco retailer licensing (TRL).

- TRL policies require each merchant to obtain a license to sell tobacco products and provide for the suspension or revocation of the license if the merchant sells tobacco products to individuals under the age of twenty-one **or** violates other local, state, or federal tobacco laws.
- **TRL policies can include provisions that prohibit the sale of flavored tobacco products, among other provisions.** In addition to reducing youth access to tobacco products, strong TRL policies may lower rates of cigarette and e-cigarette use among youth and young adults.
- South El Monte adopted the Tobacco and Electronic Cigarette Retail Permitting Regulations ordinance #1185 in 2014.

Strong Tobacco Retail License

REDUCING YOUTH ACCESS TO TOBACCO PRODUCTS

1 in 3 

Tobacco retailers in LA County are illegally selling tobacco products to young adults under 21 years old.⁷

60%

of adults in California support prohibiting the sale of ALL tobacco products.⁸

51

Number of cities and jurisdictions in LA County with a **Tobacco Retail Licensing Policy**.

25

have a **local flavored tobacco ban**.



Beverly Hills and **Manhattan Beach** were the first cities in the nation to **prohibit the sale of all tobacco products**.

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Local tobacco control measures lower rates of cigarette and e-cigarette use among youth.⁶



Adopting a Tobacco Retail Licensing Policy

Require all businesses who sell tobacco products to obtain a local tobacco retail license.



Closing tobacco product exemptions created in California's Flavored Tobacco Ban

Prohibit the sales of all flavored tobacco products including hookah tobacco, shisha, pipe tobacco, and premium cigars.



Establishing minimum prices, and prohibiting coupons and discounts

Set minimum prices for tobacco products, and prohibit the redemption of tobacco discounts or coupons.



Establishing minimum pack size for little cigars and cigarillos

Require little cigars and cigarillos be sold in packages of at least 20 units.



Restricting sales in youth sensitive areas

Require that no tobacco license be issued to businesses that are within a specific distance of a youth sensitive area (e.g., parks, schools, libraries, etc.).



Restricting sales in pharmacies

Businesses that co-locate with a pharmacy such as a grocery store, and stand-alone pharmacies, will not be issued a tobacco license.

Tobacco Retail Licensing Ordinances

LOS ANGELES COUNTY

TOBACCO RETAIL LICENSING ORDINANCES

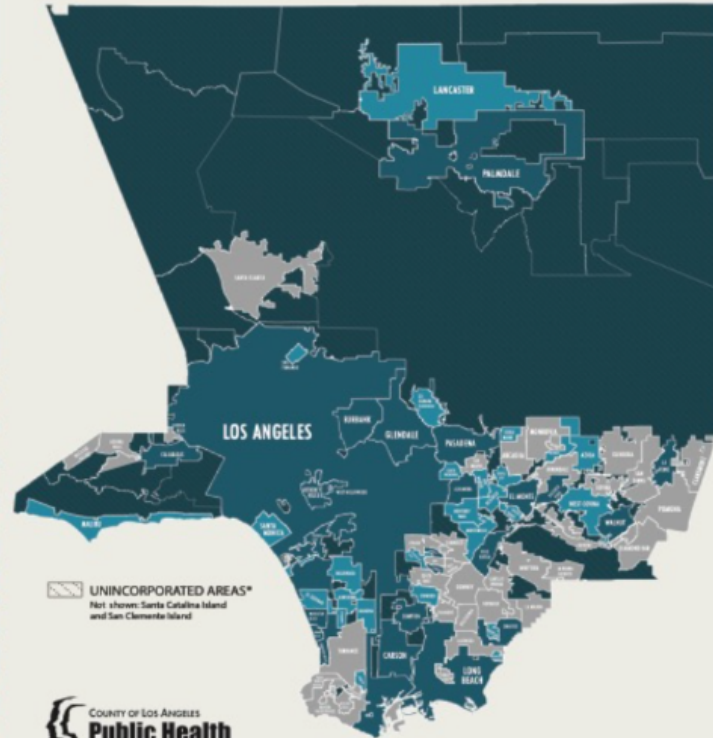
Jurisdictions with Tobacco Retail Licensing (TRL)

Artesia	Lynwood
Azusa	Malibu
Duarte	Montebello
El Segundo	Monterey Park
Garden	Rosemead
Hawaiian Gardens	San Fernando
Hawthorne	San Gabriel
Huntington Park	Santa Monica
Inglewood	Sierra Madre
La Cañada Flintridge	South El Monte
Lancaster	South Pasadena
Lawndale	Temple City
Lomita	West Covina

Jurisdictions with TRL Includes Flavored Tobacco Restrictions

Alhambra	Hermosa Beach
Baldwin Park	La Verne
Beverly Hills	Long Beach
Burbank	Los Angeles
Calabasas	Manhattan Beach
Carson	Maywood
Cerritos	Palmdale
Compton	Pasadena
Cudahy	Pico Rivera
Culver City	Redondo Beach
El Monte	Walnut
Glendale	West Hollywood

Unincorporated Los Angeles County*



San Gabriel Valley Tobacco Retail Licensing Policies

	Alhambra	Baldwin Park	El Monte	Pico Rivera	South El Monte	Unincorporated Los Angeles County
Population Size	83,000	73,000	110,000	62,000	20,000	1,024,000
Number of Tobacco Retailers	50	53	92	51	29	641
Prohibits the Sale of Flavored Tobacco Products	X	X	X	X		X
Prohibits the Sale of Flavored Hookah Tobacco	X		X			X
Requires Little Cigars & Cigarillos are Sold in a Minimum Pack Size	X		X	X		X
Prohibits the Sale of Tobacco Products in Pharmacies						X
Prohibits the Redemption of Tobacco Discounts or Coupons	X			X		
Requires a Minimum Price for Tobacco Products						
Prohibits the Sale of Tobacco Products Near Youth Sensitive Areas (e.g., parks, schools, libraries)						

Public Opinion Surveys



2022-23 SURVEY FINDINGS

SOUTH EL MONTE

ATTITUDES TOWARDS TOBACCO IN THE COMMUNITY

A survey conducted in South El Monte reveals that residents view tobacco products being sold in their community as a threat to youth and would be willing to support local laws that reduce youth smoking and vaping.

According to South El Monte residents...

81%

believe it's easy for anyone under 21 to get cigarettes in South El Monte.



82%

agree that their community has been **negatively** impacted by smoking or tobacco use.



95%

support a local law that **limits the number of tobacco retailers** in the city.



91%

agree that the sale of commercial tobacco products be **phased out completely** over the next five years.



SUPPORT FOR TOBACCO RETAIL POLICIES

There is strong public support among South El Monte residents who want to...



Survey Overview

The Tobacco Retail Licensing Resident Public Opinion Survey followed a comprehensive protocol developed by the Los Angeles County Department of Public Health Tobacco Control and Prevention Program. This survey report represents results based on surveys collected in South El Monte, California by trained staff from The Wellness Center. The survey assessed respondents' knowledge, attitudes, and perceptions regarding the impact of tobacco in their community.

Participants were surveyed at public places that included, but were not limited to: community events, libraries, grocery stores, pharmacies, farmer's markets, and other public locations.

Survey responses were collected from 500 adult residents from South El Monte, representing persons of varied sex, age groups, racial/ethnic groups, and tobacco use status between December 13, 2022 through December 25, 2023. The survey is based on a convenience sample of South El Monte residents and may not reflect the views of all residents.

For more information, please contact:

Dr. Julia Ruedas
LAC+USC Medical Center Foundation
The Wellness Center

(213) 784-9259
julia@thewellnesscenterla.org

Los Angeles General Medical Center

Source: 2022-23 Tobacco Retail Licensing Resident Public Opinion Survey. Tobacco Control and Prevention Program, Los Angeles County Department of Public Health.

Public Opinion Surveys

There is strong public support among
South El Monte residents who want to...

94%



Prohibit the sale of tobacco products in pharmacies.

Prohibit the use of tobacco discounts or coupons.



95%

97%



Prohibit the sale of tobacco within two blocks from youth sensitive areas (e.g., schools, parks, etc.).

Revoke the license of retailers who repeatedly violate existing tobacco laws.



97%

96%



Require a store that sells tobacco to pay a license fee to cover enforcement.

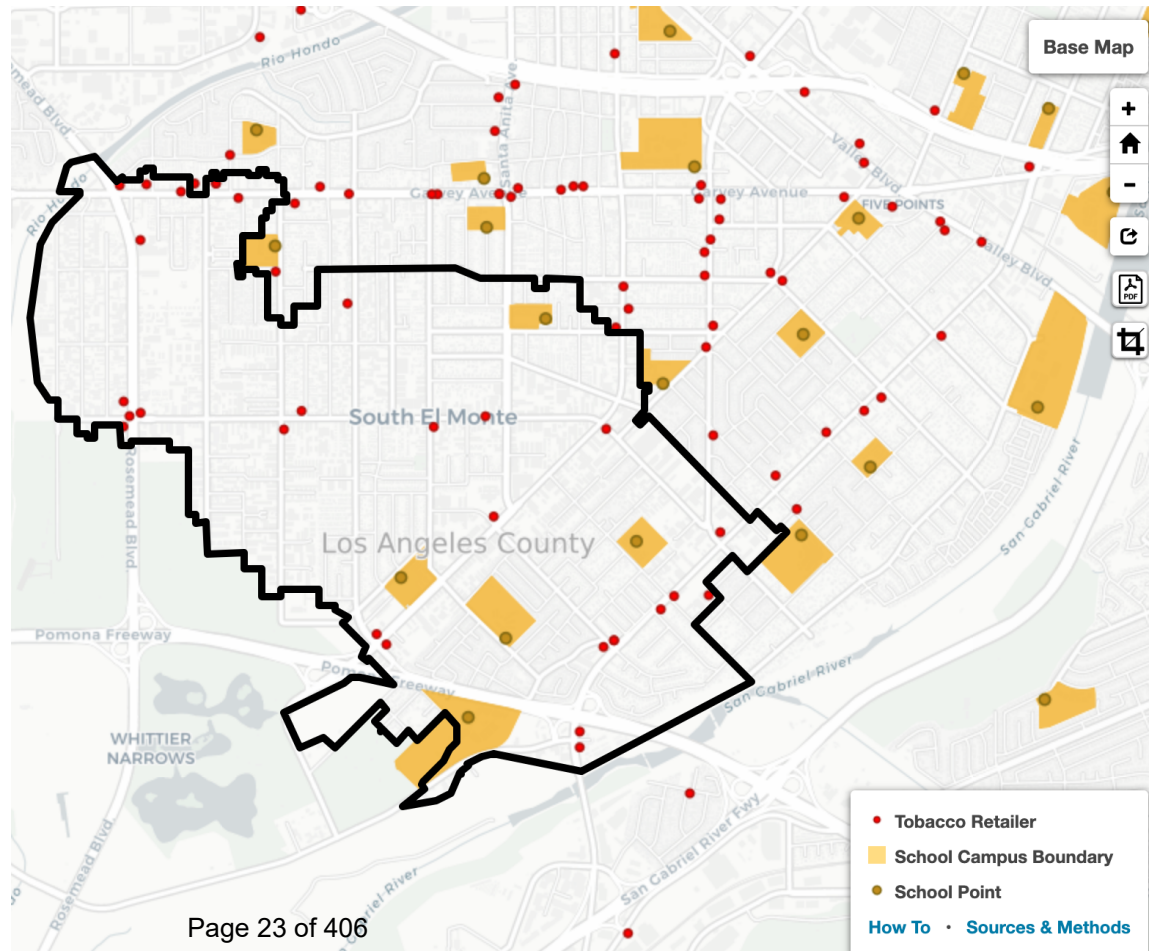
Set a minimum price for certain products, such as little cigars and cigarillos.



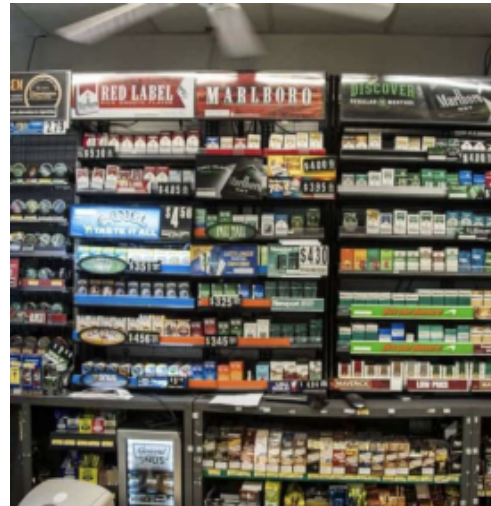
95%

Source: 2022-23 Tobacco Retail Licensing Resident Public Opinion Survey, Tobacco Control and Prevention Program, Los Angeles County Department of Public Health.

Tobacco Retailers in South El Monte

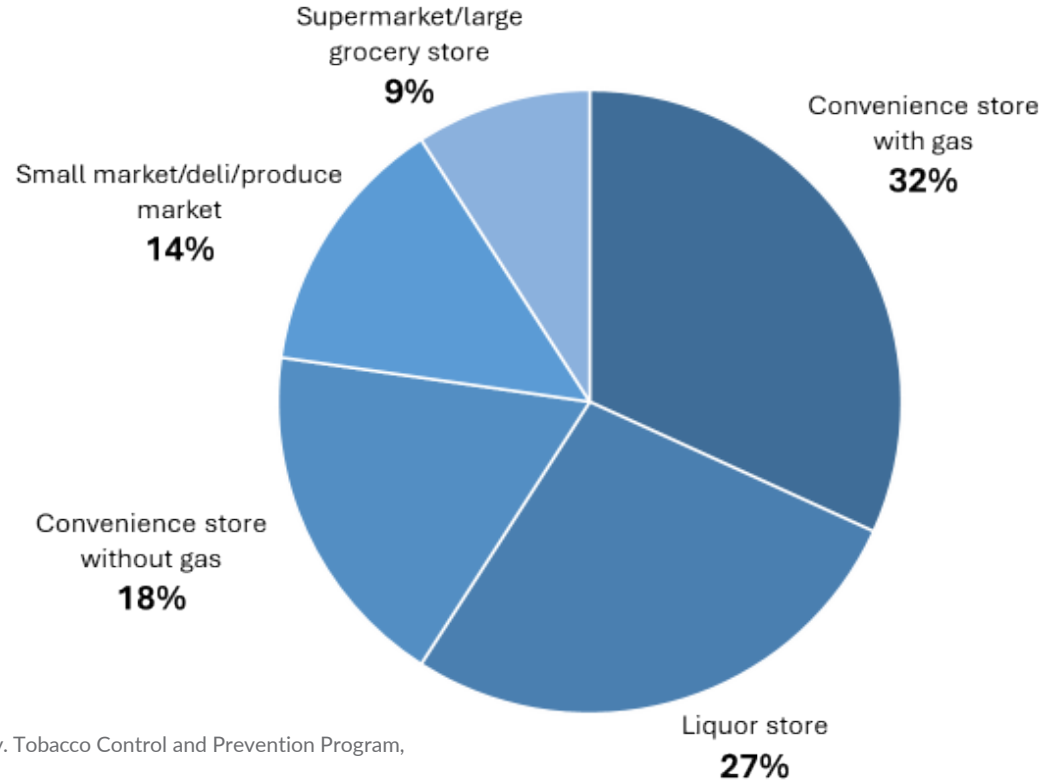


South El Monte Retail Observation Survey





Types of Tobacco Retailers in South El Monte (n=22*)

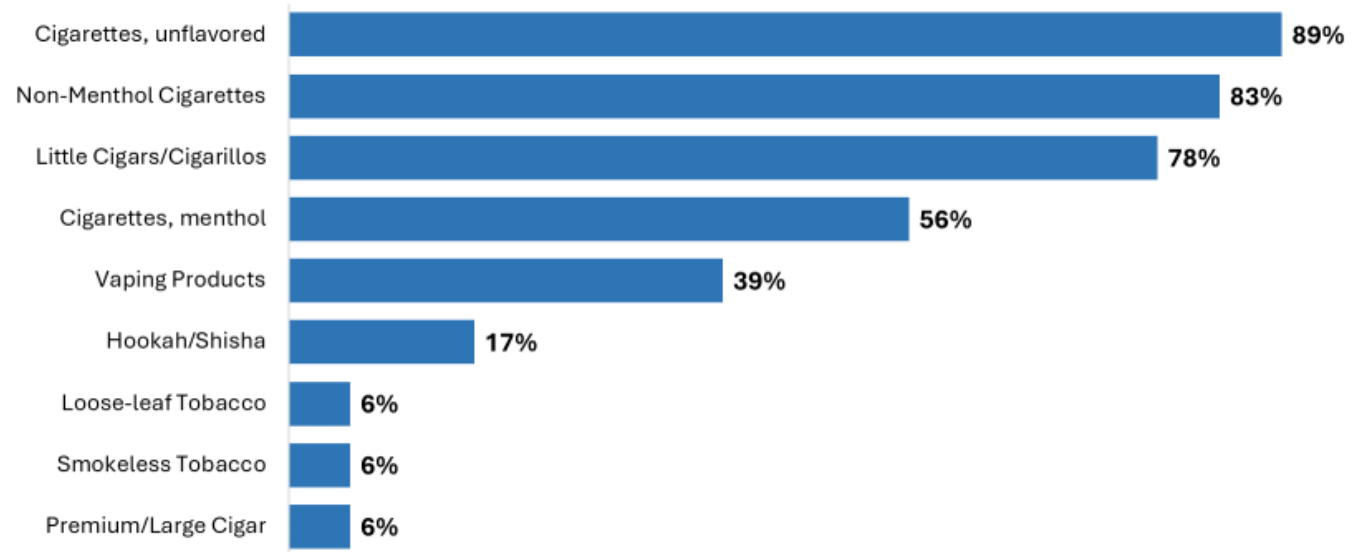


* Excludes retailers that were unable to be surveyed.

Source: 2023 Tobacco Retail Licensing Retail Observation Survey. Tobacco Control and Prevention Program, Los Angeles County Department of Public Health.



Percentage of South El Monte Tobacco Retailers by Type of Available Tobacco Products Sold (n=18)





SB 793: CA Flavored Tobacco Law

- On August 28, 2020, California Governor Gavin Newsom signed Senate Bill (SB) 793 (Chapter 34, Statutes of 2020) into law, **banning the sale of most flavored tobacco products including menthol cigarettes, e-cigarettes, and little cigars.**
- On November 8, 2022, California voters upheld the law via referendum.
- The law does not apply to;
 - Flavored premium cigars, flavored loose-leaf pipe tobacco, flavored shisha/hookah.
- All jurisdictions in California must now implement the state law.
- SB 793 does not preempt local action that goes beyond State law in prohibiting the sale of flavored tobacco products, therefore leaving open the opportunity for local jurisdictions to close the exemptions created in state law.



References

1. Zhu S-H, Ong J, Braden K, Trinidad DR, Zhuang Y-L, Li S (2021). Tobacco Use Among High School Students in Los Angeles County: Findings from the 2019-20 California Student Tobacco Survey. San Diego, California: Center for Research and Intervention in Tobacco Control (CRITC), University of California San Diego.
2. American Cancer Society. Harmful Chemicals in Tobacco Products. <https://www.cancer.org/-/cancer/risk-prevention/tobacco/carcinogens-found-in-tobacco-products.html>
3. California Department of Public Health, California Tobacco Control Program. California Tobacco Facts and Figures 2018. Sacramento, CA: California Department of Public Health; 2018.
4. Centers for Disease Control and Prevention (CDC). Reducing tobacco use: a report of the Surgeon General. Atlanta, GA: US Department of Health and Human Services, CDC; 2000.
5. Marsh, L., Vaneckova, P., Robertson, L., Johnson, T.O., Doscher, C., Raskind, I.G., Schleicher, N.C. and Henriksen, L., 2021. Association between density and proximity of tobacco retail outlets with smoking: a systematic review of youth studies. *Health & Place*, 67, p.102275.
6. Astor, R.L., Urman, R., Barrington-Trimis, J.L., Berhane, K., Steinberg, J., Cousineau, M., Leventhal, A.M., Unger, J.B., Cruz, T., Pentz, M.A. and Samet, J.M., 2019. Tobacco retail licensing and youth product use. *Pediatrics*, 143(2).
7. Synar Tobacco Purchase Survey (STPS). STPS 2022. Sacramento, CA: California Department of Public Health; July 2022.
8. Online California Adult Tobacco Survey (CATS). Online CATS 2021-2022. Sacramento, CA: California Department of Public Health; May 2023.



Questions?





City Council Agenda Report

Agenda Item No. 7.a.

DATE: February 13, 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 JOINT SPECIAL MEETING WITH VALLE LINDO SCHOOL DISTRICT-BOARD OF EDUCATION, AND THE REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 9, 2024

SUMMARY: Staff is requesting approval of Minutes for the January 9, 2024, Joint Special and Regular City Council Meetings.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the January 9, 2024, Joint Special Meeting with Valle Lindo School District-Board of Education, and the Regular City Council Meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. DRAFT Jt Special CC & VLSD Mtg Minutes 1-9-24
- B. DRAFT Reg CC Mtg Minutes 1-9-24

ATTACHMENT A
CITY OF SOUTH EL MONTE
JOINT SPECIAL MEETING OF THE SOUTH EL MONTE CITY COUNCIL AND
VALLE LINDO SCHOOL DISTRICT - BOARD OF EDUCATION
MINUTES

Tuesday, January 9, 2024 - 5:00 PM
1415 Santa Anita Avenue, South El Monte, California 91733

Mayor Olmos called the meeting to order at 5:01 PM.

1. ROLL CALL

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

Board Member(s): Lauria, Rodriguez, Rubio (arrived at 5:05 p.m.), Vice President Martinez (arrived at 5:05 p.m.), and President Castillo

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

SCHOOL DISTRICT STAFF: Dr. Elizabeth Evans

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

2. PLEDGE OF ALLEGIANCE – President Castillo, led the Pledge of Allegiance.

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

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

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

NAYS: Councilmember(s): None

Motion passed 3-0-2, by the following vote:

AYES: Board Member(s): Lauria, Rodriguez, and President Castillo

NAYS: Board Member (s): None

ABSENT: Board Member(s): Martinez and Rubio (had arrived at 5:05 p.m., after this motion)

ATTACHMENT A

4. PUBLIC COMMENT

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

5. GENERAL BUSINESS

5.a. DISCUSSION OF THE NEW TEMPLE PARK MULTI-PURPOSE COMMUNITY ROOM, SNACK BAR, AND RESTROOMS REHABILITATION PROJECT STATE FUNDING DEED RESTRICTIONS

Mayor announced the item and Ariana De La Cruz, Director of Community Services presented the staff report and provided a PowerPoint presentation on the rehabilitation project and grant compliance

Discussion ensued between City Council and Board Members on the following: grant requirements, deed restrictions, amount of in-lieu funds, future funding, partnership in the design, adding additional years to agreement, sustainability plan, monthly joint meetings, and security.

President Castillo stated the Board will be discussing at their next regular scheduled Board meeting the deed restrictions associated with the funding from the South El Monte Per Capita Grant which requires a 30-year deed restriction to continue using the property as a park and will be notifying the city of the outcome.

6. ADJOURNMENT

There being no further business coming before this body, at 7:56 p.m. Mayor Olmos adjourned the meeting a Regular Meeting of the South El Monte City Council immediately following the Joint Meeting at 6:00 p.m.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor

ATTACHMENT B
CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES

Tuesday, January 9, 2024 - 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; John Poehler, Director of Public Works, Ariana De La Cruz, Director of Community Services; Guillermo Arreola, Director of Community Development; and Robert Molina, Interim Deputy City Clerk.

STAFF ABSENT: Masami Higa, Director of Finance, 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 Hector Delgado, led the Pledge of Allegiance.

3. INVOCATION – Deborah Martinez, Shield of Faith Christian School was unable to attend. Jayson Perez, Community Services Manager, offered the invocation.

4. PRESENTATIONS

4.a. Mayor and Council presented certificates and plaques to the 2023 Holiday Home Decorating Contest Winners.

4.b. Chris Knight, El Monte/South El Monte Chamber of Commerce presented a PowerPoint on the Past Year Activities.

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

City Attorney Anthony Taylor announced the following: for consent calendar item 7.c. the terms and compensation of the City Clerk Employment Agreement were read, and minor changes to items 7.f. and 7.h. noting these items were posted online and copies available to the public from the City Clerk.

Mayor Olmos pulled Consent Calendar item 7.d. for discussion.

APPROVAL OF THE AGENDA AND WAIVER OF FULL READING OF ORDINANCES (CONTINUED)

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

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

NAYS: Councilmember(s): None

6. PUBLIC COMMENT

Mayor Olmos opened public comment.

1. Edwarda Saucedo, resident, commented on the following: incident in November, Fire Department at events, evacuation plan, younger kids to be Sheriffs, volunteer security, keep children and people safe, previous incident in front of City Hall, and Public Safety and Sheriffs committing and doing their jobs.
2. Christina, Martha and Erlene, parents with South El Monte National Little League, thanked Council for their ongoing support.

At 6:47 p.m. Mayor Olmos and Mayor Pro Tem Angel left the council chambers.

At 6:48 p.m. Mayor Pro Tem Angel reentered the council chambers

3. Caribbean Fragoza, resident, via Zoom, commented on what is happening in Gaza and Palestine and asked to follow other cities and pass a resolution in support of an immediate ceasefire in Gaza.

At 6:50 p.m. Mayor Olmos reentered the council chambers.

4. Jacqueline Rubio, resident, and Valle Lindo Board Member asked Council to consider using Student Ambassadors to provide the Pledge of Allegiance or the Invocation at any of the city council meetings or any community involvement, and asked Council to look into Quimby funds toward a track field at Dean L. Shively School.

Consent Calendar Item 7.d. heard at this time. Mayor Olmos also requested Correspondence Items 11.a. and 11.b. be heard at this time. Council concurred with no objections.

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

7.d. (CONTINUED)

Mayor Olmos announced the item and wanted to clarify and ensure the provisions, these provisions don't apply to the Montebello Brewers, include adding "South El Monte" in the organization name for outside agencies, that outside entities would not have the opportunity for fee waivers other than those that have been grandfathered in i.e., South El Monte National Little League Baseball, El Monte-South El Monte Jets Youth Football, El Monte-South El Monte AYSO.

Motion made after items 11.a. and 11.b were heard and approved.

Motion by Mayor Pro Tem Angel, seconded by Councilmember Acosta to 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. 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

Mayor Olmos requested CORRESPONDENCE be heard at this time, with no objections Council concurred.

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

Mayor Olmos announced the item and Jayson Perez, Community Services Manager, presented the staff report.

Motion by Mayor Pro Tem Angel, seconded by Councilmember Delgado to approve facility reservation fee waiver request for the use of Dean L. Shively Park Field and New Temple Park Field, approved a 10% discount on the reservation light fees at Dean L Shively Park and New Temple Park and approved hosting two (2) baseball tournaments. Motion passed 5-0, by the following vote:

11.a. (CONTINUED)

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

NAYS: Councilmember(s): None

Jayson Perez, Community Services Manager also noted the Montebello Brewers Baseball Corporation is requesting a third tournament. Council directed staff to bring back at a later council meeting to consider.

At 7:14 p.m. Councilmember Delgado left the council chambers.

11.b. LETTER FROM SOUTH EL MONTE 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

Mayor Olmos announced the item.

Motion by Mayor Pro Tem Angel, seconded by Councilmember Acosta to approve facility reservation fee waiver request for the use of the New Temple Park Fields, Community Center Gymnasium, and Mary Van Dkye Community Room, waiving the reservation light fees at New Temple Park and waiving the fees incurred to install and remove (5) fences at New Temple Park. Motion passed 4-0-1, by the following vote:

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

NAYS: Councilmember(s): None

ABSTAINED: Councilmember(s): Delgado

7. **CONSENT CALENDAR**

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Bojorquez to approve Consent Calendar as amended. Motion passed 4-0-1, (except for 7.d. pulled by Mayor Olmos for discussion) by the following vote:

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

NAYS: Councilmember(s): None.

ABSTAINED Councilmember(s): Delgado

7.a. Approved the Minutes of the December 12, 2023, Regular City Council meeting.

CONSENT CALENDAR (CONTINUED)

- 7.b. Adopted Resolution No. 24-113, authorizing payment of City expenditures for the period of December 13, 2023, through January 9, 2024, totaling \$1,661,972.96.
- 7.c. Authorized staff to solicit Request for Proposals (RFP) from qualified firms to prepare sewer rate study.
- 7.d. Heard after public comment.
- 7.e. Adopted 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 authorized the City Manager to execute agreement.
- 7.f. Adopted Resolution No. 24-119, approving Amendment No.1 to 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 and Authorized City Manager or designee to execute contract.
- 7.g. Adopted Resolution No. 24-120, awarding a Professional Services Agreement to ONYX Architects for Architectural Design Services for South El Monte City Hall Restrooms Rehabilitation in the amount of \$73,030 and authorized City Manager or designee to negotiate and execute agreement.
- 7.h. Authorized staff to advertise Notice Inviting Bids (NIB) 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

Mayor Olmos announced the item.

Motion by Mayor Pro Tem Angel, seconded by Councilmember Acosta to appoint Councilmember Bojorquez as Mayor Pro Tem for a one-year term. Motion passed 4-0-1, by the following vote:

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

NAYS: Councilmember(s): None

ABSTAINED: Councilmember(s): Delgado

At 7:18 p.m. Delgado reentered the council chambers.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta announced he attended the Christmas Wish Toy Giveaway, participated in the Santa Float, Christmas Senior Luncheon and Senior New Year's luncheon.

Mayor Pro Tem Bojorquez announced he attended the Valle Lindo School District Board of Education meeting, participated in the Santa Float, Christmas Senior Luncheon, the Community Services Commission meeting for a Meet and Greet, and asked for prayers for his neighbor Pete Negrete who was involved in a vehicle accident.

Councilmember Delgado, nothing to report.

Councilmember Angel announced he attended the Christmas Senior Luncheon, Senior New Year's luncheon, Christmas Wish Toy Giveaway, and participated in the Santa Float.

Mayor Olmos announced she attended both Christmas Senior Luncheon and Senior New Year's luncheon, Christmas Wish Toy Giveaway, participated in the Santa Float, Event hosted by Valle Lindo School District, announced SEAACA adopting big breeds, and tours provided by the Sanitation District.

11. CORRESPONDENCE

11.a. and 11.b. heard after public comment.

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.

Mayor Olmos discussed her item stating during the Santa Float she noticed lights out and directed staff to either repair them or contact Edison to repair them

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

RECOMMENDATION: Discussion and/or action.

Mayor Olmos noted that the Jets provided a letter requesting a \$500 donation.

Motion next page.

12.a. MAYOR GLORIA OLMOS (CONTINUED)

Motion by Councilmember Delgado, seconded by Councilmember Angel to approve a \$500 donation to the South El Monte/El Monte Jets. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None

13. CLOSED SESSION – None.

14. ADJOURNMENT

There being no further business coming before this body, at 7:31 p.m. Mayor Olmos adjourned the meeting in memory of David Pinedo and mother of Community Services Commissioner Gerardo Diaz. Councilmember Delgado added in memory of Mrs. Nunez, longtime resident of South El Monte and mother of Deputy Nunez to a Regular City Council Meeting on Tuesday, January 23, 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: February 13, 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. 24-121, APPROVING WARRANTS FOR THE PERIOD OF JANUARY 10, 2024, THROUGH FEBRUARY 13, 2024

SUMMARY: Authorizing payment of City expenditures for the period of January 10, 2024, through February 13, 2024, totaling \$1,796,277.21.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 24-121, authorizing payment of City expenditures.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 24-121
- B. 02.13.24 WARRANT REGISTER

ATTACHMENT A

RESOLUTION NO. 24-121

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD OF JANUARY 10, 2024, THROUGH FEBRUARY 13, 2024, TOTALING \$1,796,277.21.

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	01/10/24-02/13/24	DFT0001380-1396	\$56,434.47
FY 23/24	Regular Warrants	01/10/24-02/13/24	13538-13724	\$1,287,160.72
Payroll	Check	PPE 01/06/24	1696-1703	\$5,936.36
Payroll	Direct Deposit	PPE 01/06/24	5684-5785	\$140,820.86
Payroll	Check	PPE 01/20/24	1704-1712	\$6,643.91
Payroll	Direct Deposit	PPE 01/20/24	5786-5891	\$139,750.38
Payroll	Check	PPE 02/03/24	1713-1719	\$4,968.35
Payroll	Direct Deposit	PPE 02/03/24	5892-6003	\$154,562.16

TOTAL EXPENDITURES RESOLUTION NO. 24-121 \$ 1,796,277.21

PASSED, APPROVED, AND ADOPTED this 13th day of February 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. 24-121, 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 13th day of February 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 02/13/24

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0100.1040.5922	BEAT THE STREETS LOS ANGELES	13538	01/04/2024	SPONSORSHIP DONATION/ BEAT THE STREETS	5,000.00
01.0170.1480.5215	SAN GABRIEL VALLEY COUNCIL OF GOVTS	13539	01/04/2024	REGIONAL FOOD RECOVERY/ WASTE MGMT	75,038.00
01.0151.1542.5952	UNEED QURESHI	13540	01/04/2024	11/18/23 THANKSGIVING BOXING SHOW/ MEDICAL SCREEN	350.00
01.0100.1010.5910	GLORIA OLMOS	13541	01/11/2024	Per Diem- Leage of CA Cities 1/23/24-1/26/2024	448.00
01.0100.1010.5910	MANUEL ACOSTA	13542	01/11/2024	Per Diem- Leage of CA Cities 1/23/24-1/26/2024	448.00
01.0100.1010.5910	RICHARD ANGEL	13543	01/11/2024	Per Diem- Leage of CA Cities 1/23/24-1/26/2024	448.00
01.0100.1010.5910	RUDY BOJORQUEZ	13544	01/11/2024	Per Diem- Leage of CA Cities 1/23/24-1/26/2024	448.00
01.0000.0000.4554	MERISA GONZALEZ	13545	01/22/2024	6/24/23 MVD DEPOSIT RFND	50.00
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	13546	01/22/2024	PPE 1/6/24	6,120.00
01.0000.0000.2235	NATIONWIDE RETIREMENT SOLUTIONS	13547	01/22/2024	PPE 1/6/24	508.33
01.0000.0000.2225	STANDARD INSURANCE	13548	01/22/2024	FEB'24 LIFE AD&D	5,748.28
01.0000.0000.2224	STANDARD INSURANCE	13549	01/22/2024	FEB'24 LIFE AD&D & SUPPLEMENTAL	400.91
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	13550	01/22/2024	A.R GARNISHMENT PPE 1/6/24	8.15
01.0151.1541.5430	ALLIANT INSURANCE SERVICES	13551	01/24/2024	1/1/24 BBALL CHAMPIONSHIP INSURANCE	329.00
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	13552	01/24/2024	CHRISTMAS SUPP RETURN CREDIT	(16.23)
01.0160.1610.5520	AMAZON CAPITAL SERVICES, INC	13552	01/24/2024	SAFETY SIGN COVER/ CCTR	143.94
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	13552	01/24/2024	SUPPLIES/ COMM DEV	79.99
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	13552	01/24/2024	CORK BOARD & CHAIR MAT	346.17
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	13552	01/24/2024	LUNAR YEAR DECORATIONS	154.03
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	13552	01/24/2024	HARD HATS RETURN CREDIT	(90.73)
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	13552	01/24/2024	LUNAR YEAR DOCORATIONS	196.34
44.0800.8010.5406	AMAZON CAPITAL SERVICES, INC	13552	01/24/2024	HEATER	72.54
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	13552	01/24/2024	PRGM SUPP/ BABY LAB	17.17
01.0160.1610.5520	AMAZON CAPITAL SERVICES, INC	13552	01/24/2024	CLOCK & SAFETY GUARD/ CCTR	124.16
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	13552	01/24/2024	PAPER SHREDDER	65.48
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	13552	01/24/2024	AFTER SCHOOL & BABY LAB PRGM SUPP	750.16
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	13552	01/24/2024	OFFICE SUPPLIES	81.51
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	13552	01/24/2024	SUPPLIES & DECORATIONS/ CHRISTMAS	100.00
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	13552	01/24/2024	SUPPLIES CREDIT RETURN	(77.16)
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	13552	01/24/2024	SUPPLIES RETURN CREDIT	(77.16)
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	13552	01/24/2024	CORK BOARD & LABELS	77.12
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	13552	01/24/2024	CALENDARS	22.02
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	13552	01/24/2024	JANUARY CRAFT SUPP	63.09
01.0150.1540.5406	AMAZON CAPITAL SERVICES, INC	13552	01/24/2024	2024 PLANNERS & CALENDARS	68.76
01.0151.1541.5215	ANDREW WING	13553	01/24/2024	1/6/24 BBALL OFFICAL SVCS	120.00
01.0170.1020.5956	ARAMARK UNIFORM SERVICES, INC	13554	01/24/2024	INDUSTRIAL WORK PANTS / YARD	276.58
01.0170.1020.5956	ARAMARK UNIFORM SERVICES, INC	13554	01/24/2024	PW UNIFORMS	211.50
01.0170.1020.5956	ARAMARK UNIFORM SERVICES, INC	13554	01/24/2024	PW STAFF UNIFORMS	251.37
01.0170.1020.5956	ARAMARK UNIFORM SERVICES, INC	13554	01/24/2024	STAFF UNIFORMS	140.01
01.0170.1020.5956	ARAMARK UNIFORM SERVICES, INC	13554	01/24/2024	PW UNIFORMS	126.79
01.0170.1710.5520	BASE HILL, INC.	13555	01/24/2024	AUG'23 SPECIAL EVENT CLEAN UP/ CHALL	300.00
01.0170.1020.5515	BASE HILL, INC.	13555	01/24/2024	CLEANING SVCS / SCTR	855.00
01.0151.1546.5406	BROTHERS AWARDS & TROPHIES	13556	01/24/2024	TOY DRIVE/ RECOGNITION PLAQUES	137.50
01.0150.1510.5406	BROTHERS AWARDS & TROPHIES	13556	01/24/2024	PLAQUES 2023/ HOLIDAY DECORATING CONTEST	154.00
01.0130.1330.6020	CALIFORNIA COMMUNICATION	13557	01/24/2024	12/1-1/1/24 WIRELESS BRIDGE MVD/YRD/PSO/NTP	680.00

01.0151.1541.5215	CARLOS MAGANA	13558	01/24/2024	1/13/23 BBALL OFFICIAL SVCS	120.00
01.0120.1210.5910	CITY CLERKS ASSOC. OF CA	13559	01/24/2024	2024 CCAC ANUAL CONFERENCE	595.00
01.0170.1750.5520	CITY OF EL MONTE-FINANCE DEPT.	13560	01/24/2024	OCT'23 CNG FUEL #28	46.15
01.0100.1050.5936	CONCENTRA	13561	01/24/2024	DEC'23 NEW HIRE PHYSICALS	632.00
01.0150.1540.5431	CRISTINA PARDO	13562	01/24/2024	WINTER REC CLASS SUPPLIES REIMB	165.00
01.0000.0000.4554	CYNTHIA ARGUELLES	13563	01/24/2024	1/7/24 MVD COMM ROOM DEP RFND	50.00
01.0170.1750.5520	DAKOTA BACKFLOW CO.	13564	01/24/2024	10/19/23 BACKFLOW TESTING	805.00
01.0150.1510.5204	DAVID MAI	13565	01/24/2024	JAN'24 COMM SVCS COMMISSION MTG	100.00
01.0130.1310.5406	DELUXE CORPORATION	13566	01/24/2024	W-2 AND 1099 FORMS	341.03
01.0100.1050.5934	DEPT. OF JUSTICE-ACCOUNTING OFFICE	13567	01/24/2024	DEC'23 FINGERPRINTS	128.00
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	13568	01/24/2024	WEEKLY MILK/ CI & CII NUTR PRGM	122.99
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	13568	01/24/2024	WEEKLY MILK/ CI & CII NUTR PRGM	13.66
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	13568	01/24/2024	WEEKLY MILK/ CI & CII NUTR PRGM	122.73
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	13568	01/24/2024	WEEKLY MILK/ CI & CII NUTR PRGM	13.63
01.0151.1541.5215	DUANE TAKAYAMA	13569	01/24/2024	1/6/24 BBALL OFFICIAL SVCS	150.00
01.0160.1610.5520	ECOLAB PEST ELIM. DIVISION	13570	01/24/2024	DEC'23 PEST CONTROL/ CCTR	74.02
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	13570	01/24/2024	PEST CONTROL / CHALL	208.00
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	13570	01/24/2024	DEC'23 PEST CONTROL/ SCTR	321.59
01.0140.1440.5406	EL MONTE PRINTING	13571	01/24/2024	BUILDING INSPECTOR SUPPLIES	595.35
02.0170.1760.5520	EWING IRRIGATION	13572	01/24/2024	RD/ST MNTC SANTA ANITA MEDIAN	13.43
01.0160.1650.5520	EWING IRRIGATION	13572	01/24/2024	FERTILIZER/ NTP	33.22
01.0160.1650.5520	EWING IRRIGATION	13572	01/24/2024	IRRIGATION SUPPLIES/ NTP	14,169.85
01.0160.1650.5520	EWING IRRIGATION	13572	01/24/2024	VALVE BOXES / NTP	77.23
01.0160.1650.5520	EWING IRRIGATION	13572	01/24/2024	TURFACE/ NTP	2,179.59
01.0160.1650.5520	EWING IRRIGATION	13572	01/24/2024	BASEBALL FIELD SUPP/ NTP	756.74
01.0160.1650.5520	EWING IRRIGATION	13572	01/24/2024	TURFACE/ NTP	2,179.59
01.0100.1020.5405	FEDEX	13573	01/24/2024	12/22/23 SHIPPING CHARGES	77.64
01.0150.1510.5204	GERARDO DIAZ	13574	01/24/2024	JAN'24 COMM SVCS COMMISSION MTG	100.00
01.0120.1210.5933	GLADWELL GOVERNMENTAL SERVICES, INC	13575	01/24/2024	FY 23-24 RECORD RETENTION	350.00
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	13576	01/24/2024	1/1-1/11/24 MUNI TEMP SVCS/ HR ANALYST	6,037.50
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	13576	01/24/2024	1/2-1/11/24 MUNI TEMP SVCS/ HR DIRECTOR	9,375.00
01.0130.1310.5215	GOVINVEST INC.	13577	01/24/2024	FY23 GASB 75 VALUATION FEE	2,125.00
01.0170.1710.5520	GRAINGER	13578	01/24/2024	MAINT SUPPLIES/ CHALL	258.99
01.0160.1640.5520	GRAINGER	13578	01/24/2024	REGULATOR KIT/ POOL	106.34
01.0170.1720.5520	GRANT'S TRUE VALUE HARDWARE	13579	01/24/2024	CORNER IRON & SHELF BRACKET ST	81.29
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	13579	01/24/2024	WALL PLATE/ CHALL	8.76
01.0170.1720.5520	GRANT'S TRUE VALUE HARDWARE	13579	01/24/2024	SCREWS & BRACKET CITY WIDE	188.77
01.0170.1750.5520	GRANT'S TRUE VALUE HARDWARE	13579	01/24/2024	IRRIGATION SUPPLIES/ NTP	111.17
68.0900.9000.6025	GREENFIELDS OUTDOOR FITNESS INC	13580	01/24/2024	EXERCISE EQUIPMENT/ MDV #252	28,663.87
68.0900.9000.6025	GREENFIELDS OUTDOOR FITNESS INC	13580	01/24/2024	EXERCISE EQUIPMENT/ CIVIC CTR #252	31,427.12
06.0300.3010.5215	HUNTINGTON CULINARY	13581	01/24/2024	12/18-12/22/23 CI & CII NUTR PRGM	4,916.25
06.0300.3020.5215	HUNTINGTON CULINARY	13581	01/24/2024	12/18-12/22/23 CI & CII NUTR PRGM	393.25
06.0300.3010.5215	HUNTINGTON CULINARY	13581	01/24/2024	12/26-12/29/23 CI & CII NUTR PRGM	314.60
06.0300.3020.5215	HUNTINGTON CULINARY	13581	01/24/2024	12/26-12/29/23 CI & CII NUTR PRGM	3,795.00
01.0150.1510.5204	INGRID AGUILAR	13582	01/24/2024	JAN'24 COMM SVCS COMMISSION MTG	100.00
01.0170.1710.5520	INNER-COOL CORP	13583	01/24/2024	CHILLER REPAIR/ CHALL	9,987.76
01.0170.1710.5520	INNER-COOL CORP	13583	01/24/2024	CHILLER REPAIR/ CHALL	2,055.00
01.0150.1510.5204	ISRAEL ALACIO	13584	01/24/2024	JAN'24 COMM SVCS COMMISSION MTG	100.00
02.0170.1760.5540	JCL TRAFFIC SERVICES	13585	01/24/2024	GLASS BEAD/ ASPHALT REPAINTING	1,639.20
02.0170.1760.5540	JCL TRAFFIC SERVICES	13585	01/24/2024	STREET SIGNS/ CITY WIDE	1,326.20
02.0170.1760.5540	JCL TRAFFIC SERVICES	13585	01/24/2024	PAVEMENT MARKER & STOP OVERLAY	389.73
01.0000.0000.4554	JESSICA VACA	13586	01/24/2024	MVD COMM ROOM/ CANCELLATION RFND	50.00
27.0575.5710.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	13587	01/24/2024	OCT'23 BCR PRGM SVCS	142.50
27.0575.5710.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	13587	01/24/2024	SEPT'23 BCR PRGM SVCS	190.00

01.0140.1475.5255	JOHN L. HUNTER AND ASSOCIATES, INC.	13587	01/24/2024	SEPT'23 IW PRGM SVCS	5,171.00
01.0140.1475.5255	JOHN L. HUNTER AND ASSOCIATES, INC.	13587	01/24/2024	OCT'23 IW PRGM SVCS	2,313.00
25.0550.5510.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	13587	01/24/2024	OCT'23 USED OIL RECYCLING	268.50
01.0170.1710.5520	JOHNSTONE SUPPLY	13588	01/24/2024	COND PUMP/ CHALL	81.35
01.0160.1670.5520	JOHNSTONE SUPPLY	13588	01/24/2024	COND PUMP/ MVD	81.35
01.0110.1110.5635	L.A. COUNTY SHERIFF'S DEPT.	13589	01/24/2024	NOV'23 CRIME SUPPRESSION	22,835.16
01.0110.1110.5635	L.A. COUNTY SHERIFF'S DEPT.	13589	01/24/2024	NOV'23 TRAFFIC ENFORCEMENT	1,966.90
01.0110.1110.5633	L.A. COUNTY SHERIFF'S DEPT.	13589	01/24/2024	11/18/23 SPL EVENT/ 5K TURKEY TROUT	3,263.03
01.0150.1540.5956	LAB1419	13590	01/24/2024	STAFF UNIFORMS	644.96
01.0160.1620.5520	LBC LIGHTING	13591	01/24/2024	LIGHT BULBS/ SCTR	231.51
01.0100.1010.5914	LEAGUE OF CALIFORNIA CITIES	13592	01/24/2024	ANNUAL MEMBERSHIP RENEWAL 2024	7,764.00
01.0151.1541.5215	MICHAEL WALKER	13593	01/24/2024	1/13/24 BBALL OFFICIAL SVCS	120.00
01.0151.1541.5215	MICHAEL WALKER	13593	01/24/2024	1/20/24 BBALL OFFICIAL SVCS	120.00
01.0151.1541.5215	MICHAEL WALKER	13593	01/24/2024	1/6/23 BBALL OFFICIAL SVCS	120.00
01.0000.0000.4554	NATANAEL CHAVEZ	13594	01/24/2024	1/14/24 MVD COMM RM DEPOSIT RFND	50.00
01.0140.1440.5273	NATIONWIDE COST RECOVERY SERVICES, LLC.	13595	01/24/2024	NOV'23 FORECLOSURE REGISTRATION	460.00
01.0170.1750.5520	NORMANS NURSERY	13596	01/24/2024	2 PALM TREES/ RUSH	550.00
01.0100.1020.5405	OFFICE DEPOT	13597	01/24/2024	CHALL OFFICE SUPPLIES	513.50
01.0000.0000.4554	OLGA ROBLED0	13598	01/24/2024	1/14/23 MVD COMM RM DAMAGE DEP RFND	50.00
44.0800.8020.5215	PACIFIC COAST SIGHTSEEING TOURS & CHARTERS INC	13599	01/24/2024	12/27/23 COMM SVCS EXCURSION	1,356.25
01.0170.1720.5520	PACIFIC PRODUCTS AND SERVICES LLC	13600	01/24/2024	GENERAL MTNC EQUIP/ YARD	727.93
01.0151.1546.5210	PARTY PRONTO	13601	01/24/2024	CHRISTMAS WISH ENTERTAINMENT SVCS	2,393.00
01.0000.0000.4554	PATRICK GUERRERO	13602	01/24/2024	12/22/23 MVD COMM RM/ DEPOSIT RFND	50.00
01.0160.1610.5520	POST ALARM SYSTEMS	13603	01/24/2024	JAN'24 ALARM SVCS/ CCTR	49.86
01.0160.1620.5520	POST ALARM SYSTEMS	13603	01/24/2024	JAN'24 ALARM SVCS/ SCTR	49.86
01.0160.1630.5520	POST ALARM SYSTEMS	13603	01/24/2024	JAN'24 ALARM SVCS/ MCTR	49.86
01.0160.1640.5520	POST ALARM SYSTEMS	13603	01/24/2024	11/1-11/30 ALARM POOL	49.86
01.0160.1650.5520	POST ALARM SYSTEMS	13603	01/24/2024	JAN'24 ALARM SVCS/ NTP	103.76
01.0160.1670.5520	POST ALARM SYSTEMS	13603	01/24/2024	JAN'24 ALARM SVCS/ MVD	103.76
01.0170.1710.5520	POST ALARM SYSTEMS	13603	01/24/2024	11/1-11/30 ALARM CHALL	133.10
01.0170.1720.5520	POST ALARM SYSTEMS	13603	01/24/2024	JAN'24 ALARM SVCS/ YARD	138.60
01.0170.1710.5520	POST ALARM SYSTEMS	13603	01/24/2024	11/27-1/31/24 PSO MANAGED ACCESS	38.40
01.0170.1710.5520	POST ALARM SYSTEMS	13603	01/24/2024	12/1/23-1/31/24 ADC MANAGED ACCESS	54.00
01.0170.1710.5520	POST ALARM SYSTEMS	13603	01/24/2024	KEY ACCESS SYSTEM INSTALLATION	3,003.25
01.0170.1710.5520	POST ALARM SYSTEMS	13603	01/24/2024	ACCESS CARDS/ PUBLIC SFTY CTR	318.93
01.0170.1740.5435	PREMIER JANITORIAL SERVICES	13604	01/24/2024	DISINFECTANT CLEANER	413.44
01.0170.1740.5435	PREMIER JANITORIAL SERVICES	13604	01/24/2024	DISINFECTANT CLEANER	248.06
01.0170.1740.5435	PREMIER JANITORIAL SERVICES	13604	01/24/2024	TOILET TISSUE	959.18
01.0170.1020.5956	RAY SAUCEDO	13605	01/24/2024	BOOT ALLOWANCE 2023	200.00
01.0000.0000.4554	RAY SAUCEDO	13605	01/24/2024	1/13/24 MVD COMM RM DEPOSIT RFND	50.00
44.0800.8010.5982	REGIONAL TAP SERVICE CENTER	13606	01/24/2024	DEC'23 BUS PASSES	80.64
01.0151.1541.5215	ROMAN GALLARDO JR.	13607	01/24/2024	1/6/24 BBALL OFFICIAL SVCS	150.00
01.0100.1050.5934	ROXANA TADEO	13608	01/24/2024	DEC'23 LIVSCAN SVCS	100.00
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	13609	01/24/2024	12/7/23 PUBLISH NOTICE/ ORD 1270	206.29
01.0160.1650.5520	SMARDAN SUPPLY	13610	01/24/2024	SLOAN DIAPHRAGM KIT/ NTP	102.33
01.0140.1100.5215	SUPERIOR COURT OF CA, COUNTY OF LA	13611	01/24/2024	JULY'23 CITATION REVENUE	5,480.50
01.0140.1100.5215	SUPERIOR COURT OF CA, COUNTY OF LA	13611	01/24/2024	AUG'23 CITATION REVENUE	5,320.00
01.0140.1100.5215	SUPERIOR COURT OF CA, COUNTY OF LA	13611	01/24/2024	SEPT'23 CITATION REVENUE	4,152.00
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	13612	01/24/2024	MEAL PURCHASE/ CI & CII NUTR PRGM	107.33
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	13612	01/24/2024	MEAL PURCHASE/ CI & CII NUTR PRGM	11.92
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	13612	01/24/2024	FIBER BREAD/ CI & CII NUTR PRGM	63.23
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	13612	01/24/2024	FIBER BREAD/ CI & CII NUTR PRGM	7.02
01.0100.1040.5921	THE SAUCE CREATIVE SERVICES CORP.	13613	01/24/2024	JAN'24 NEWSLETTER	6,299.41
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13614	01/24/2024	SEPT'23 PJT MGMT	1,417.50

01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13614	01/24/2024	OCT'23 ENGINEER SVCS	14,130.00
01.0140.1440.5215	TRANSTECH ENGINEERING, INC.	13614	01/24/2024	OCT'23 PLAN CHECK SVCS	764.40
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13614	01/24/2024	OCT'23 PJT MGMT #295	4,305.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13614	01/24/2024	OCT'23 ENGINEER SVCS	135.00
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	13614	01/24/2024	OCT'23 ENGINEER SVCS	125.00
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	13614	01/24/2024	OCT'23 ENGINEER SVCS	67.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13614	01/24/2024	OCT'23 ENGINEER SVCS 0296	162.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13614	01/24/2024	OCT'23 PJT MGMT #110	3,642.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13614	01/24/2024	OCT'23 PJT MGMT	2,295.00
68.0900.9000.6025	TRANSTECH ENGINEERING, INC.	13614	01/24/2024	OCT'23 PJT MGMT #252	2,295.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13614	01/24/2024	OCT'23 ENGINEER SVCS	340.00
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	13614	01/24/2024	OCT'23 ENGINEER SVCS	375.00
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	13614	01/24/2024	OCT'23 ENGINEER SVCS	375.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13614	01/24/2024	OCT'23 ENGINEER SVCS	375.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13614	01/24/2024	OCT'23 ENGINEER SVCS	625.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13614	01/24/2024	OCT'23 ENGINEER SVCS	1,593.75
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13614	01/24/2024	OCT'23 PJT MGMT	2,150.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13614	01/24/2024	OCT'23 TRAFFIC ENG SVCS	1,750.00
01.0150.1530.5952	WINNER INTERNATIONAL INC.	13615	01/24/2024	NEW YEAR LUNCHEON SUPPLIES	17.64
01.0150.1530.5952	WINNER INTERNATIONAL INC.	13615	01/24/2024	VALENTINE DECORATIONS	61.74
01.0130.1330.5950	XEROX CORPORATION	13616	01/24/2024	12/30/23-1/29/24 COPIER LEASE	1,547.99
01.0100.1050.5938	ADAM APODACA	13618	01/25/2024	EDUCATION REIMB.	585.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	13619	01/30/2024	JAN'24 ADMIN	1,428.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	13619	01/30/2024	JAN'24 MISC	600.00
01.0000.0000.2235	NATIONWIDE RETIREMENT SOLUTIONS	13620	01/30/2024	PPE 1/20/24	508.33
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	13621	01/30/2024	PPE 1/20/24	6,145.00
01.0100.1020.5910	RENE SALAS	13622	01/30/2024	2/7-2/9/24 CITY MANAGERS CONF/ PER DIEM	336.00
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	13623	01/30/2024	A.R GARNISHMENT PPE 1/20/24	8.15
01.0000.0000.2240	VONS CREDIT UNION	13624	01/30/2024	JAN'24	97.50
01.0100.1040.5922	EL MONTE/SOUTH EL MONTE JETS	13625	02/01/2024	JETS FOOTBALL SPONSORSHIP	500.00
01.0100.1040.5922	EL MONTE PRINTING	13626	02/06/2024	CERTIFICATES/ COMMUNITY PROMOTION	2,094.75
01.0170.1710.5520	2010 OFFICE FURNITURE, INC	13627	02/07/2024	DESK & BOX FILE DRAWERS/ CHALL	2,210.37
01.0170.1710.5520	2010 OFFICE FURNITURE, INC	13627	02/07/2024	FURNITURE/ CITY HALL	1,026.52
01.0170.1710.5520	A & R SAFE & LOCK CORP.	13628	02/07/2024	LOCKS & KEYS / CHALL	347.12
01.0170.1710.5520	ACTION SALES	13629	02/07/2024	ICE MAKER/ CHALL	2,343.05
01.0160.1670.5520	ACTION SALES	13629	02/07/2024	ICE MAKER/ MVD	5,413.29
01.0170.1710.5520	AITAL CUSTOM GLASS & MIRROR INC	13630	02/07/2024	WINDOW REPLACEMENT/ CHALL	575.00
01.0150.1515.5204	ALEJANDRO MIRAMONTES DE ANDA	13631	02/07/2024	JAN'24 PC MEETING	100.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13632	02/07/2024	NOV-DEC'23 GENERAL	7,854.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13632	02/07/2024	DEC'23 SPECIAL PJTS	570.80
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13632	02/07/2024	NOV-DEC'23 LITIGATION	2,793.80
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13632	02/07/2024	NOV-DEC'23 PERSONNEL	12,751.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13632	02/07/2024	NOV-DEC'23 PLANNING	856.83
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13632	02/07/2024	NOV-DEC'23 P.W- ENGINEERING	554.80
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13632	02/07/2024	DEC'23 FINANCE	2,096.60
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13632	02/07/2024	NOV-DEC'23 CODE ENFORCEMENT	260.70
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13632	02/07/2024	NOV-DEC'23 ADDITIONAL SVCS	1,022.60
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	13632	02/07/2024	NOV-DEC'23 ADDITIONAL SVCS	428.18
01.0150.1505.5204	ALICE JEAN STRONG	13633	02/07/2024	JAN'24 WOMEN & GIRLS COMM MTG	100.00
01.0170.1720.5520	AM CONSTRUCTION SUPPLY, INC.	13634	02/07/2024	CORE BITS/ YARD	540.20
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	13635	02/07/2024	SUPPLIES/ PW	27.51
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	13635	02/07/2024	LUNCHEON DECORATIONS	303.46
01.0170.1720.5520	AMAZON CAPITAL SERVICES, INC	13635	02/07/2024	RAMPS/ YARD	504.87
01.0170.1720.5520	AMAZON CAPITAL SERVICES, INC	13635	02/07/2024	HARNES & ENGRAVER/ YARD	205.88

01.0140.7020.5406	AMAZON CAPITAL SERVICES, INC	13635	02/07/2024	ERGONOMIC SUPPLIES	77.16
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	13635	02/07/2024	BIRTHDAY DECORATIONS	52.06
01.0170.1720.5520	AMAZON CAPITAL SERVICES, INC	13635	02/07/2024	CLEANING CLOTHS/ YARD	110.24
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	13635	02/07/2024	OFFICE SUPPLIES	53.37
01.0160.1610.5520	AMAZON CAPITAL SERVICES, INC	13635	02/07/2024	BATTERIES/ CCTR	59.32
01.0140.1440.5406	AMAZON CAPITAL SERVICES, INC	13635	02/07/2024	LAPTOP CHARGER/ CITY INSPECTOR	28.10
01.0150.1540.5406	AMAZON CAPITAL SERVICES, INC	13635	02/07/2024	OFFICE SUPPLIES	148.10
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	13635	02/07/2024	PUZZLE TABLE	55.11
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	13635	02/07/2024	PHOTO BACKDROPS/ RETURN CREDIT	(52.90)
06.0300.3010.5430	AMAZON CAPITAL SERVICES, INC	13635	02/07/2024	NAPKINS/ NUTR PRGM	87.96
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	13635	02/07/2024	AFTER SCHOOL & BABY LAB SUPP	398.08
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	13635	02/07/2024	CHINESE NEW YEAR LUNCHEON SUPP	29.96
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	13635	02/07/2024	PLANNING DEPT/ SUPPLIES	79.38
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	13635	02/07/2024	BOARD GAMES/ SOCIAL ACTIVITY	179.66
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	13635	02/07/2024	LUNAR YEAR DECORATIONS	59.48
01.0170.1020.5908	AMAZON CAPITAL SERVICES, INC	13635	02/07/2024	TRAINING SUPPLIES	35.36
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	13635	02/07/2024	CORK BOARD/ RETURN CREDIT	(200.78)
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	13635	02/07/2024	CALENDAR/ RETURN CREDIT	(20.11)
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	13635	02/07/2024	RAIN GEAR / YARD	639.60
01.0151.1541.5215	ANDREW WING	13636	02/07/2024	2/1/24 BBALL OFFICIAL SVCS	90.00
01.0170.1020.5956	ARAMARK UNIFORM SERVICES, INC	13637	02/07/2024	CLOTHING RETURN CREDIT	(211.50)
01.0170.1020.5956	ARAMARK UNIFORM SERVICES, INC	13637	02/07/2024	HEAVY DUTY WORK SHIRTS/ YARD	407.75
01.0000.0000.4250	ARCHI ONE GROUP INC	13638	02/07/2024	RES-DEM-23-054/ DUPLICATE PAYMENT RFND	89.00
01.0000.0000.4250	ARCHI ONE GROUP INC	13638	02/07/2024	RES-DEM-23-053/ DUPLICATE PAYMENT REFUND	89.00
01.0170.1770.5525	AUTOZONE	13639	02/07/2024	#3 FRONT WHEEL BEARINGS	826.86
01.0170.1770.5525	AUTOZONE	13639	02/07/2024	#16 WIPER BLADES REPLACEMENT	61.14
01.0170.1770.5525	AUTOZONE	13639	02/07/2024	CAT CONVERTER EVENT EQUIPMENT	966.10
01.0170.1770.5525	AUTOZONE	13639	02/07/2024	#3 FUSE REPLACEMENT/ CAB DONE LIGHT	16.22
01.0170.1770.5525	AUTOZONE	13639	02/07/2024	VEHICLE CLEANING SUPPLIES	68.65
01.0151.1541.5215	BENJAMIN G. VAROS	13640	02/07/2024	1/30/24 BBALL OFFICIAL SVCS	90.00
01.0140.1430.5215	BLACK KNIGHT DATA & ANALYTICS, LLC	13641	02/07/2024	1/8-2/7/24 MONTHLY SUBSCRIPTION	150.00
01.0150.1515.5204	BLANCA M. FIGUEROA	13642	02/07/2024	JAN'24 PC MEETING	100.00
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	13643	02/07/2024	DEC'23 BLDG OFFICIAL SVCS	930.00
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	13643	02/07/2024	DEC'23 BUSINESS LICENSE INSPECTION SVCS	880.00
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	13643	02/07/2024	DEC'23 BLDG DEPT/ PERMIT TECH SVCS	2,775.00
01.0000.0000.4252	CALIFORNIA BUILDING STANDARD COMMIS	13644	02/07/2024	2023 SB 1473 PERMIT FEE	354.60
01.0151.1542.5956	CALIFORNIA DESIGNS	13645	02/07/2024	BOXING STAFF SHIRTS	657.80
01.0151.1541.5215	CARLOS MAGANA	13646	02/07/2024	1/20/24 BBALL OFFICIAL SVCS	120.00
01.0151.1541.5215	CARLOS MAGANA	13646	02/07/2024	1/31/24 BBALL OFFICIAL SVCS	90.00
01.0170.1770.5525	CART MART INC	13647	02/07/2024	F-1 BATTERY REPLACEMENT	1,420.40
01.0170.1770.5525	CART MART INC	13647	02/07/2024	F-1 VEHICLE REPAIR PARTS	284.13
01.0000.0000.4508	CHRISTINA NUNEZ	13648	02/07/2024	WINTER CAMP WK 3 REFUND	44.00
01.0170.1750.5520	CITY OF EL MONTE-FINANCE DEPT.	13649	02/07/2024	NOV'23 CNG FUEL #28	87.69
01.0170.1770.5525	CITY OF EL MONTE-FINANCE DEPT.	13649	02/07/2024	DEC'23 CNG FUEL #28	42.57
01.0100.1050.5936	CONCENTRA	13650	02/07/2024	JAN'24 NEW HIRE PHYSICALS	245.00
01.0100.1050.5936	CONCENTRA	13650	02/07/2024	JAN'24 NEW HIRE PHYSICALS	245.00
68.0900.9000.5968	CR ASSOCIATES, INC.	13651	02/07/2024	JULY-NOV'23 PJT MGMT #140	5,070.45
01.0000.0000.4514	CRYSTAL CAMPOS	13652	02/07/2024	TBALL/ REFUND	60.00
01.0151.1541.5215	DUANE TAKAYAMA	13653	02/07/2024	1/24/24 BBALL OFFICIAL SVCS	120.00
01.0151.1541.5215	DUANE TAKAYAMA	13653	02/07/2024	1/30/24 BBALL OFFICIAL SVCS	90.00
01.0151.1541.5215	DUANE TAKAYAMA	13653	02/07/2024	2/3/24 BBALL OFFICIAL SVCS	150.00
01.0140.1430.5215	DUDEK	13654	02/07/2024	11/25-12/29/23 HOUSING ELEMENT CONSULTING SVCS	3,800.50
01.0170.1750.5520	EWING IRRIGATION	13655	02/07/2024	IRR REPAIRS/ YARD STOCK	106.93
01.0160.1660.5520	EWING IRRIGATION	13655	02/07/2024	IRRIG SUPPLIES SHIVLEY	7.01

01.0160.1660.5520	EWING IRRIGATION	13655	02/07/2024	STEEL COUPLING/ SHIVELY	263.13
01.0160.1610.5520	EWING IRRIGATION	13655	02/07/2024	CCTR PARKING PJT/ CCTR	57.88
01.0160.1650.5520	EWING IRRIGATION	13655	02/07/2024	PIPE & WIRES / NTP SENIOR FIELD	301.89
01.0170.1710.5520	EWING IRRIGATION	13655	02/07/2024	POTING SOIL/ CHALL	59.28
01.0000.0000.4554	GLORIA BARRAGAN	13656	02/07/2024	1/20/24 COMM RM DEPOSIT RFND	50.00
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	13657	02/07/2024	1/15-1/25/24 MUNI TEMP SVCS/ HR ANALYST	6,000.00
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	13657	02/07/2024	1/16-1/25/24 MUNI TEMP SVCS/ HR DIRECTOR	8,750.00
01.0160.1610.5520	GRAINGER	13658	02/07/2024	CEILING TILE/ CCTR	132.37
01.0170.1710.5520	GRAINGER	13658	02/07/2024	SINK FAUCET/ CHALL	200.72
01.0170.1710.5520	GRAINGER	13658	02/07/2024	PROPELLERS/ CHALL	43.51
01.0170.1750.5520	GRANT'S TRUE VALUE HARDWARE	13659	02/07/2024	PALM TREES/ SANTA ANITA	153.40
01.0170.1720.5520	GRANT'S TRUE VALUE HARDWARE	13659	02/07/2024	PAINT SUPP/ YARD	35.81
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	13659	02/07/2024	SAFETY SNAPS/ CCTR	314.49
02.0170.1760.5962	GRANT'S TRUE VALUE HARDWARE	13659	02/07/2024	CRIMP BRUSH/ STRT	13.18
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	13659	02/07/2024	CHAIR REPAIR SUPP/ CCTR	31.31
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	13659	02/07/2024	CHRISTMAS SUPP/ CHALL	16.61
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	13659	02/07/2024	TRIAZICIDE/ CHALL	35.18
01.0170.1720.5520	GRANT'S TRUE VALUE HARDWARE	13659	02/07/2024	ICE MAKER SUPP/ YARD	27.48
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	13659	02/07/2024	WATER DISPENSER SUPP/ CHALL	107.67
01.0160.1670.5520	GRANT'S TRUE VALUE HARDWARE	13659	02/07/2024	SINK ADAPTERS & PIPES/ MVD	20.32
01.0160.1660.5520	GRANT'S TRUE VALUE HARDWARE	13659	02/07/2024	HOLE STRAP-CABLE/ SHIVELY	10.86
01.0160.1670.5520	GRANT'S TRUE VALUE HARDWARE	13659	02/07/2024	ANCHORS & CONCRETE DRILL BIT/ MVD	56.08
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	13659	02/07/2024	HDMI CABLES & BATTERIES/ CHALL	42.88
01.0170.1770.5525	HACKER EQUIPMENT CO., INC.	13660	02/07/2024	TRACTOR REPAIR SUPPLIES	592.61
01.0130.1310.5903	HDL COREN & CONE	13661	02/07/2024	JAN-MAR'24 PROPERTY TAX	2,175.00
06.0300.3010.5215	HUNTINGTON CULINARY	13662	02/07/2024	1/18-1/12/24 CI & CII NUTR PRGM	3,881.25
06.0300.3020.5215	HUNTINGTON CULINARY	13662	02/07/2024	1/18-1/12/24 CI & CII NUTR PRGM	314.60
06.0300.3010.5215	HUNTINGTON CULINARY	13662	02/07/2024	1/15-1/19/24 CI & CII NUTR PRGM	3,421.25
06.0300.3020.5215	HUNTINGTON CULINARY	13662	02/07/2024	1/15-1/19/24 CI & CII NUTR PRGM	242.00
06.0300.3010.5215	HUNTINGTON CULINARY	13662	02/07/2024	1/22-1/26/24 CI & CII NUTR PRGM	4,140.00
06.0300.3020.5215	HUNTINGTON CULINARY	13662	02/07/2024	1/22-1/26/24 CI & CII NUTR PRGM	326.70
01.0170.1770.5525	HYDRAULICS & GASKETS	13663	02/07/2024	VEHICLE REPAIR SUPPLIES	391.60
01.0170.1770.5525	INDUSTRIAL CLEANING SYSTEMS, INC.	13664	02/07/2024	#2 LEAKY HOSE REPLACEMENT	163.70
01.0160.1670.5520	INDUSTRIAL PIPE & STEEL	13665	02/07/2024	METAL TREE GRID/ MVD	1,653.75
01.0160.1670.5520	INNOVATIVE PLAYGROUNDS COMPANY, INC	13666	02/07/2024	PLAYGROUND SWING / MVD	3,552.98
01.0151.1541.5215	JATHSON RUIZ	13667	02/07/2024	1/27/24 BBALL OFFICIAL SVCS	150.00
01.0170.1720.5520	JCL TRAFFIC SERVICES	13668	02/07/2024	NYLON WASHERS / STRT	339.57
02.0170.1760.5540	JCL TRAFFIC SERVICES	13668	02/07/2024	STREET SIGNS	1,524.21
01.0160.1650.5520	JHM SUPPLY	13669	02/07/2024	IRRIG REPAIRS/ NTP	161.78
01.0000.0000.4250	JINJIAO XU	13670	02/07/2024	RES-DEM-23-053/ DUPLICATE PAYMENT RFND	250.00
01.0000.0000.4250	JINJIAO XU	13670	02/07/2024	RES-DEM-23-054 DUPLICATE PAYMENT RFND	250.00
70.0900.9020.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	13671	02/07/2024	SEPT'23 NDPES PRGM SVCS	6,808.50
70.0900.9020.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	13671	02/07/2024	OCT'23 NDPES PRGM SVCS	10,783.98
01.0151.1541.5215	JOSEPH B. CAIN	13672	02/07/2024	2/3/24 BBALL OFFICIAL SVCS	120.00
40.0900.9000.5968	KIMLEY-HORN AND ASSOCIATES, INC.	13673	02/07/2024	NOV'23 HSIP CYCLE 10 PJT MGMT #296	2,615.16
40.0900.9000.5968	KIMLEY-HORN AND ASSOCIATES, INC.	13673	02/07/2024	NOV'23 PJT MGMT #295	3,627.47
01.0170.1475.5215	L.A. COUNTY DEPT OF PUBLIC WORKS	13674	02/07/2024	FY 23-24 MONITORING PRGM IMPLEMENTATION	2,631.20
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	13675	02/07/2024	DEC'23 LAW ENFORCEMENT SVCS	332,863.76
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	13675	02/07/2024	DEC'23 SPL ASSISGN DEPUTY	108,072.64
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	13675	02/07/2024	DEC'23 B/W PATROL FORD EXPLR	17,640.16
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	13675	02/07/2024	DEC'23 GRANT SPL ASSIGN DEPUTY	18,883.78
01.0110.1110.5610	L.A. COUNTY SHERIFF'S DEPT.	13675	02/07/2024	DEC'23 LIABILITY INSURANCE	55,178.42
01.0160.1650.5520	LBC LIGHTING	13676	02/07/2024	LIGHT BULBS/ NTP	8.71
01.0150.1505.5204	LINDA ANN CORNEJO	13677	02/07/2024	JAN'24 WOMEN & GIRLS COMM MTG	100.00

01.0150.1505.5406	MAKE IT LA LLC	13678	02/07/2024	WOMEN'S COMM- POLOS/ JACKETS	411.00
01.0150.1510.5406	MAKE IT LA LLC	13678	02/07/2024	COMM SVCS COMM-POLOS/JACKETS	416.50
01.0150.1515.5406	MAKE IT LA LLC	13678	02/07/2024	PATRIOTIC COMM-POLOS/JACKETS	416.50
01.0150.1540.5956	MAKE IT LA LLC	13678	02/07/2024	COMM SVCS/ JACKETS	118.00
01.0151.1543.5952	MAKE IT LA LLC	13678	02/07/2024	COMMUNITY BIKE RIDE SHIRTS	2,227.00
01.0151.1541.5215	MICHAEL WALKER	13679	02/07/2024	1/27/24 BBALL OFFICIAL SVCS	120.00
01.0151.1541.5215	MICHAEL WALKER	13679	02/07/2024	2/3/24 BBALL OFFICIAL SVCS	120.00
01.0170.1020.5956	MIGUEL BUGARIN RIVERA	13680	02/07/2024	BOOT ALLOWANCE REIMB 2023	200.00
01.0150.1505.5204	MIRNA IVETTE SANCHEZ	13681	02/07/2024	JAN'24 WOMEN & GIRLS COMM MTG	100.00
02.0170.1760.5540	MISSION FENCE & PATIO BUILDERS	13682	02/07/2024	PIPES-2327 ROSEMEAD / ST MTNC	197.10
01.0130.1330.5215	MODERN IT, INC	13683	02/07/2024	MERAKI FIREWALL ADDITIONAL SVCS	21,813.58
01.0130.1330.5215	MODERN IT, INC	13683	02/07/2024	JAN'24 MANAGED SVCS	13,530.00
01.0130.1330.5215	MODERN IT, INC	13683	02/07/2024	JAN'24 CLOUD SVCS	750.00
01.0130.1330.5215	MODERN IT, INC	13683	02/07/2024	JAN'24 OFFICE 365	4,614.76
01.0130.1330.5215	MODERN IT, INC	13683	02/07/2024	FEB'24 MANAGED SVCS	13,530.00
01.0130.1330.5215	MODERN IT, INC	13683	02/07/2024	FEB'24 CLOUD SVCS	750.00
01.0130.1330.5215	MODERN IT, INC	13683	02/07/2024	FEB'24 OFFICE 365	4,728.76
01.0170.1770.5525	MODERN TRAILER SUPPLY CO.	13684	02/07/2024	#2 TOWING CHAINS INSTALLATION	107.70
01.0000.0000.4554	MONICA DELGADO	13685	02/07/2024	1/27/24 MVD COMM RM DEPOSIT RFND	50.00
01.0150.1515.5204	NAOMI LOPEZ	13686	02/07/2024	JAN'24 PC MEETING	100.00
44.0800.8010.5406	OFFICE DEPOT	13687	02/07/2024	TRANSPORTATION SUPPLIES	102.86
01.0150.1530.5406	OFFICE DEPOT	13687	02/07/2024	YEARLY CALENDARS	27.55
01.0150.1530.5406	OFFICE DEPOT	13687	02/07/2024	OFFICE SUPPLIES	28.55
02.0170.1760.5540	PACIFIC PRODUCTS AND SERVICES LLC	13688	02/07/2024	TELESPAR ANCHORS / ST/RD MTNC	1,905.95
02.0170.1760.5962	PACIFIC PRODUCTS AND SERVICES LLC	13688	02/07/2024	SMALL TOOLS / CITY WIDE	1,759.04
02.0170.1760.5540	PACIFIC PRODUCTS AND SERVICES LLC	13688	02/07/2024	TELESPARS-STREETS/ ST/RD MTNC	1,659.26
02.0170.1760.5540	PACIFIC PRODUCTS AND SERVICES LLC	13688	02/07/2024	MAINT SUPP/ ST MTNC	821.36
01.0151.1541.5499	PRINT XPRESSIONS	13689	02/07/2024	T-BALL LEAGUE TABLE COVER	237.40
01.0170.1020.5956	RED DOT UNIFORMS	13690	02/07/2024	LAPTOP BACKPACKS	27.50
01.0151.1541.5215	REUBEN PACHECO	13691	02/07/2024	1/13/24 BBALL OFFICIAL SVCS	150.00
01.0151.1541.5215	REUBEN PACHECO	13691	02/07/2024	1/20/24 BBALL OFFICIAL SVCS	150.00
01.0151.1541.5215	ROMAN GALLARDO JR.	13692	02/07/2024	1/13/24 BBALL OFFICIAL SVCS	150.00
01.0151.1541.5215	ROMAN GALLARDO JR.	13692	02/07/2024	1/20/24 BBALL OFFICIAL SVCS	150.00
01.0151.1541.5215	ROMAN GALLARDO JR.	13692	02/07/2024	2/2/24 BBALL OFFICIAL SVCS	150.00
01.0000.0000.4554	ROSA RODRIGUEZ	13693	02/07/2024	1/21/24 MVD COMM RM DAMAGE DEP RFND	50.00
01.0150.1505.5204	ROSEMARY RACHEL TAVERA	13694	02/07/2024	JAN'24 WOMEN & GIRLS COMM MTG	100.00
01.0000.0000.4554	RUBY MOLINA	13695	02/07/2024	1/28/24 MVD COMM RM DAMAGE DEP RFND	50.00
01.0150.1515.5204	RUDY LOPEZ	13696	02/07/2024	JAN'24 PC MEETING	100.00
01.0170.1770.5525	SANDOVAL TOWING	13697	02/07/2024	FORKLIFT TOW SVCS	125.00
01.0170.1770.5525	SANDOVAL TOWING	13697	02/07/2024	#97 VEHICLE TOW TO 3L SVCS	275.00
01.0151.1541.5430	SCMAF	13698	02/07/2024	E. HERNANDEZ ANNUAL MEMBERSHIP	80.00
01.0130.1310.5280	SECTRAN SECURITY INC.	13699	02/07/2024	JAN'24 ARMORED SVCS	206.26
01.0100.1010.5914	SGV ECONOMIC PARTNERSHIP	13700	02/07/2024	MAR'24-FEB'25 ANNUAL MEMEBERSHIP	5,250.00
01.0160.1650.5520	SMARDAN SUPPLY	13701	02/07/2024	FLUSHED VALVES/ NTP	209.27
01.0160.1660.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13702	02/07/2024	PLASTER SAND/ SHIVELY	719.98
01.0170.1710.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13702	02/07/2024	CRUSHED ROCK/ CHALL	14.44
01.0160.1650.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13702	02/07/2024	SAND/ NTP	159.99
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13702	02/07/2024	MAINTENANCE SUPP- ST/RD MTNC	251.54
01.0160.1660.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13702	02/07/2024	SAND/ SHIVELY PARK	319.99
01.0170.1020.5406	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13702	02/07/2024	RETURN CREDIT MEMO	(936.41)
01.0160.1660.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13702	02/07/2024	BB FIELD SAND/SHIVELY	319.99
01.0170.1750.5962	SOUTHEAST CONSTRUCTION PRODUCTS,INC	13702	02/07/2024	LANDSCAPE SUPPLIES	350.71
02.0170.1760.5535	SPRAGUES READY MIX	13703	02/07/2024	APHALT MIX/ CITY WIDE	596.18
01.0170.1770.5525	SRS AUTOMOTIVE	13704	02/07/2024	#11 VEHICLE REPAIR PARTS	1,322.26

44.0800.8010.5525	SRS AUTOMOTIVE	13704	02/07/2024	#16 VEHICLE MAINTENANCE PARTS	1,968.35
70.0900.9020.5215	STATE WATER RESOURCES CONTROL BOARD	13705	02/07/2024	JULY'23-JUNE'24 ANNUAL WASTE DISCHARGE FEE	3,746.00
01.0160.1610.5520	SUNBELT RENTALS, INC.	13706	02/07/2024	UTILITY TRAILER / CCTR	165.04
02.0170.1760.5540	SUNBELT RENTALS, INC.	13706	02/07/2024	CONCRETE & MIXER- ST/RD MTNC PRGM	357.55
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	13707	02/07/2024	BREAD & TOSTADAS/ CI & CII NUTR PRGM	95.47
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	13707	02/07/2024	BREAD & TOSTADAS/ CI & CII NUTR PRGM	10.60
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	13707	02/07/2024	TAPATIO/ CI NUTR PRGM	77.70
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	13707	02/07/2024	TORTILLAS/ CI & CII NUTR PRGM	88.72
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	13707	02/07/2024	TORTILLAS/ CI & CII NUTR PRGM	9.85
44.0800.8010.5525	SUPERKLEEN CARWASH, INC.	13708	02/07/2024	OCT-NOV'23 TRANS CAR WASHES	258.00
01.0140.1430.5914	TEAMCALIFORNIA ECONOMIC DEVELOPMENT CORPORATION	13709	02/07/2024	MARKETING MEMBERSHIP	2,500.00
01.0160.1670.5520	THE PARK CATALOG	13710	02/07/2024	PARK BENCHES / MVD	1,786.94
01.0140.1440.5215	TRANSTECH ENGINEERING, INC.	13711	02/07/2024	SEPT'23 PLAN CHECK SVCS	9,269.56
68.0900.9080.5974	TRANSTECH ENGINEERING, INC.	13711	02/07/2024	OCT'23 PJT MGMT #140	2,827.00
07.0190.1930.5215	TRANSTECH ENGINEERING, INC.	13711	02/07/2024	OCT'23 PJT MGMT #628	24,310.00
68.0900.9000.6025	TRANSTECH ENGINEERING, INC.	13711	02/07/2024	OCT'23 PJT MGMT #252	5,940.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13711	02/07/2024	NOV'23 ENGINEER SVCS	15,300.00
01.0140.1440.5215	TRANSTECH ENGINEERING, INC.	13711	02/07/2024	NOV'23 PLAN CHECK SVCS	999.60
01.0140.1440.5210	TRANSTECH ENGINEERING, INC.	13711	02/07/2024	NOV'23 PLAN CHECK SVCS	23,753.07
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	13711	02/07/2024	NOV'23 TRAFFIC ENG SVCS	135.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13711	02/07/2024	NOV'23 PJT MGMT	327.25
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	13711	02/07/2024	NOV'23 LRSP #625	5,277.25
68.0900.9080.5974	TRANSTECH ENGINEERING, INC.	13711	02/07/2024	NOV'23 PJT MGMT #140	2,431.00
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	13711	02/07/2024	NOV'23 TRAFFIC ENG SVCS	125.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13711	02/07/2024	NOV'23 ENGINEER SVCS #296	842.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13711	02/07/2024	NOV'23 PAVEMENT MGMT SVCS #627	595.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13711	02/07/2024	NOV'23 PJT MGMT #110	4,505.65
68.0900.9000.6025	TRANSTECH ENGINEERING, INC.	13711	02/07/2024	NOV'23 PJT MGMT #252	2,700.00
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	13711	02/07/2024	NOV'23 TRAFFIC ENG SVCS	281.25
07.0190.1930.5968	TRANSTECH ENGINEERING, INC.	13711	02/07/2024	NOV'23 PJT MGMT #628	10,752.50
68.0900.9000.5215	TRANSTECH ENGINEERING, INC.	13711	02/07/2024	NOV'23 PJT MGMT #252	3,445.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13711	02/07/2024	NOV'23 ENG SVCS	540.00
68.0900.9000.5215	TRANSTECH ENGINEERING, INC.	13711	02/07/2024	NOV'23 PJT MGMT #407	5,757.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13711	02/07/2024	NOV'23 PJT MGMT #295	3,750.75
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	13711	02/07/2024	NOV'23 TRAFFOC ENG SVCS	62.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	13711	02/07/2024	NOV'23 PJT MGMT SVCS	3,105.00
01.0160.1670.5520	TRUELINE CONSTRUCTION & SURFACING, INC.	13712	02/07/2024	RESURFACE BB COURT/ MVD	11,320.00
01.0160.1650.5520	TRUELINE CONSTRUCTION & SURFACING, INC.	13712	02/07/2024	BBALL COURT RESURFACING/ NTP	15,016.10
01.0130.1330.5931	TYLER TECHNOLOGIES, INC	13713	02/07/2024	TYLER CONTENCT MANAGER ANNAUL FEE	1,229.75
01.0170.1720.5520	ULINE	13714	02/07/2024	GAS CONTAINERS/ CITY WIDE	2,179.20
01.0170.1720.5420	UNISHIELD	13715	02/07/2024	FIRST AID SUPP/ YARD	139.52
01.0110.1170.5966	VICTORIA MORA	13716	02/07/2024	11/13-12/8/23 MILEAGE REIMB	29.48
01.0151.1541.5215	VIEN HO	13717	02/07/2024	1/27/24 BBALL OFFICIAL SVCS	150.00
01.0151.1541.5215	VIEN HO	13717	02/07/2024	1/31/24 BBALL OFFICIAL SVCS	90.00
01.0151.1541.5215	VIEN HO	13717	02/07/2024	2/1/24 BBALL OFFICIAL SVCS	90.00
01.0170.1710.5520	WATER CHEMISTS,DIV. OF CCI CHEMICAL	13718	02/07/2024	JAN'24 H2O TREATMENT	200.00
01.0160.1620.5520	WATER HEATER WAREHOUSE, LLC	13719	02/07/2024	WATER HEATER PUMP	899.00
01.0170.1740.5435	WAXIE SANITARY SUPPLY	13720	02/07/2024	JANITORIAL SUPPLIES	9,897.86
01.0160.1650.5520	WHITTIER FERTILIZER	13721	02/07/2024	SOIL & SAND/ NTP	68.36
01.0160.1650.5520	WHITTIER FERTILIZER	13721	02/07/2024	SPREAD ON MAINFIELD/ NTP	51.60
01.0160.1650.5520	WHITTIER FERTILIZER	13721	02/07/2024	INFIELD SPREAD - WINTER/ NTP	521.48
01.0160.1650.5520	WHITTIER FERTILIZER	13721	02/07/2024	FERTILIZER / NTP	53.47
01.0160.1650.5520	WHITTIER FERTILIZER	13721	02/07/2024	SR BB FIELD FERTILIZER/ NTP	25.80
01.0150.1530.5952	WINNER INTERNATIONAL INC.	13722	02/07/2024	BALLONS/ NEW YEAR LUNCHEON	18.19

01.0170.1740.5545	WINZER	13723	02/07/2024	GRAFFITI REMOVAL	503.30
01.0170.1740.5435	WINZER	13723	02/07/2024	DISINFECTANT/ CITY WIDE	248.68
01.0170.1760.5545	WINZER	13723	02/07/2024	GRAFFITI REMOVAL	475.42
01.0170.1740.5545	WINZER	13723	02/07/2024	GRAFFITI REMOVAL	475.42
01.0170.1740.5545	WINZER	13723	02/07/2024	GRAFFITI REMOVAL	475.42
01.0000.0000.4554	YVETTE GOMEZ	13724	02/07/2024	2/4/24 MVD COMM RM DAMAGE DEP RFND	50.00
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001380	10/26/2023	9/12-10/12/23 1500 N CENTRAL	1,107.47
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001381	10/26/2023	9/12-10/12/23 1824 N CENTRAL	515.09
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001382	10/27/2023	9/12-10/12/23 MERCED N/W SANTA ANITA	59.26
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001383	10/27/2023	9/12-10/12/23 N/E MERCED SANTA ANITA	268.92
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001384	10/27/2023	9/12-10/12/23 1415 N SANTA ANITA	341.93
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001385	10/27/2023	9/12-10/12/23 N LERMA/MILLET	241.68
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001386	10/27/2023	9/12-10/12/23 1556 N CENTRAL	401.17
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001387	10/27/2023	9/12-10/12/23 2022 N CENTRAL	100.30
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001388	10/27/2023	9/12-10/12/23 1819 N MERCED	241.56
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001389	10/27/2023	9/12-10/12/23 1900 N CENTRAL	150.42
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001390	10/27/2023	9/12-10/12/23 1530 N CENTRAL	259.91
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001391	10/27/2023	9/12-10/12/23 1652 IRRIG TYLER	173.23
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001392	10/27/2023	9/12-10/12/23 2000 IRRIG SANTA ANITA	82.07
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001393	10/27/2023	9/12-10/12/23 1819 N CENTRAL	259.91
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001394	10/27/2023	9/12-10/12/23 1707 N MERCED	77.48
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001395	10/27/2023	9/12-10/12/23 10452 E RUSH	104.86
01.0130.1330.6015	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	MINI PORTS & HDMI/ WKSTATION SUPP	100.15
01.0130.1330.6015	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	WEBCAM/ PW	110.15
01.0130.1330.6015	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	DOCK STATION/ WKSTATION SUPP	453.80
01.0130.1330.6015	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	DESKTOP MONITORS/ WKSTATION SUPP	922.00
01.0140.1430.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	PRINTER/ COMM DEV	277.82
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	JAN'24 COUNCIL MEMBERS ACADEMY/ FLIGHT	387.80
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	AFTER SCHOOL PRGM SUPPLIES	245.28
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	AFTER SCHOOL PRGM SUPPLIES	231.26
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	AFTER SCHOOL PRGM SUPPLIES	21.47
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	AFTER SCHOOL PRGM SUPPLIES	189.71
01.0151.1542.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	BOXING SPECIAL EVENT SUPPLIES	123.67
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	SPECIAL EVENT SUPPLIES	302.06
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	SPECIAL EVENT SUPPLIES	336.37
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	SPECIAL EVENT SUPPLIES	266.18
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	CHRISTMAS WISH TOYS	2,278.22
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	TURKEY DASH SOCIAL MEDIA PROMO	10.00
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	LINKTREE SUBSCRIPTION	90.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	AFTER SCHOOL PRGM SUPPLIES	102.71
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	AFTER SCHOOL PRGM SUPPLIES	533.85
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	AFTER SCHOOL PRGM SUPPLIES	7.83
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	AFTER SCHOOL PRGM SUPPLIES	11.95
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	AFTER SCHOOL PRGM SUPPLIES	24.24
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	AFTER SCHOOL PRGM SUPPLIES	41.80
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	AFTER SCHOOL PRGM SUPPLIES	48.48
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	FALL CAMP PRGM SUPPLIES	122.01
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	AFTER SCHOOL PRGM SUPPLIES	147.87
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	AFTER SCHOOL PRGM SUPPLIES	199.04
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	AFTER SCHOOL PRGM SUPPLIES	245.39
01.0150.1540.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	DIRECTOR JACKET/ COMM SVCS	30.78
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	MUSIC SUBSCRIPTION/ EVENTS	16.99
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	TURKEY DASH BIBS	122.48
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	TURKEY DASH/ SUPPLIES	130.45

01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	TURKEY DASH/ SUPPLIES	839.59
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	CHRISTMAS WISH TOY	2,005.83
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	CHRISTMAS WISH TOY	2,058.99
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	REFRESHMENTS	418.95
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	APPLE ICLOUD SUBCRPTION	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	APPLE ICLOUD SUBCRPTION	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	APPLE ICLOUD SUBCRPTION	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	APPLE ICLOUD SUBCRPTION	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	APPLE ICLOUD SUBCRPTION	9.99
01.0160.1610.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	MAINTENANCE SUPPLIES/ CCTR	198.86
01.0160.1620.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	MAINTENANCE SUPPLIES/ SCTR	23.09
01.0160.1620.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	MAINTENANCE SUPPLIES/ SCTR	424.33
01.0160.1630.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	PARKING PASSES/ MCTR	261.57
01.0160.1630.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	MAINTENANCE SUPPLIES/ MCTR	77.02
01.0160.1650.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	JANITORIAL SUPPLIES	79.25
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	CHRISTMAS SUPPLIES/ CHALL	278.83
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	MAINTENANCE SUPPLIES/ CHALL	252.76
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	CHRISTMAS SUPPLIES/ CHALL	741.40
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	MAINTENANCE SUPPLIES/ CHALL	848.22
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	CHRISTMAS SUPPLIES/ CHALL	732.74
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	MAINTENANCE SUPPLIES/ CHALL	164.98
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	MAINTENANCE SUPPLIES/ CHALL	63.31
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	MAINTENANCE SUPPLIES/ CHALL	133.14
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	LIGHTS/ PALM TREES	109.98
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	MAINTENANCE SUPPLIES/ CHALL	105.40
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	MAINTENANCE SUPPLIES/ CHALL	81.93
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	MAINTENANCE SUPPLIES/ CHALL	43.96
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	ELEC SUPPLIES/ CHALL	155.51
01.0170.1720.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	MAINTENANCE SUPPLIES/ YARD	74.39
02.0170.1760.5540	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	YELLOW CAUTION TAPE/ ST MTNC	137.58
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	LEAGUE OF CA CITIES/ FLIGHT CHARGES	377.80
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	JAN'24 LEAGUE OF CA CITIES/ TRAVEL CHARGES	58.96
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	LEAGUE OF CA CITIES/ FLIGHT FEE	59.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	LEAGUE OF CA CITIES/ FLIGHT FEE	92.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	MAY'24 ICSC CONF/ FLIGHT CHARGES	372.96
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	LEAGUE OF CA CITIES/ REGISTRATION FEE	675.00
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	POSTERMYWALL YEARLY SUBSCRIPTION	99.95
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	ADOBE MONTHLY SUBSCRIPTION	9.99
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	ERASE BOARD/ OFFICE	132.29
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	ERASE BOARD/ OFFICE CREDIT	(137.02)
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	TABLET CLOTH/ DRY CLEANING	9.00
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	VETERAN PICTURE FRAMES	31.78
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	RESTROOM LOGS SUPPLIES	35.05
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	VETERAN PICTURES	51.85
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	VETERANS LUNCHEON	64.21
01.0120.1210.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	CARTRIDGES	244.09
01.0120.1210.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	PASSPORT TRAINING/ MEALS	109.46
01.0120.1210.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	PASSPORT TRAINING/ MEALS	89.15
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	ICSC CONF MEALS	19.24
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	ICSC CONF MEALS	58.58
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	ICSC CONF HOTEL CHARGES	1,001.18
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	10/25-10/27/23 ICSC CONF SAN DIEGO MEALS	42.45
01.0110.1110.5633	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	ETCHING EVENT/ FOOD	127.84
01.0110.1110.5633	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	ETCHING EVENT/ FOOD	1,168.50

01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	AFTER SCHOOL PRMG/ PIZZA	107.33
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	XMAS DECOR PRGM SUPPLIES	196.57
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	CHRISTMAS CRAFTS PRGM SUPP	412.96
01.0151.1542.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	BOXING PRGM SUPPLIES	394.70
01.0151.1542.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	BOXING SHOW TURKEYS	491.65
01.0151.1542.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	BOXING SHOW TURKEYS	402.30
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	SPECIAL EVENT SUPPLIES	16.49
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	HALLOWEEN COSTUME	94.13
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	SANTAS SLEIGH RIDE LIGHTS	56.19
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	GENERATOR FUEL	49.28
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	SPECIAL EVENTS VET DAY SUPP	432.55
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	GENERATOR RENTAL	206.77
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	5K RACE PACKS	127.62
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	TURKEYS & VET DAY SUPP	1,840.78
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	CLEANERS/ SANTA SUIT	100.00
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	CLEANERS/ TABLE CLOTHES	80.00
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	SPECIAL EVENT SUPP	123.78
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	CHRISTMAS WISH EVENT TOYS	1,478.55
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	CHRISTMAS WISH EVENT TOYS	2,022.30
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	ICSC SAN DIEGO CONF/ HOTEL	1,019.58
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	ICSC SAN DIEGO CONF/ MEALS	17.70
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	ICSC SAN DIEGO CONF/ MEALS	29.29
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	ICSC SAN DIEGO CONF/ MEALS	33.36
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	CITY COUNCIL AGENDA MEETING	49.49
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	GIFT CARD/ INTERVIEW PANEL	50.00
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	CITY COUNCIL AGENDA MEETING	35.26
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	NOV-DEC'23 ZOOM SUBSCRIPTION	319.90
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	SGV VALLEY SUBSCRIPTION	26.00
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	LA TIMES SUBSCRIPTION	15.96
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	ICSC SAN DIEGO CONF/ MEALS	29.29
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	ICSC SAN DIEGO CONF/ MEALS	33.36
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	CITY COUNCIL PRINTER	990.04
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	CITY COUNCIL JACKETS	814.00
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	CITY COUNCIL WIRELESS HOTSPOTS	795.96
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	CITY COUNCIL PRINTER SUPP	496.00
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	CITY COUNCIL SUPPLIES	110.25
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	CITY COUNCIL SUPPLIES	351.45
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	CITY COUNCIL SUPPLIES	34.29
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	10/24/23 CITY COUNCIL DINNER	175.49
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	11/14/23 CITY COUNCIL DINNER	350.90
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	CHALL SUPPLIES	217.44
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	CHALL SUPPLIES	57.48
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	CHALL SUPPLIES	5.30
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	COFFEE SUPP/ CHALL	109.54
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	MANAGEMENT TNG/ MEALS	64.59
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	COFFEE SUPP/ CHALL	19.99
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	FIRST AID- EMERGENCY SUPP	1,481.80
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	MAYORS & COUNCIL MEMBERS ACADEMY/ HOTE CHARGES	1,240.96
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	JAN'24 MAYORS & COUNCIL MEMBERS ACADEMY/ FLIGHT	387.80
01.0100.1050.5940	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	SYMPATHY FLOWERS	146.59
01.0150.1530.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	CAL ACT CONF/ MEALS	7.81
01.0150.1530.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	CAL ACT CONF/ MEALS	57.41
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	DEC'23 DIRECT TV MTHLY	45.99
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0001396	11/29/2023	CHRISTMAS DECORATIONS	66.00

01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION
06.0300.3020.5430	U.S. BANK NATIONAL ASSOCIATION
44.0800.8010.5908	U.S. BANK NATIONAL ASSOCIATION
01.0130.1310.5406	U.S. BANK NATIONAL ASSOCIATION
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION
01.0130.1310.5914	U.S. BANK NATIONAL ASSOCIATION
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION

DFT0001396	11/29/2023	CHRISTMAS DECORATIONS	243.54
DFT0001396	11/29/2023	CHRISTMAS TREE/ SENIOR SVCS	438.90
DFT0001396	11/29/2023	SOCIAL EVENT REFRESHMENTS	128.85
DFT0001396	11/29/2023	THANKSGIVING LUNCHEON SUPP	132.85
DFT0001396	11/29/2023	NUTR PRGM SUPPLIES	375.93
DFT0001396	11/29/2023	NUTR PRGM SUPP	103.86
DFT0001396	11/29/2023	APPLES/ NUTR PRGM	80.00
DFT0001396	11/29/2023	APPLES/ NUTR PRGM	4.63
DFT0001396	11/29/2023	CAL ACT CONF/ HOTEL CHARGES	247.54
DFT0001396	11/29/2023	FINANCE OFFICE SUPP	36.55
DFT0001396	11/29/2023	10/7-11/6/23 CABLE & INTENET SVCS	152.97
DFT0001396	11/29/2023	10/16-11/5/23 CABLE & INTENET SVCS	325.09
DFT0001396	11/29/2023	OCT'23 INTERNET SVCS	327.04
DFT0001396	11/29/2023	OCT'23 STAMPLI MTHLY CHARGE	1,620.00
DFT0001396	11/29/2023	9/3-10/2/23 CITY CELL SVCS	6,049.99
DFT0001396	11/29/2023	ICLOUD MTHLY STORAGE	0.99
DFT0001396	11/29/2023	ICLOUD MTHLY STORAGE	9.99
DFT0001396	11/29/2023	GOV FINANCE OFFICERS SUB	225.00
DFT0001396	11/29/2023	ADOBE CLOUD APPS/ CREDIT	(84.99)
DFT0001396	11/29/2023	10/24-11/18/23 ADOBE SUBSCRIPTION	20.59
DFT0001396	11/29/2023	11/19-12/18/23 ADOBE SUBSCRIPTION	23.99

Grand Total	1,343,595.19
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Authorization Signatures

For 

Rene Salas, City Manager



City Council Agenda Report

Agenda Item No. 7.c.

DATE: February 13, 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 THE WOMEN'S EMPOWERMENT EVENT

SUMMARY: Staff is requesting the City Council's approval to organize the Women's Empowerment event in honor of Women's History Month. The proposed event date is Saturday, March 9th, from 10:00 am to 12:30 pm at the South El Monte Senior Center.

RECOMMENDED ACTION: Staff recommends City Council:

1. Approve the Women's Empowerment event to be held on Saturday, March 9th, from 10:00 am to 12:30 pm at the South El Monte Senior Center; and
2. Approve allocating \$3,000.00 from the City's Special Events account 01-151-1543-5952 to host the event.

FISCAL/FINANCIAL IMPACT: The estimated fiscal impact associated with the Women's Empowerment event is as follows (Special Events account 01-151-1543-5952):

Estimated Cost to Host Event:

Item	Description	Cost
Food	100 participants	\$700.00
Supplies & Giveaways	Participant giveaways and decorations	\$700.00
Entertainment	Presenters	\$600.00
Staff Time (4 recreation leaders)	Set-up, event time, and tear down of event.	\$1000.00
Total:		\$3000.00

Staff will make an effort to obtain sponsorship from local businesses and organizations to cover the estimated cost to host this event.

DISCUSSION: March is Women's History Month. During Women's History Month, women are recognized for the critical contributions they have made to history, while raising awareness about gender bias and promoting solutions toward greater gender equality. In support of this inspiring cause, City staff, in collaboration with the Commission for the Advancement of Women and Girls, are organizing a Women's Empowerment event scheduled for March 9, 2024 at the South El Monte Senior Center.

The goal of the event is to not only inspire, but provide tangible tools for personal and professional growth. Workshops and skill development sessions will be organized to enhance participants' skills, whether it's in leadership, entrepreneurship, or personal development. Additionally, networking opportunities will allow attendees to connect with like-minded individuals and potential members.

Staff report prepared by Nancy Rodriguez, Community Services Analyst.

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 7.d.

DATE: February 13, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Director of Finance

SUBJECT: COUNCIL TO RECEIVE AND FILE SUCCESSOR AGENCY TO THE SOUTH EL MONTE IMPROVEMENT DISTRICT'S APPROVED RECOGNIZED OBLIGATION PAYMENT SCHEDULES FOR THE ANNUAL PERIODS JULY 1, 2024 THROUGH JUNE 30, 2025 ("ROPS 24-25")

SUMMARY: On January 22, 2024, the County Oversight Board approved the Successor Agency's ROPS 24-25 by adopting Resolution No. OB 24-1. Staff requests City Council receive and file ROPS 24-25.

RECOMMENDED ACTION: Staff recommends City Council receive and file ROPS 24-25.

FISCAL/FINANCIAL IMPACT: The fiscal impact to the City of South El Monte General Fund will be an administrative cost reimbursement revenue of \$115,388 for fiscal year 2024-25.

DISCUSSION: The Successor Agency to the South El Monte Improvement District (SA) is responsible for winding down the activities of the former Redevelopment Agency (RDA). In accordance with ABx1 26, the RDA was dissolved on February 1, 2021 and replaced with the SA. The SA makes payments required to complete enforceable obligations, performs duties pursuant to the enforceable obligations, and comply with ABx1 26, AB 1484, and SB 107.

The South El Monte's Oversight Board to the SA was dissolved by operation of law (Government Code section 34179(j)), which specifies that on and after July 1, 2018, in each county where more than one oversight board was created, there shall be only one Oversight Board, which is now the County Oversight Board (<https://lacob.lacounty.gov/>).

South El Monte SA staff serves as staff to the County Oversight Board. On January 22, 2024, the County Oversight Board approved the SA's ROPS 24-25 by adopting Resolution No. OB 24-1 (Attachment A). The ROPS was approved in order for the South

El Monte SA staff to make enforceable obligation payments and to comply with ABx1 26, AB 1484, and SB 107.

ATTACHMENT(S):

- A. LA County Oversight Board Resolution No. OB 24-1 (ROPS 24-25)

RESOLUTION NO. OB 24-1

A RESOLUTION OF THE LOS ANGELES COUNTY FIRST SUPERVISORIAL DISTRICT CONSOLIDATED OVERSIGHT BOARD APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE FISCAL PERIOD FROM JULY 1, 2024 THROUGH JUNE 30, 2025 OF THE SUCCESSOR AGENCY TO THE SOUTH EL MONTE IMPROVEMENT DISTRICT AND TAKING RELATED ACTIONS

RECITALS:

WHEREAS, pursuant to Health and Safety Code Section 34177(o), the Successor Agency to the South El Monte Improvement District (the “Successor Agency”) must prepare a Recognized Obligation Payment Schedule listing the anticipated payments for enforceable obligations to be made by the Successor Agency during the fiscal period from July 1, 2024 through June 30, 2025 (“ROPS 24-25”) and submit ROPS 24-25 to the oversight board of the Successor Agency (the “Oversight Board”) for approval; and

WHEREAS, pursuant to Health and Safety Code Section 34177(l)(2)(C) and Section 34177(o)(1), the Successor Agency must: (i) submit the Oversight Board-approved ROPS 23-24 to the DOF, the Office of the State Controller, and the County Auditor-Controller no later than February 1, 2024, and (ii) post a copy of the Oversight Board-approved ROPS 24-25 on the Successor Agency’s website; and

NOW, THEREFORE, THE LOS ANGELES COUNTY FIRST SUPERVISORIAL DISTRICT CONSOLIDATED OVERSIGHT BOARD DOES HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

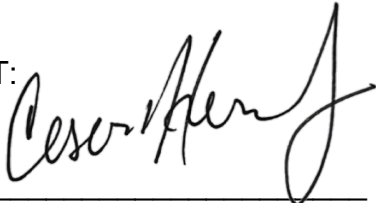
Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Oversight Board hereby approves the proposed ROPS 24-25, substantially in the form attached hereto as Exhibit A. Staff of the Successor Agency is hereby authorized and directed to: (i) submit a copy of Oversight Board-approved ROPS 24-25 to the DOF, the Office of the State Controller, and the County Auditor-Controller and (ii) post a copy of the Oversight Board-approved ROPS 24-25 on the Successor Agency’s Internet website (being a page on the Internet website of the City of South El Monte).

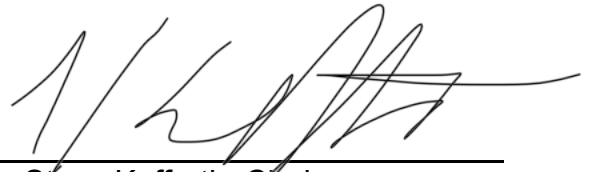
Section 3. The Staff of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution, including but not limited to requesting additional review by the DOF and an opportunity to meet and confer on any disputed items, and making adjustments to ROPS 24-25 pursuant to the DOF's instructions, and any such actions previously taken are hereby ratified and confirmed.

PASSED, APPROVED, and ADOPTED by the Los Angeles County First Supervisorial District Consolidated Oversight Board at a meeting duly held on the 22nd day of January, 2024.

ATTEST:



Cesar Hernandez, Secretary



Steve Koffroth, Chairperson

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

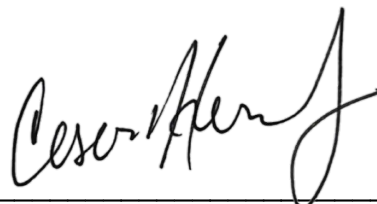
I, Cesar Hernandez, Secretary of the Successor Agency, do hereby certify that the foregoing Resolution, being Resolution No. OB 24-1 was duly passed and approved by the Oversight Board of the Successor Agency to the South El Monte Improvement District at a meeting of said Oversight Board held on the 22nd day of January, 2024, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:



Cesar Hernandez, Secretary

Recognized Obligation Payment Schedule (ROPS 24-25) - Summary
Filed for the July 1, 2024 through June 30, 2025 Period

Successor Agency: South El Monte

County: Los Angeles

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 1,840,083	\$ 429,648	\$ 2,269,731
F RPTTF	1,782,389	371,954	2,154,343
G Administrative RPTTF	57,694	57,694	115,388
H Current Period Enforceable Obligations (A+E)	\$ 1,840,083	\$ 429,648	\$ 2,269,731

Certification of Oversight Board Chairman:

STEVE KOFFROTH CHAIR
 Name Title

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

/s/ [Signature] 1-22-24
 Signature Date

South El Monte
Recognized Obligation Payment Schedule (ROPS 24-25) - ROPS Detail
July 1, 2024 through June 30, 2025

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)					24-25A Total	ROPS 24-25B (Jan - Jun)					24-25B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$27,819,682		\$2,269,731	\$-	\$-	\$-	\$1,782,389	\$57,694	\$1,840,083	\$-	\$-	\$-	\$371,954	\$57,694	\$429,648
7	Contracted Services for Bonds	Professional Services	07/01/2006	08/01/2036	Urban Futures, Inc.	Consultant for Bond Disclosure Reports		93,158	N	\$7,166	-	-	-	3,583	-	\$3,583	-	-	-	3,583	-	\$3,583
9	Banking Fees	Fees	07/27/2005	08/01/2036	U.S. Bank	Bank Trust Fee		79,430	N	\$6,110	-	-	-	3,055	-	\$3,055	-	-	-	3,055	-	\$3,055
11	Administrative Costs	Admin Costs	02/01/2012	08/01/2036	Employees	Full-time salaries and benefits		1,500,031	N	\$115,388	-	-	-	-	57,694	\$57,694	-	-	-	-	57,694	\$57,694
36	2014 Tax Allocation Bonds Series A	Bonds Issued After 12/31/10	07/02/2014	08/01/2036	U.S. Bank	Bonds issued to refund outstanding Series 2008A Bonds		9,412,856	N	\$265,488	-	-	-	132,744	-	\$132,744	-	-	-	132,744	-	\$132,744
48	2015 Tax Allocation Bonds Series A	Bonds Issued After 12/31/10	05/13/2015	08/01/2031	U.S. Bank	Bonds issued to refund outstanding Series 2005A Bonds		11,591,656	N	\$408,806	-	-	-	229,731	-	\$229,731	-	-	-	179,075	-	\$179,075
49	2015 Tax Allocation Bonds Series B	Bonds Issued After 12/31/10	05/13/2015	08/01/2026	U.S. Bank	Bonds issued to refund outstanding Series 2005B Bonds		2,147,688	N	\$717,188	-	-	-	689,688	-	\$689,688	-	-	-	27,500	-	\$27,500
52	Subordinate Taxable Tax Allocation Refunding Bonds Series 2019	Refunding Bonds Issued After 6/27/12	10/01/2019	08/01/2027	U.S.Bank	Bonds Issued to refund outstanding 2007 Series A Taxable Bonds		2,994,863	N	\$749,585	-	-	-	723,588	-	\$723,588	-	-	-	25,997	-	\$25,997

South El Monte
Recognized Obligation Payment Schedule (ROPS 24-25) - Report of Cash Balances
July 1, 2021 through June 30, 2022
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/21) RPTTF amount should exclude "A" period distribution amount.					-	2023-24 Determination Letter dated March 17, 2023 included a ROPS 20-21 PPA of (133,888) reducing the prior year-end 6/30/21 cash balance of \$133,888 to zero.
2	Revenue/Income (Actual 06/30/22) RPTTF amount should tie to the ROPS 21-22 total distribution from the County Auditor-Controller					2,303,760	2021-22 Determination Letter approved distribution.
3	Expenditures for ROPS 21-22 Enforceable Obligations (Actual 06/30/22)					2,367,737	21-22A POP & 21-22B POP & Authorized Administrative RPTTF.
4	Retention of Available Cash Balance (Actual 06/30/22) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)					-	
5	ROPS 21-22 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 21-22 PPA form submitted to the CAC		No entry required			-	
6	Ending Actual Available Cash Balance (06/30/22) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$-	\$(63,977)	

South El Monte
Recognized Obligation Payment Schedule (ROPS 24-25) - Notes
July 1, 2024 through June 30, 2025

Item #	Notes/Comments
7	Assumes Continuing Disclosure Report will cost \$7,166 per year until bond maturity in 13 years (\$7,166 x 13 = \$93,158)
9	Assumes Bond Trustee Fees will continue to be \$6,110 per year until bond maturity in 13 years (\$6,110 x 13 = \$79,430)
11	Assumes Administrative Costs will be \$115,387 per year until bond maturity in 13 years (\$115,387 x 13 = \$1,500,031)
36	Principal and interest due each February 1st and August 1st
48	Principal and interest due each February 1st and August 1st
49	Principal and interest due each February 1st and August 1st
52	Principal and interest due each February 1st and August 1st



City Council Agenda Report

Agenda Item No. 7.e.

DATE: February 13, 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 TO REJECT ALL BIDS AND RE-ADVERTISE REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL MAINTENANCE SERVICES

SUMMARY: The City received six (6) proposals for Janitorial Maintenance Services. Out of the six (6), only one (1) proposal met the criteria set by the City during the evaluation process. Staff recommends for the City to re-advertise the Request for Proposals (RFP) to ensure a minimum of two (2) qualifying proposals are received.

RECOMMENDED ACTION: Staff recommends City Council reject the six (6) proposals received and authorize the re-advertisement of the Request for Proposals (RFP) for Janitorial Maintenance Service and authorize staff to solicit new proposals to ensure the City receives the best pricing available.

FISCAL/FINANCIAL IMPACT: There is no immediate fiscal impact associated with this action. Staff will prepare a report with findings and recommendations for consideration and approval by City Council. \$250,000 has been appropriated for these services within the City Council's approved FY 2023-24 budget.

DISCUSSION: The City's most recent contract for Janitorial Maintenance Services expired on June 30, 2023. To ensure that there is no disruption in the continuation of services, staff is requesting authorization from the City Council to re-publish a Request for Proposals (RFP) for Janitorial Maintenance Services. The City contracts for Janitorial Maintenance Services to ensure the general and efficient maintenance of City facilities. This maintenance not only upholds but also reinforces the City's professionalism and dedication to offering clean and sanitary facilities for its residents and staff, as well as for developers, contractors, and the general public.

Below is a list of City Facilities that are designated to receive janitorial services, along with their respective approximate square footage:

- City Hall: 11,109 square feet
- Community Center & Boxing Center: 23,577 square feet

- Mini Center: 4,124 square feet
- Public Safety Center: 900 square feet
- Senior Center: 16,080 square feet
- Maintenance Yard: 8,270 square feet

The complete Scope of Services for each facility listed, including the service frequency, is provided in the attached Request for Proposal (RFP) for the Council's review and consideration. Following the RFP process, Staff will prepare a staff report with findings and recommendations to present to the City Council for consideration and approval. The report will include a fiscal impact analysis and make recommendations for the award of a Professional Services Agreement (PSA) for Janitorial Maintenance Services. Funding has been appropriated for these services within the City Council's approved FY 2023-24 budget.

On November 14, 2023, the City Council approved the release of a Request for Proposals (RFP) to provide Janitorial Maintenance Services at six (6) City facilities.

On December 13, 2023, Staff received six (6) proposals to provide Janitorial Maintenance Services for the City of South El Monte. However, only one (1) proposal met the criteria set by the City during the evaluation process.

Staff is requesting City Council to reject the six (6) proposals received and authorize the re-advertisement of the Request for Proposals (RFP) for Janitorial Maintenance Service and authorize staff to solicit new proposals to ensure the City receives the best pricing available. The RFP for Janitorial Maintenance Services will be released on February 14, 2024, and responses to the RFP must be submitted no later than March 13, 2024, at 2:00 p.m.

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

ATTACHMENT(S):

A. Janitorial Maintenance Services RFP

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

February 14, 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
Andrés González
Senior Public Works Analyst
agonzalez@soelmonte.org

PRE-PROPOSAL MEETING

Tuesday, February 27, 2024 at 8:30 AM
Will begin at City Hall (Address: 1415 Santa
Anita Ave. South El Monte, CA 91733)

PROPOSAL DUE DATE

March 13, 2024; 2:00 PM

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Attachments:

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

Attachment B – Schedule of Compensation

Attachment C – Affidavit of Non-Collusion

Attachment D – Claims History

Attachment E – Special Requirements

Attachment F – Sample Professional Services Agreement

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



To interested and qualified Consultants:

The City of South El Monte is soliciting proposals from qualified firms to Provide Janitorial Maintenance Services. **The City is releasing this Request for Proposals (RFP) for Janitorial Maintenance Services of its six City facilities, with varying frequencies, including daily, weekly, and/or monthly service requirements.**

Requirements for this RFP are enclosed.

In order to be considered in the selection process, interested parties shall submit two (2) hard copies and one (1) electronic copy (pdf) of their Proposals no later than 2:00 PM, March 13, 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):
Andrés González
Senior Public Works Analyst
agonzalez@soelmonte.org

Late proposals will not be accepted.

Sincerely,

John Poehler
Public Works Director
City of South El Monte

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

February 14, 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 is requesting the services of a professional firm **to provide Janitorial Services.**

2. PROJECT DESCRIPTION

The City of South El Monte is seeking proposals from qualified firms that are interested in providing janitorial services at six (6) City facilities. The objective of this RFP solicitation is to identify the most qualified, responsive, and responsible firm to provide janitorial services at six City facilities over the course of a proposed three-year contract period, renewable thereafter up to two (2) one-year optional terms, based on the contractor performance, for a maximum five-year contract period. After a careful review of each submitted proposal, the City will conduct an evaluation leading to the selection of a contractor and the award of a Services Agreement. The City will award no more than one contract on a not-to-exceed basis.

The Janitorial Services includes, but is not limited to, sweeping and/or mopping of floors and/or stairwells; vacuuming of carpets and rugs; emptying of wastebaskets; and cleaning of offices, lavatories, and kitchens.

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

3. RFP SCHEDULE

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

Request for Proposals Posted and Issued	February 14, 2024
Non-Mandatory Pre-Proposal Meeting	Tuesday, February 27, 2024, 8:30 AM
Questions Submittal Deadline	Thursday February 29, 2024, by 2:00 PM
Addendum (if necessary to Respond to Questions	March 7, 2024
Deadline for Receipt of Proposals (RFP Due Date)	Wednesday March 13, 2024, 2:00 PM
Evaluation of proposals	March 2024
Final Consultant Selection	March/April 2024
Contract Awarded by City Council (tentative)	April 2024

4. SCOPE OF SERVICES

Please see Attachment A

5. KEY PERSONNEL

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

6. CITY'S STANDARD PUBLIC WORKS AGREEMENT

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

7. INSURANCE COVERAGE LIMITS AND REQUIREMENTS

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

8. CONSULTANT SELECTION METHODOLOGY

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

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

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

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

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

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

9. PREVAILING WAGE RATES

Depending upon the scope of work, the required contract provisions may include the

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

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

10. CONTRACT AWARD

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

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

11. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

Please submit your Technical Proposal in the format specified below:

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

Table of Contents: Provide contents of proposal.

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

schedule control, and document control.

Section 2: Schedule: Provide a project a detailed schedule. Use April, 2024 as the start date of City's Notice to Proceed with the project. Show project tasks, durations, start and completion dates, time allocations for City review and other regulatory agency review and any outside agencies that may be involved in the review and approval process.

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

Section 4. Company Qualifications: Provide qualifications of prime consulting firm and sub-consultants. The Consultant is required to possess at least four (4) years of direct experience in delivering janitorial maintenance services at a city of a similar size.

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

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

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

Section 8. Required Attachments:

Below attachments shall be signed and submitted with the proposal:

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

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

12. FEE ESTIMATE PROPOSAL SUBMITTAL

Fee Proposal shall be submitted in a separate sealed envelope.

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

13. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Andrés González
Senior Public Works Analyst
agonzalez@soelmonte.org

Questions regarding this proposal shall be submitted via email by the deadline identified on RFP Schedule. In response to all questions received by this date, City will issue an Addendum by the deadline identified on RFP Schedule. The addendum will be published on the City website. Contractors are responsible to download and acknowledge any addenda from the City website from the following address:

<https://www.cityofsouthelmonte.org/Bids.aspx>

14. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit two (2) copies and one (1) electronic copy (pdf) of their Proposals no later than 2:00 PM, March 13, 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

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 Scope of Work – Janitorial Maintenance Services
Attachment B Schedule of Compensation
Attachment C Affidavit of Non-Collusion
Attachment D Claims History
Attachment E Special Requirements
Attachment F Sample Professional Services Agreement

ATTACHMENT A

SCOPE OF WORK

I. Consultant will perform the following Janitorial Maintenance Services:

a. Provide janitorial services for the following city facilities:

1. City Hall
2. Community Center & Boxing Center
3. Mini Center
4. Public Safety Center
5. Senior Center
6. Maintenance Yard

City Hall (1415 Central Ave.)

General cleaning services, lasting approximately 3 hours per visit, will be conducted on a nightly, weekly, and monthly basis by the Site Supervisor and Crew members.

Nightly Services (Monday through Thursday)

1. Sweep and/or dust, mop all floors using dust control sweeping mops.
2. Vacuum all carpets and rugs.
3. Spot carpet stains with rug spotter.
4. Dust desks, tables, chairs, filing cabinets, telephones, pen sets, bookcases and other office equipment using special treated dust cloths (desks and tables covered with papers excepted).
5. Empty all wastebaskets and remove trash to pick-up area.
6. Damp wipe any glass top desks or counter tops.
7. Spot clean doors, doorframes, woodwork and around light switches.
8. Clean, polish and sanitize all drinking fountains.
9. Spot clean finger marks and smudges from walls.
10. Spot mop floors to remove spillage.
11. Sweep entranceway.
12. Thoroughly clean all tabletops and chairs.
13. Sweep stairways.
14. Clean all chalk trays and chalk boards.
15. Dust banister and handrails.
16. Remove gum from entranceways of building, walls, counters, tables, chairs, and floor throughout the building.
17. Restrooms
 - a. Clean restroom floors, basins, bowls, and urinals with a germicidal detergent solution.
 - b. Clean and refill restroom dispensers with supplies provided by the property owner.
 - c. Wash and polish mirrors, powder shelves, bright work, including flush-o- meters, piping and toilet seat hinges.
 - d. Spot clean restroom walls, ceilings, and partitions.

- e. Remove all trash.

Weekly Services

1. Perform low dusting of chairs, bottoms of furniture and baseboards.
2. Clean and sanitize downstairs shower.

Monthly Services

1. Dust Venetian blinds.
2. Perform high dusting, such as tops of doorframes, partitions, vents and picture frames.
3. Machine scrub and wash all composition floors.
4. Wash all windows inside and out.

Community Center and Boxing Center (1530 Central Ave.)

General cleaning services, lasting approximately 6 hours per visit, will be conducted on a nightly, weekly, and monthly basis by the Site Supervisor and Crew members.

Nightly Services (Monday through Friday)

1. Sweep and/or dust, mop all floors using dust control sweeping mops. **Please note that this task is not required at the Boxing Center**
2. Vacuum all carpets and rugs.
3. Spot carpet stains with rug spotter.
4. Dust desks, tables, chairs, filing cabinets, telephones, pen sets, bookcases and other office equipment using special treated dust cloths.
5. Empty all wastebaskets and remove trash to pick-up area.
6. Damp wipe any glass top desks or counter tops.
7. Spot clean doors, doorframes, woodwork and around light switches.
8. Clean, polish and sanitize all drinking fountains.
9. Spot clean finger marks and smudges from walls.
10. Spot clean floors to remove spillage.
11. Sweep stairway.
12. Thoroughly clean all tabletops and chairs.
13. Sweep entranceway.
14. Clean all chalk trays and chalk boards.
15. Dust banister and handrails
16. Remove gum from entranceways of building, walls, counters, tables, chairs and floor throughout the building.
17. Restrooms
 - a. Clean restroom floors, basins, bowls, and urinals with a germicidal detergent solution
 - b. Clean and refill restroom dispensers with supplies to be provided by the property owner
 - c. Wash and polish mirrors, powder shelved, bright work, including flush-o- meters, piping and toilet seat hinges.
 - d. Spot clean restroom walls, ceilings, and partitions
 - e. Remove all trash.
18. Kitchen
 - a. Clean all countertops.
 - b. Spot clean doors, refrigerators, and around light switches.

- c. Sweep and damp mop floor daily.
- d. Remove all trash, clean and refill restroom dispensers with supplies to be furnished by the property owner.

Weekly Services

1. Perform low dusting of chairs, bottoms of furniture and baseboards.

Monthly Services

1. Dust Venetian blinds.
2. Perform high dusting, such as tops of doorframes, partitions, vents and picture frames.
3. Machine scrub and wash all composition floors.
4. Wash all windows inside and out.

Mini Center (1824 Central Ave.)

General cleaning services, lasting approximately 1.5 hours per visit, will be conducted on a nightly, weekly, and monthly basis by the Site Supervisor and Crew members.

Nightly Services (Monday through Friday)

1. Sweep and/or dust, mop all floors using dust control sweeping mops.
2. Vacuum all carpets and rugs.
3. Spot carpet stains with rug spotter.
4. Dust desks, tables, chairs, filing cabinets, telephones, pen sets, bookcases and other office Equipment using special treated dust clothes (desks and tables covered with papers excepted).
5. Empty all wastebaskets and remove trash to pick-up area.
6. Damp wipe any glass top desks or counter tops.
7. Spot clean doors, doorframes, woodwork and around light switches.
8. Clean, polish and sanitize all drinking fountains.
9. Spot clean finger marks and smudges from walls.
10. Spot mop floors to remove spillage.
11. Sweep stairways.
12. Thoroughly clean all tabletops and chairs.
13. Sweep entranceway.
14. Clean all chalk trays and chalk boards.
15. Dust banister and handrails.
16. Remove gum from entranceways of building, walls, counters, tables, chairs and floor throughout the building.
17. Restrooms
 - a. Clean restroom floors, basins, bowls, and urinals with a germicidal detergent solution.
 - b. Clean and refill restroom dispensers with supplies provided by the property owner
 - c. Wash and polish mirrors, powder shelves, bright work, etc. including flush-o-meters, piping and toilet seat hinges.
 - d. Spot clean restroom walls, ceilings, and partitions.
 - e. Remove all trash.

Weekly Services

1. Perform low dusting of chairs, bottoms of furniture, baseboards, etc.

Monthly Services

1. Dust Venetian blinds.
2. Perform high dusting, such as tops of doorframes, partitions, vents and picture frames.
3. Machine scrub and wash all composition floors.
4. Wash all windows inside and out.

Public Safety Center (1443 N. Central Ave.)

General cleaning services, lasting approximately 30 minutes per visit, will be conducted on a nightly, weekly, and monthly basis by the Site Supervisor and Crew members.

Nightly Services (Tuesday and Thursday only)

1. Sweep and/or dust, mop all floors using dust control sweeping mops.
2. Dust desks, tables, chairs, filing cabinets, telephones, pen sets, bookcases and other office equipment using special treated dust cloths (desks and tables covered with papers excepted).
3. Empty all wastebaskets and remove trash to pick-up area.
4. Damp wipe any glass top desks or counter tops.
5. Spot clean doors, doorframes, woodwork and around light switches.
6. Spot clean finger marks and smudges from walls.
7. Spot mop floors to remove spillage.
8. Thoroughly clean all tabletops and chairs.
9. Sweep entranceway.
10. Remove gum from entranceway of center, walls, counters, tables, chairs and floor throughout the center.
11. Dust T.V. and wipe screen.

Weekly Services

1. Perform low dusting of chairs, bottoms of furniture and baseboards.

Monthly Services

1. Dust Venetian blinds.

Senior Center (1556 N. Central Ave.)

General cleaning services, lasting approximately 6 hours per visit, will be conducted on a nightly, weekly, and monthly basis by the Site Supervisor and Crew members.

Nightly Services (Monday through Friday)

1. Sweep and/or dust, mop all floors using dust control sweeping mops.
2. Vacuum all carpets and rugs.
3. Spot carpet stains with rug spotter.
4. Dust desks, tables, chairs, filing cabinets, telephones, pen sets, bookcases and other office equipment using special treated dust cloths (desks and tables covered with papers excepted).
5. Empty all wastebaskets and remove trash to pick-up area.
6. Damp wipe any glass top desks or counter tops.
7. Spot clean doors, doorframes, woodwork and around light switches.
8. Clean, polish and sanitize all drinking fountains.
9. Spot clean finger marks and smudges from walls.

10. Spot mop floors to remove spillage.
11. Sweep stairways.
12. Thoroughly clean all tabletops and chairs.
13. Sweep entranceway.
14. Clean all chalk trays and chalk boards.
15. Dust banister and handrails.
16. Remove gum from entranceways of building, walls, counters, tables, chairs and floor throughout the building.

I 7. Restrooms

- a. Clean restroom floors, basins, bowls, and urinals with a germicidal detergent solution.
- b. Clean and refill restroom dispensers with supplies provided by the property owner.
- c. Wash and polish mirrors, powder shelves, bright work, including flush-o- meters, piping and toilet seat hinges.
- d. Spot clean restroom walls, ceilings, and partitions.
- e. Remove all trash.

18. Kitchen

- a. Clean all countertops.
- b. Spot clean doors, refrigerator, and around light switches.
- c. Sweep and damp mop floor daily.
- d. Remove all trash.
- e. Wipe down delivery door to kitchen.

19. Library

- a. Dust all bookcases.
- b. Dust T.V. and wipe screen.

Weekly Services

1. Perform low dusting of chairs, bottoms of furniture and baseboards.

Monthly Services

1. Dust Venetian blinds.
2. Perform high dusting, such as tops of doorframes, partitions, vents and picture frames.
3. Machine scrub and wash all composition floors.
4. Wash all windows inside and out.
5. Vacuum draperies

Maintenance Yard (1900 Central Ave.)

General cleaning services, lasting approximately 1 hours per visit, will be conducted on a nightly, weekly, and monthly basis by the Site Supervisor and Crew members.

Nightly Services (Monday through Friday)

1. Restrooms

- a. Clean restroom floors, basins, bowls, and urinals with a germicidal detergent solution.
- b. Clean and refill restroom dispensers with supplies provided by the property owner.
- c. Wash and polish mirrors, powder shelves, bright work, including flush-o- meters, piping and toilet seat hinges.

- d. Spot clean restroom walls, ceilings, and floors.
 - e. Remove all trash.
2. Kitchen
- a. Clean all countertops.
 - b. Spot clean doors, refrigerator, and around light switches.
 - c. Sweep and damp mop floor daily.
 - d. Remove all trash.

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

- II.** As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:
- III.** In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:
 - 1. The Contractor is expected to establish and maintain a close working relationship with City Staff throughout the duration of the agreement.
 - 2. For the duration of the contract, the selected Contractor shall maintain the same Site Supervisor, as specified in the Proposal and approved by the City. In the event that the authorized Site Supervisor terminates employment, the Contractor shall make a demonstrated and concerted effort to maintain the Site Supervisor in the key managerial position, unless extreme conditions prohibit continuance. Any substitution of the Site Supervisor will require written City approval.
- 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:
 - 1. The consultant shall furnish and deploy the required personnel on a daily basis to ensure the timely and satisfactory completion of all tasks specified in this agreement.
 - 2. The selected contractor is required to maintain a minimum crew to ensure the provision of janitorial services as specified in this agreement.

ATTACHMENT B

SCHEDULE OF COMPENSATION

In compliance with the City of South El Monte' s Request for Proposal to provide Janitorial Services at this City Hall, Community Center and Boxing Center, Mini -Center, Public Safety Center, Senior Center and Maintenance Yard, this Contractor proposes to perform the services for the following fees, inclusive of all costs (including all overhead, materials, equipment, hourly labor rate, and all other miscellaneous direct and indirect costs):

I. Facilities

A. City Hall	_____	Per Month
B. Community Center & Boxing Center	_____	Per Month
C. Mini Center	_____	Per Month
D. Public Safety Center	_____	Per Month
E. Senior Center	_____	Per Month
F. Maintenance Yard	_____	Per Month

Total Monthly Cost _____

II. Supplemental Request Cost

A. Shampoo all carpet areas (Quarterly)

a. City Hall	_____
b. Community Center	_____
c. Mini Center	_____
d. Senior Center	_____

B. III. Special Clean-up Facilities

a. City Hall	_____
b. Community Center	_____
c. Mini Center	_____
d. Public Safety Center	_____
e. Senior Center	_____
f. Maintenance Yard	_____

C. Strip and Wax Gymnasium Floor _____

D. Clean Venetian Blinds _____

E. Clean Room Dividers _____

- 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 services performed describing the work performed.
- IV. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.
- V. Expenses. These rates are inclusive of all expenses. Contractor shall bear all other out-of-pocket expenses, or any other costs related to the performance of services pursuant to this Agreement and shall not seek reimbursement of such expenses from City.

ATTACHMENT C

AFFIDAVIT OF NON-COLLUSION

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

I state that:

- (1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) _____ (name of firm), its affiliates, subsidiaries,

officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

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

(Authorized Signature)

(Name of Company/Position)

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

Notary Public for California

My Commission Expires: _____

ATTACHMENT D

CLAIMS HISTORY

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

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

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

ATTACHMENT E

SPECIAL REQUIREMENTS

Insurance required under this Agreement shall be:

1. **Commercial General Liability Insurance** including bodily injury, property damage, personal injury, advertising injury and products/ completed operations, with a limit of not less than \$1,000,000.
2. **Automobile Liability** with a combined single limit of \$1,000,000.
3. **Workers' Compensation and Employer' s Liability Insurance** covering all Contractor's personnel performing the Services pursuant to this Agreement. Workers' Compensation insurance will be in accordance with the Workers' Compensation Law of the jurisdiction where the work is performed. Employer's Liability shall be provided with limits of not less than \$ 500, 000 each accident, \$500,000 each disease, and \$1,000,000 disease policy
4. **Umbrella/Excess Liability Insurance** to follow -form the terms and conditions set forth under Section 1, above with a limit of liability not less than \$ 5,000,000 each occurrence and annual aggregate.

ATTACHMENT F

SAMPLE PROFESSIONAL SERVICES AGREEMENT

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

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

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

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

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

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant’s rates as

specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

(Name)

(Title)

(Name)

(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response

to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of \$ _____

(_____ Dollars) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

7.8 Termination Prior to Expiration of Term.

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

7.9 Termination for Default of Consultant.

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

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs

the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Address: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 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

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 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

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

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NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

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

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

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

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

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

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

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

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

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



City Council Agenda Report

Agenda Item No. 7.f.

DATE: February 13, 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. 24-122, APPROVING PROJECT ACCEPTANCE AND NOTICE OF COMPLETION OF FISCAL YEAR (FY) 2022-23 RESIDENTIAL STREET REHABILITATION PROJECT

SUMMARY: On June 1, 2023, the Engineering Department solicited bids for the FY 2022-23 Residential Street Rehabilitation Project. The work asphalt roadway resurfacing (asphalt cold mill and overlay), asphalt pothole repairs, reconstruction of concrete curb ramps, sidewalks, curb and gutter at various locations and restoration of pavement markings and striping. The final cost for the construction work completed by All American Asphalt is \$934,248.18.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-122, accepting the completion of FY 2022-23 Residential Street Rehabilitation Project;
2. Authorize City Clerk to send the Notice of Completion for recordation to the Los Angeles County Recorder's Office; and
3. Release retention accordingly.

FISCAL/FINANCIAL IMPACT: The project was completed within the established budget, and there is no additional fiscal impact. The final cost for the construction work completed by All American Asphalt is \$934,248.18, which is within the approved contract amount.

DISCUSSION: On June 1, 2023, staff advertised Notice Inviting Bids for the Residential Street Rehabilitation Project.

On June 21, 2023, at 1:00 PM, eight (8) bids were received by the City. Out of eight bids received, All American Asphalt was found to be the lowest responsive bidder. The bid submitted by All American Asphalt was in the amount of \$922,222.00.

On June 27, 2023, the City Council awarded the construction contract to All American

Asphalt for \$922,222.00 and approved 15% contingency for a total construction budget of \$1,060,555.30.

In August of 2023, All American Asphalt began construction of the project per plans, specifications and bid documents per contract with the City. The work included asphalt roadway resurfacing (asphalt cold mill and overlay), asphalt pothole repairs, reconstruction of concrete curb ramps, sidewalks, curb and gutter at various locations and restoration of pavement markings and striping. The project has been completed within the contract schedule and budget. Therefore, staff recommends that City Council approve issuance of a Notice of Completion.

ATTACHMENT(S):

- A. Resolution No. 24-122
- B. Notice of Completion

ATTACHMENT A

RESOLUTION NO. 24-122

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ACCEPTING THE FISCAL YEAR (FY) 22-23 RESIDENTIAL
STREET REHABILITATION PROJECT AS COMPLETE AND
AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF
COMPLETION WITH THE LOS ANGELES COUNTY RECORDER

WHEREAS, the final cost for the construction work completed by All American Asphalt \$934,248.18, which is within the approved contract amount;

WHEREAS, the project was reviewed by City Staff and it is determined to be completed satisfactorily;

WHEREAS, it is recommended that City Council accept the project as Complete and authorize staff to file the “Notice of Completion” with the County Recorder’s Office for this project.;

THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1: The City Council hereby adopts and approves this resolution accepting the work performed by All American Asphalt for the FY 22-23 Residential Street Rehabilitation Project.

SECTION 2: The City council hereby authorizes the City Clerk to file a Notice of Completion with the Los Angeles County Recorder.

PASSED, APPROVED AND ADOPTED this 13th day of February 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. 24-122 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 13th day of February 2024 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF SOUTH EL MONTE
1415 Santa Anita Avenue
South El Monte, CA 91733

No fee pursuant to Gov't Code 27383

Space above this line for Recorder's use

NOTICE OF COMPLETION

Notice, pursuant to Civil Code Section 9204, must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner and corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is: CITY OF SOUTH EL MONTE
3. The full address of the owner is: 1415 Santa Anita Avenue, South El Monte, CA 91733
4. The nature of the title is: Fee
5. The full names and full addresses of all persons, if any, who hold this with the undersigned as joint tenants or as tenants in common are:

	NAMES	ADDRESSES
NONE		

6. The full names and full addresses of the predecessors in interest of the undersigned. IF the property was transferred subsequent to the commencement of the work or improvements herein referred to:

	NAMES	ADDRESSES
NONE		

7. A work of improvement on the property hereinafter described was completed on 10/9/2023. The work was: FY 22-23 Residential Street Rehabilitation Project.

8. The name of the contractor, if any, for such work of improvement was All American Asphalt 8/10/2023

(IF NO CONTRACTOR FOR WORK OF IMPROVEMENT AS A WHOLE, INSERT 'NONE') (DATE OF CONTRACT)

9. The property on which the work of improvement was completed is in South El Monte, County of Los Angeles, State of California, and is described as follows: City owned.

10. The street address of the property is NONE

(IF NO STREET ADDRESS HAS BEEN OFFICIALLY ASSIGNED, INSERT 'NONE')

Dated: _____

CITY OF SOUTH EL MONTE

By: _____
Rene Salas, City Manager

VERIFICATION

I, the undersigned, say: I am the City Manager of the City of South El Monte, the declarant of the foregoing notice of completion; I have read said notice of completion and know the content thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on: _____, at _____ (CITY) _____ (STATE)

(PERSONAL SIGNATURE OF THE INDIVIDUAL WHO IS SWEARING THAT THE CONTENTS OF THE NOTICE OF COMPLETION ARE TRUE.)



City Council Agenda Report

Agenda Item No. 7.g.

DATE: February 13, 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 RESOLUTION 24-123, REPEALING RESOLUTION NO. 22-83 AND AMENDING THE CITY OF SOUTH EL MONTE'S CONFLICT OF INTEREST CODE

SUMMARY: This agenda item intends to complete the Code Review of the City of South El Monte Conflict of Interest (COI) code. The last time the City of South El Monte ("City") revised its COI Code was on October 11, 2022. Since that time, there have been several new designated positions added. This change required the amendment of the City's COI Code. The City Clerk and Interim Director of HR/Risk Management worked with the City Attorney, Agency Directors, and officers to determine those positions requiring disclosure of financial interests.

RECOMMENDED ACTION: Staff recommends City Council proceed with the completion of the Code Review for the City and consider adopting Resolution No. 24-123, repealing Resolution No. 22-83 and amending the City's Conflict of Interest Code which formally codifies the revisions to the Code for the City.

FISCAL/FINANCIAL IMPACT: There is no fiscal impact.

DISCUSSION: Under the Political Reform Act (the "Act"), all public agencies are required to adopt a Conflict of Interest ("COI") Code and to periodically review and update the same. COI Codes designate positions required to file Statements of Economic Interests (Fair Political Practices Commission Form 700), and assigns disclosure categories specifying the types of interests be reported. Form 700s are public records intended to alert public officials and members of the public to the financial interests of the filers.

The COI Code for the City must specifically list positions that make or participate in making decisions. Typically, positions that involve voting on matters, negotiating contracts, or making recommendations on purchases without substantive review must be included in COI Codes. Positions listed in Government Code section 87200 (i.e., Mayor, Members of City Council, City Manager, City Attorney, City Treasurer and Members of Planning Commission, etc.) are not required to be included because these positions are

required to file Form 700s by state statute.

The primary purpose of the COI code is to require disclosure of those types of investments, interests in real property, sources of income and business positions that designated positions may affect in their decision-making. Cities are allowed to create particular categories that are unique to their special needs in order to allow for full disclosure and transparency within the city and its agencies. Consistent with the above, attached to this staff report is the COI Code for the City, which contains designated positions that have been determined to require disclosure of financial interests through the filing of a Form 700. The job classifications of the new, designated positions have been presented to City Council and are pending the review and approval of City Council. The amended COI Code shall be adopted subject to completion of meet and confer and/or impasse procedures with any affected employee organization.

No COI code shall be effective until it has been approved by the code reviewing body (Government Code Section 87303). The code reviewing body for the City is the City Council. As its own reviewing body, the City Council must first give notice of its intent to review and amend the conflict of interest code and afford a comment period. The notice and copy of proposed code were posted on December 7, 2023, at City Hall, Senior Center, the Community Center and the City's website for review by community members and City employees/officers affected by the proposed revisions.

The comment period commenced on December 7, 2023, and ended on December 11, 2023. During that time period, affected individuals had the opportunity to request a public hearing before the City Council concerning the proposed Code amendment.

ATTACHMENT(S):

- A. Resolution No. 24-123, Repealing Reso No. 22-83
- B. Notice posted 12-7-23

RESOLUTION NO. 24-XX

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL REPEALING RESOLUTION NO. 22-83 AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE AMENDING DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES

WHEREAS, the Political Reform Act, codified in Government Code Section 81000 *et seq.*, requires the City of South El Monte (“City”) to review its conflict-of-interest code biennially to determine if it is accurate or needs to be amended; and

WHEREAS, the Fair Political Practices Commission has adopted California Code of Regulations, Title 2, Section 18730, which contains the terms of a standard Conflict of Interest Code and can be incorporated by reference by local agencies, as may be amended by the Fair Political Practices Commission (“FPPC”) from time to time to conform to amendments to the Political Reform Act; and

WHEREAS, to ensure the City of South El Monte’s Conflict of Interest Code is in conformity with the Political Reform Act, the City has adopted by reference Section 18730 of Title 2 of the California Code of Regulations by resolution thereafter; and

WHEREAS, the City Council last amended the City’s Conflict of Interest Code on October 11, 2022 (Resolution No. 22-83); and

WHEREAS, a review of the City’s current Conflict of Interest Code indicates the need to add certain, designated positions for filing statements of economic interest and to amend certain disclosure categories; and

WHEREAS, the amended Conflict of Interest Code shall be adopted subject to completion of meet and confer and/or impasse procedures with any affected employee organization.

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

Section 1. In compliance with Government Code Section 87300, the City Council of the City of South El Monte hereby adopts the Conflict-of-Interest Code attached as “Exhibit A,” which adopts by reference the terms of Section 18730 of Title 2 of the California Code of Regulations, and any amendments thereto duly adopted by the Fair Political Practices Commission, together with the Attached Appendices “A” and “B,” as the City of South El Monte’s Conflict of Interest Code.

Section 2. This resolution supersedes any previous resolution which adopted a Conflict-of-Interest Code for the City of South El Monte.

Section 3. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book or original resolutions and it shall become effective immediately.

PASSED, APPROVED and ADOPTED this _____ day of _____ 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-XX duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the _____ day of _____ 2024 and that said Resolution was adopted by the following vote:

AYES: Councilmember(s):

NOES: Councilmember(s):

Donna G. Schwartz, City Clerk

CONFLICT OF INTEREST CODE

CITY OF SOUTH EL MONTE

SECTION 1. AUTHORITY. This Conflict-of-Interest Code is adopted pursuant to and in compliance with Section 87300 of the California Government Code.

SECTION 2. STANDARDIZED CODE ADOPTED. The terms of Section 18730 of Title 2 of the California Code of Regulations, and any amendments thereto duly adopted by the Fair Political Practices Commission (FPPC), are hereby incorporated by reference. This regulation, together with the attached Appendix “A,” in which officials and individuals holding designated position as specified, and Appendix “B,” in which disclosure categories are set forth, shall constitute the Conflict-of-Interest Code of the City of South El Monte.

SECTION 3. STATEMENTS. Individuals holding designated positions shall file statements of economic interest with the City Clerk, who shall be and will perform the duties of filing officer for the City of South El Monte. All newly designated positions shall file an initial statement within thirty (30) days after the effective date of the Conflict-of-Interest Code. The annual statement of economic interests shall be duly filed no later than April 1 (subject to change) of each calendar year.

SECTION 4. EFFECTIVE DATE. This code shall take effect immediately upon its approval by the City Council of the City of South El Monte.

**CITY OF SOUTH EL MONTE
DESIGNATED POSITIONS**

ARTICLE II FILERS (87200) *

Government Code Section 87200 et seq. [Regs. Section 18730(b)(3)]

City Council
City Manager
City Attorney
City Treasurer; and
Planning Commissioners

*Are not included as “designated positions” as the disclosure obligations for these positions are set forth by Government Code Section 87200, et. Seq. and filed with the Fair Political Practices Commission (FPPC).

POSITION**DISCLOSURE CATEGORY****ADMINISTRATION**

Assistant City Manager	1
Deputy City Manager	1
Assistant City Attorney	1
Director of Human Resources/Risk Management	1
Human Resources Administrative Assistant	1
Executive Assistant	1
Senior Executive Assistant/Community Liaison (to City Council)	1
Senior Executive Assistant (to City Manager)	1
Human Resources Analyst	1

CITY CLERK

City Clerk	1
------------	---

FINANCE

Finance Director	1
Accountant	2,3
Accounting Manager	1
Senior Accounting Specialist	2,3,4
Grants Coordinator	3

COMMUNITY DEVELOPMENT

Director of Community Development	1
Planning Manager	1
Planning Supervisor	1
Assistant Planner	2,5
Community Development Analyst	3,5
Senior Building Inspector	4,5

Housing Program Coordinator	3,5
Permit Technician	4,5

COMMUNITY SERVICES

Director of Community Services	1
Community Services Manager	1
Community Services Analyst	3,4,5
Recreation Manager	1
Recreation Supervisor	5
Transportation and Senior Services Manager	1
Senior Services Supervisor	5

PUBLIC WORKS

Director of Public Works	1
Public Works Maintenance Supervisor	1
Senior Public Works Analyst	2,3,5
Code Enforcement Officer/Public Safety Officer	4,5
Code Enforcement Supervisor	1

CONSULTANTS/NEW POSITIONS 1

Consultants and new positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

Consultant: An individual who contracts with or whose employer contracts with state or local government agencies and who make, participates in making, or acts in a staff capacity for making governmental decisions.

The city manager or designee **may** determine in writing that a particular consultant or new position, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section (Appendix “B”). Such written determination shall include a description of the consultant’s or new position’s duties and, and based upon that description, a statement of the extent of disclosure requirements. The city manager or designee’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Government Code Section 81008.)

NEW BOARDS/COMMISSIONS 1

Other than those which are solely advisory, must file under full disclosure.

AGENCIES

Successor Agency to the South El Monte Improvement District
South El Monte Public Financing Authority
South El Monte Parking Authority

Filing obligations for individuals holding these positions are contained in Government Code
Section 87200-87210

DISCLOSURE CATEGORIES

CATEGORY 1 – Full Disclosure

Reportable - All investments, business positions in business entities, sources of income (including receipt of gifts, loans and travel payments) and interest in real property located in and within two miles of the boundaries of the jurisdiction (City of South El Monte).

CATEGORY 2 – Purchasing/Services (Limited Disclosure)

Reportable - All investments, business positions in business entities, and sources of income (including loans, gifts and travel payments) if the business entity or source provides leased facilities, products, equipment, vehicles, machinery or services (including training or consulting services) of the type utilized by the City of South El Monte.

CATEGORY 3 – Grant Funding (Limited Disclosure)

Reportable – All investments and business positions in business entities and sources of income (including loans, gifts and travel payments) if the business entity or source is of the type to receive grants or other funding from or through the City of South El Monte.

CATEGORY 4 – Regulatory/Licenses/Permits/ IT/Auditors (Limited Disclosure)

Reportable – All investments and business positions in business entities and sources of income (including loans, gifts and travel payments):

- If the business entity or source is subject to the City of South El Monte’s regulatory, permit or licensing authority.
- If the business entity or source provides information technology or telecommunications goods, products or services including computer hardware or software companies, computer consultant services, IT training companies, data processing firms and media services.
- If the business entity or source is, or was, during the current legislative session, registered as a “lobbyist,” lobbying firm,” or “lobbyist employer.”
- If the business entity or source was the subject of an assignment during the reporting period.

CATEGORY 5 – Services (Limited Disclosure)

Reportable - All investments, business positions in business entities, and sources of income if the business entity or source provides:

- Services, supplies, materials, or equipment of the type utilized by the Department of Public Works or used in the rehabilitation of public or private property under programs administered by the City.

- Services, supplies, materials, or equipment of the type utilized by the Department of Public Works or used in the repair or maintenance of City vehicles, buildings, streets, landscaped facilities.
- Services, supplies, materials, or equipment of the type utilized in providing or supervising special events and recreational, sporting, aquatic, or drop-in programs.
- Services, supplies, materials, or equipment of the type utilized by the South El Monte Senior or Community Center.

ATTACHMENT B



NOTICE OF INTENTION TO AMEND CONFLICT-OF-INTEREST CODE

NOTICE IS HEREBY GIVEN that the City of South El Monte City Council intends to consider adoption or amendment of the conflict-of-interest code pursuant to Government Code Sections 87300 and 87306. Pursuant to Government Code Section 87302, the code will designate employees who must disclose certain investments, income, interests in real property and business positions, and who must disqualify themselves from making or participating in the making of governmental decisions affecting those interests.

A written comment period has been established commencing December 7, 2023 and terminating on December 11, 2023. Any interested person may present written comments concerning the proposed code no later than the close of business on December 11, 2023 to the City of South El Monte City Clerk's Office, which is located at 1415 Santa Anita Avenue, South El Monte, CA 91733. No public hearing on this matter will be held unless any interested person or his or her representative requests, no later than one (1) day prior to the close of the written comment period, a public hearing.

The Conflict of Interest Code has been updated to include new positions. Certain positions will have greater disclosure responsibilities in an effort to ensure the City is as transparent as possible in its dealings with the citizens of South El Monte.

Copies of the proposed code may be obtained from the City of South El Monte City Clerk's Office at 1415 Santa Anita Avenue, South El Monte, CA 91733. Any inquiries concerning the proposed code should be directed to Donna Schwartz, City Clerk, at (626) 579-6540, ext. 3280.

This notice shall be posted at City Hall, Senior Center, Community Center and the City's website for review by community members and City employees/officers affected by the proposed revisions.

Dated: December 7, 2023

Donna Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 7.h.

DATE: February 13, 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. 24-124, AWARDING A PROFESSIONAL SERVICES AGREEMENT (PSA) TO BEAR ELECTRICAL SOLUTIONS, INC FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

SUMMARY: Staff seeks City Council approval to award a Professional Services Agreement (PSA) to Bear Electrical Solutions, Inc. for Traffic Signal Maintenance Services.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-124, awarding a PSA to Bear Electrical Solutions, Inc. for Traffic Signal Maintenance Services, in the amount of \$157,500; and
2. Authorize the City Manager to execute agreement.

FISCAL/FINANCIAL IMPACT: The total contract amount for the three (3) year term will not exceed \$157,500, with an annual cap of \$52,500 per fiscal year. In the approved budget for FY 2023–24, funding has been allocated by the City Council for Traffic Signal Maintenance Services, with funding drawn from the Gas Tax Fund.

DISCUSSION: On November 14, 2023, the City Council approved a Request for Proposals (RFP) for traffic signal maintenance services to provide routine preventive maintenance, scheduling repairs, and emergency repairs to traffic signals, traffic signal equipment, safety street lights, flashing beacons, speed feedback signs, and other related equipment by duly trained and qualified personnel. Staff issued the RFP and set the due date for December 13, 2023. In response to the City's RFP, proposals were received from four (4) contractors:

- Bear Electrical Solutions, Inc.
- Crosstown Electrical & Data, Inc.
- Econolite Systems

- Yunex Traffic

The four (4) 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 Crosstown Electrical & Data, Inc. and Econolite Systems failed to submit all of the required information as specified in the RFP. Bear Electrical Solutions, Inc. and Yunex Traffic fully complied with the submission requirements as stipulated in the RFP by the City.

Below is a table for the two proposals showing service rates:

Service Description	Yunex Traffic	Bear Electrical Solutions, Inc.
Flat Rate Maintenance Schedule		
Preventive Maintenance	\$30,960	\$2,300
Scheduled Repair Services		
Replace Type A Detector Loop (per loop)	\$750-\$850	\$600-\$800
Replace Type D Detector Loop (per loop)	\$750-\$850	\$650-\$800
Replace Video Detection Unit (per unit)	\$2,950	\$6,000
Vehicular LED Face Replacement (per face)	\$225	\$125
Pedestrian LED Face Replacement (per face)	\$325	\$230
Replace Pedestrian Push Button (per button)	\$275	\$105
Emergency Response Services		
Traffic Signal Foreman	\$168	\$145
Transportation Systems Electrician	\$158	\$130
Transportation System Technician	\$134	\$125
Traffic Signal Grounds man	\$118	\$95
Sound and Communication Technician	N/A	\$135
Laboratory Technician	N/A	\$135
Operator	N/A	\$130
Vehicles and Equipment		
Personnel Vehicle (per hour)	\$5	\$25
Pickup Truck	\$30	\$25
Service Truck	\$35	\$35
Service/Ladder Truck	N/A	\$35
Boom/Ladder Truck	N/A	\$65
Crane Truck	\$65	\$250
Altec/Tesla Truck	\$35	\$125

Concrete Saw	\$1	\$10
Paint Rig Truck	\$35	\$35
Air Compressor	\$5	\$5
Water Truck	\$35	\$15

Staff reviewed the proposals and determined that the proposal from Bear Electrical Solutions, Inc. submitted the lowest responsive bid and demonstrated the best understanding of the requested services. In its proposal, Bear Electrical Solutions, Inc. demonstrated significant experience in similar projects, providing around-the-clock electrical maintenance services to 90 public municipalities and maintaining 7,000 traffic signal lights. Bear Electrical Solutions, Inc.'s proposal also provides access to a proprietary maintenance record system, allowing City Staff to view service calls and work performed in real-time.

Staff reached out to the references listed in Bear Electrical Solutions, Inc.'s proposal, which included the cities of Tustin, Mission Viejo, San Juan Capistrano, and Monterey Park. Positive feedback was received regarding the quality of work provided by Bear Electrical Solutions, Inc. Additionally, City staff held a meeting with Bear Electrical Solutions, Inc.'s management team to meet the staff that will be assigned to the City. During the meeting, the proposed team and project manager showcased the requisite qualifications and experience.

Staff recommends awarding the Professional Services Agreement for Traffic Signal Maintenance Services to Bear Electrical Solutions, Inc. The Professional Services Agreement is for a term of three (3) years, starting February 14, 2024, through February 13, 2027. The City retains the sole discretion to renew for up to two (2) additional one-year terms from July 1st through June 30th.

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

ATTACHMENT(S):

- A. Resolution No. 24-124, Awarding PSA to Bear Electrical Solutions Inc
- B. Agreement
- C. South El_Monte Traffic Signal PRICING

ATTACHMENT A

RESOLUTION NO. 24-124

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AWARDING A PROFESSIONAL SERVICE AGREEMENT TO BEAR ELECTRICAL SOLUTIONS, INC FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

WHEREAS, on November 14, 2023, the City Council authorized staff to issue a Request for Proposals (RFP) for Traffic Signal Maintenance Services; and

WHEREAS, on November 15, 2023, City staff issued a Request for Proposal (RFP) for Traffic Signal Maintenance Services with a proposal due date of December 13, 2023; and

WHEREAS, the City received four (4) proposals from Bear Electrical Solutions, Inc.; Crosstown Electrical & Data, Inc.; Econolite Systems; and Yunex Traffic; and

WHEREAS, Bear Electrical Solutions, Inc., demonstrated significant experience in similar projects, providing around-the-clock electrical maintenance services to 90 public municipalities and maintaining 7,000 traffic signal lights; and

WHEREAS, City staff contacted Bear Electrical Solutions, Inc's references including the cities of Tustin, Mission Viejo, San Juan Capistrano, and Monterey Park and received positive feedback on the quality of the work provided by Bear Electrical Solutions, Inc; and

WHEREAS, the City evaluated the proposals and determined that Bear Electrical Solutions, Inc., was the most qualified pursuant to the City's purchasing policy and its proposal demonstrated the best understanding of the requested services and offered the best price and quality for the City's needs; and

WHEREAS, the contract amount will not exceed \$157,500 during the three (3) year contract term with a \$52,500 not-to-exceed amount per fiscal year.

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

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

SECTION 2: Upon reviewing the proposals submitted for Traffic Signal Maintenance Services, the City Council hereby finds that Bear Electrical Solutions, Inc. has submitted the most qualified proposal pursuant to the City's purchasing policy.

SECTION 4: The City Council hereby authorizes and directs the City Manager to take all actions necessary to effectuate and execute a professional services agreement with Bear Electrical Solutions, Inc. for Traffic Signal Maintenance Services, substantially in the form attached to the staff report and subject to review and approval by the City Attorney as to form, and consistent with the scope of the City Council’s approval of this matter as set forth in the staff report including all contingency amounts and necessary approvals by the City for the work herein.

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

PASSED, APPROVED AND ADOPTED this 13th day of February 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. 24-124 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 13th day of February 2024 and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

BEAR ELECTRICAL SOLUTIONS, INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
BEAR ELECTRICAL SOLUTIONS, INC.**

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 BEAR ELECTRICAL SOLUTIONS, INC., 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 said services.

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant’s Proposal.

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

1.3 Compliance with Law.

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

1.4 California Labor Law.

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

1.5 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.

1.6 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 the manner in which 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 involves work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions thereupon existing, prior to the 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 City’s Contract Officer.

1.7 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, 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.

1.8 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 services of the other.

1.9 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 of this Agreement or make changes including, altering, adding to, or deducting from said Scope of Services. No such extra work may be undertaken unless a written order is first given by the City's Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. 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 of this Agreement. 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.

1.10 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 Fifty Seven Thousand Five Hundred Dollars (\$157,500.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9. The annual not-to-exceed amount for the initial three (3) year term of this Agreement shall be Fifty Two Thousand Five Hundred Dollars (\$52,500.00).

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 City's 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. Consultant acknowledges and agrees that coordination of its performance of work with City is a critical component of the services rendered. Consultant further acknowledges and agrees that 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 the City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this 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 subcontractor 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 the City's "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 City's Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”). The City may, in its sole discretion, extend the Term for two (2) additional one-year terms.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

<u>Andrew Bader</u>	<u>CFO/VP</u>
(Name)	(Title)

<u>Robert Asuncion</u>	<u>VP</u>
(Name)	(Title)

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

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 decision-making authority in regards to the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing of their numbers, 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 said 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, and \$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 Insurance (Errors & Omissions). 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 in the minimum amount of \$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 as detailed 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 the City’s Risk Manager prior to the commencement of the performance of services of this Agreement. 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, from Consultant, 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 performed 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 insurance policy 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 either be promptly reimbursed by Consultant or the City will withhold payment amounts sufficient to pay the insurance premium from Consultant payments. In the alternative, the City may terminate this Agreement in its entirety.

(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 advance 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 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 a 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 timely submitted to City for review.

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

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

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

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

5.3 Indemnification.

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

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

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

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

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer requires. 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, City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys’ 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, requests for documents, interrogatories, requests for admission or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. 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, City's right to review does not imply or provide City with the right 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 obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine, in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of \$500.00 (Five Hundred Dollars) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided for 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 for 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 is 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 City's 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 their 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 and/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 acknowledges 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:
ALESIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

BEAR ELECTRICAL SOLUTIONS, INC., a California corporations

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: 1252 State Street
Alviso, CA 95002

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 SANTA CLARA COUNTY

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

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF SANTA CLARA COUNTY

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.

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DESCRIPTION OF ATTACHED DOCUMENT

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☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant shall perform all services listed in the attached Request for Proposals (RFP) to provide Traffic Signal Maintenance Services in the City and will perform the following Services:

A. General Description

- a. The Consultant shall provide routine preventive maintenance, scheduled repairs, and emergency repairs to traffic signals, traffic signal equipment, safety street lights, flashing beacons, speed feedback signs, in-pavement flashing crosswalk lights, and other related equipment by duly trained and qualified personnel.
- b. The Consultant shall also perform Underground Service Alerts (USA) at the direction of the City. All preventive maintenance, scheduled repairs, and USA will be billed at an established flat rate, with additional emergency work/unscheduled repair paid at hourly labor rates and vehicle and equipment rates, in accordance with the Schedule of Compensation at Exhibit “C.”
- c. An inability to provide routine preventive maintenance to each traffic signal, safety street light, speed feedback signs, in-pavement flashing crosswalk lights, and flashing beacon may cause the Consultant to be subject to liquidated damages.
- d. The Consultant shall provide and maintain emergency service response for the City’s traffic signals, safety street lights, speed feedback signs, in-pavement flashing crosswalk lights, and flashing beacons on a twenty-four (24) hour a day, seven (7) days per week basis, including all holidays.
- e. The Consultant must provide vehicle(s) to be used by the Consultant’s employees which shall be equipped with a permanently mounted arrow board; warning beacon/strobe lights; traffic cones; construction warning sign; a hydraulic bucket capable of reaching a height of at least twenty-eight (28) feet from the roadway surface; necessary computer laptop for programming, maintenance and testing of traffic signal controllers and various equipment; and communications equipment for dispatch. All of the Consultant’s employees working within the boundaries of the City shall be equipped with a communications device capable of appropriate communications for extended periods of time with the Consultant’s shop or with City staff.
- f. The Consultant must possess, and have readily available in functioning order, all required tools, equipment, apparatus, facilities, and materials needed to perform all work necessary to maintain and repair the traffic

signals, safety street lights, flashing beacons, and speed feedback signs in the City in compliance with current Caltrans and County of Los Angeles standards and specifications. All excess materials and equipment in the Consultant's inventory shall be the property and responsibility of the Consultant until such materials or equipment is used or installed in the City. Please note that the Consultant purchases the equipment and installs them for the City. After installation, equipment becomes City property.

- g. The Consultant shall furnish temporary flashing beacons and other (portable) replacement equipment for non-operational traffic signals. Consultant furnished temporary spare equipment shall be equivalent to the component being replaced in manufacture, make, and model. The Consultant shall provide traffic control/lane closures that conform to Federal Highway Administration (FHWA) – California Manual on Uniform Traffic Control Devices (CAMUTCD), as well as any other federal, state, and local regulations governing traffic controls/signals.
- h. The Consultant shall cooperate with the City in recalibrating traffic signal coordination timing and progression. The Consultant shall change the timing of traffic signal only upon the advance written approval of the City. During emergency conditions, the Consultant shall fully cooperate with the City employees and other impacted agencies.

B. Maintenance Requirements

a. Preventative Maintenance

- i. The Consultant shall provide a routine, comprehensive preventive maintenance program designed to minimize the incidence of outages and malfunction; reduce complaints; and extend the useful life of the traffic signal equipment. The Consultant will be required to furnish and use a preventive maintenance checklist form approved by the City. The Consultant shall provide one electronic copy of the maintenance checklist to the City following each inspection, to maintain a copy of the checklist in the traffic signal controller cabinet, and to maintain a copy of the maintenance checklist at the Consultant's office of records. The program shall include monthly inspections of each signalized intersection.
- ii. At a minimum, the following shall be performed:
 - 1. Walk the intersection and visually inspect all signal heads for proper operation, alignment, broken lenses, and missing parts. Depress all pedestrian push buttons and observe the proper timing and display.
 - 2. Examine the functioning of the traffic signal controller in relation to the traffic.

3. Observe and check for proper operation of the detector loops and amplifiers. Adjust or re-tune detector amplifiers and correct substandard splices as necessary. For intersections with video detection, verify camera operation by monitoring the vehicle call on the video controller unit. Also, verify the calls going to the detector call page in the controller.
4. Inspect all relays, switches, and terminals, etc. and replace or make adjustments as necessary.
5. Check and adjust fan operation. Check the filter for tight fit and tape if required. Clean and vacuum the cabinet as necessary. Examine cabinet interior for water, excessive dampness and plant or animal intrusion.
6. Inspect battery backup system (if the signal is equipped with such unit) to ensure unit is fully charged. Check all battery connections to ensure they are clean and secure.
7. Perform a night time check of safety lights and illuminated street name signs at all signalized intersections.

b. Scheduled Repair

The Consultant shall investigate and determine the corrective requirements for each reported malfunction, failure, or outage of the traffic signal system. The equipment and components shall include, but are not limited to the following elements: Incandescent Lamps, Light Emitting Diode (LED) signal faces, Conflict Monitors, Internally Illuminated Street Name Sign Tubes, LED Illuminated Street Name Signs, Signal Safety Lights, Load Switches, Detector Amplifiers, Transfer Switches, Flasher Switches, Breaker Switches, Ballasts, Starters, Sockets, Fuses, Fuse Holders, Photoelectric Cells, Signal and Safety Light Wiring in Poles, etc.

Assisting the City for special events or for City construction projects, as necessary to implement revised traffic signal timing and phasing for changed traffic conditions.

This work shall be performed in accordance with the unit cost provided at Exhibit "C," Schedule of Compensation. For any work not covered at Exhibit "C," the Consultant shall submit a cost proposal to the City prior to performing any corrective work. The City reserves the right to furnish supplies, materials, and install equipment required for performance of the work.

c. Emergency Response Work

The City may request that the Consultant perform emergency response work on the traffic control system. The Consultant shall provide and maintain emergency service response on a twenty-four (24) hour a day, seven (7) days per week basis (24/7), including all holidays. This work shall be performed on a time and materials basis in accordance with the Schedule of Compensation at Exhibit "C." Prior to rendering Services under this Agreement, the Consultant shall provide the City with a contact name and phone number of personnel responsible for 24/7 services.

i. Emergency Response Work may include, but is not limited to the following:

1. Repairs to downed signal heads, poles, signal on flash, signal blackout, burned-out lamps, damaged controller and cabinet, damaged illuminated street name signs, damaged inductive loops, sensing elements, pedestrian push buttons, electroliers, pedestrian signal heads, wiring, and other operational equipment related issues.

ii. Equipment for Emergency Work

1. Repair, replace or otherwise render in good working order any and all defective parts of the traffic signal equipment with like make and model parts. Whenever traffic signal equipment is removed or repaired, the City representative shall be notified by phone and email within twenty-four (24) hours.
2. The Consultant shall cover the cost of replacing any parts to the traffic signal system. The City shall reimburse the Consultant for materials used for repairs, in an amount equal to the cost of the materials including an agreed mark-up price.
3. Notify the City representative in advance of any traffic signal deactivations (by phone and email) that may be required to provide the required services. Traffic signal deactivations shall not be scheduled without the written approval of an authorized representative of the City. All traffic signal controller equipment shall be maintained as recommended by the manufacturer.
4. The Consultant, at its own cost, shall place barricades, remove all debris, and properly dispose of all damaged components.

d. Maintenance Records

Consultant shall create and maintain an inventory list of the equipment in the controller cabinet at each location. The inventory shall include the model, manufacturer, serial number, and quantity of each piece of equipment and installation date. The inventory list shall be continuously updated and a copy shall be furnished to the City upon City's request in a Microsoft Excel spreadsheet.

Consultant shall maintain a copy of the Preventive Maintenance Inspection Form, previously approved by the City, at each intersection. The checklist shall be completely filled out during each routine maintenance inspection and during any time repairs are made to the controller or any related equipment in the controller cabinet or the signal equipment at the intersection (detector loops, pedestrian heads, signal heads, lenses, lamps and signal poles, etc.).

A printout of the signal control database shall be kept in each controller cabinet. Timing changes shall be indicated on the printout. Only the City's representative shall authorize timing changes except that the Consultant may make changes required on a temporary basis due to maintenance operations or to maintain a satisfactory signal operation when there is a detection failure. Said changes shall be promptly reported to the City by the Consultant.

e. Monthly Activity Report

The Consultant shall provide a computerized monthly activity report to the City by the fifteenth (15th) working day of each month for the previous month's activities. The report shall be provided both as a printout and as a Microsoft Excel Spreadsheet compatible computer file transmitted by e-mail and attached to the monthly invoice. No payment will be made without submittal of the report. The report shall include:

- i. Preventive Maintenance: Time and date the preventive maintenance was performed.
- ii. Scheduled Repairs: A complete record of all work that was performed on the traffic signal equipment during the previous month including the date and time, make, model, and serial number of any major components or other equipment that was newly installed at each intersection.
- iii. Emergency Response Work: Time the service calls were received, time arrived at the intersection, the response time, nature of the problem, the number of hours spent for each repair, materials used, whether the activity is related to accident or vandalism, and a special listing of intersections with three or more calls in one month.

f. Response and Service

The Consultant shall provide response and service on a twenty-four (24) hour, seven (7) day per week basis. Immediate action shall be taken to safeguard the public any time a signal installation becomes partly or totally inoperative from any cause whatsoever. Prior to beginning any work pursuant to this Agreement, the Consultant shall provide the City with a contact name and phone number of personnel responsible for 24/7 services. The maximum response times shall be as follows:

- i. Emergency and accident maintenance – one (1) hour
- ii. Replacement of burned out signal faces – two (2) hours
- iii. All other signal maintenance – twenty-four (24) hours
- iv. Safety Lighting (e.g., traffic lights, including lights on top of the signal pole) – twenty-four (24) hours
- v. Illuminated Street Name Signs – forty-eight (48) hours

A traffic signal on flash, signal blackout not caused by a power outage, and any malfunction of pedestrian signals shall constitute an emergency. The City may extend the maximum response time for maintenance on a case-by-case basis if the signal remains operational in a satisfactory manner and the condition poses no immediate hazard to the public.

Failure to meet the response time requirements by the Consultant shall be sufficient cause for the City to authorize maintenance to be completed by others and deduct the costs of said maintenance from payments due to the Consultant. Repetitive failure to meet response times shall be deemed sufficient cause for the City to terminate the contract.

g. Signal Shut Down and Signal on Flash

The Consultant shall immediately notify the City's Public Works Department, LA County Sheriff Department, and LA County Fire Department of any signal turn-offs or signal on flash necessitated by their operation. Signal shut down of any duration and signal on flash operation in excess of fifteen (15) minutes must be first authorized by the Public Works Department.

h. Spare Equipment

The Consultant shall maintain adequate storage and shop facilities and sufficient stock of spare parts and signal equipment to affect maintenance to the signals. The Consultant shall maintain at least one fully tested standby controller that is compatible with the City's system. The Consultant will own and maintain all spare parts until installation in the City.

i. Salvaged Equipment

The Consultant shall deliver any salvaged or salvageable equipment or material to the location in the City as directed by the Public Works Department. Any material or equipment declared non-salvageable by the Public Works Department shall be taken from the City and disposed of properly by the Consultant and Consultant's cost. Components such as mast arms and luminaries that are undamaged may be reused at the direction of the City.

j. New Traffic Signals

The Consultant shall maintain new traffic signals, safety lights, speed feedback signs, in-pavement flashing crosswalk lights, flashing beacons, and appurtenant devices as they are being installed, or become a part of the maintenance requirements of the City. As requested by the City, the Consultant shall provide support and review of new traffic signal turn-ons.

k. Other Devices

The Consultant will be required to maintain any additional beacons, speed feedback signs, in-pavement flashing crosswalk lights, and appurtenant devices as they are installed in the City.

The maintenance of flashing beacons, flashing crosswalks, and speed feedback signs will be conducted on an as needed basis and with the City's prior authorization.

The maintenance and inspection of flashing beacons, flashing crosswalks, and electronic speed feedback signs shall include, but not limited to:

- i. Clean cabinet inside and outside, and remove any foreign material.
- ii. Check power supply voltage, solar equipment, and replace any batteries as needed.
- iii. Check settings for on/off timing, flashing rate, flashing duration, and time of day.
- iv. Maintain all digital time clocks to National Institute of Standards and Technology (NIST) of the U.S. Department of Commerce time.
- v. Inspect each pole, head, traffic control sign, etc., and remove foreign material.
- vi. Special attention shall be given to update Holidays, Daylight Savings Time, and shut-down periods.

- vii. Replace damaged or malfunctioning lamps, LED indications, in-road warning lights (IRWL), detection bollards, and pressure pads meeting manufacturer's specifications with prior approval by the Director of Public Works or their designee.

C. Underground Service Alert (Dig Alert) Monitoring

The Consultant will be required to adequately mark all traffic signal conduits, traffic signal interconnect/communication lines, and equipment as well as street lights on behalf of the City in accordance with the California Government Code Section 4216 et seq. The City's designated representative will monitor notifications submitted by Underground Service Alert (USA) to the City, and will furnish applicable notifications to a representative of the Consultant to coordinate the markings of any signalized intersections that may be scheduled for construction work or excavations as evidenced by notification from USA. The Consultant shall establish a process for monitoring and tracking the marking of any affected intersections; an Intersection Record Log shall be created, with the USA notification and corresponding action noted in the controller, with a copy provided to the City. The Consultant shall assume all liability for satisfying the City's obligations to adequately identify underground structures in accordance with this law.

Compensation for providing USA –Dig Alert services identified above will be paid at a flat rate per occurrence in accordance with the Schedule of Compensation at Exhibit "C."

D. Working Day

The Consultant's working day activities for preventive maintenance and scheduled repairs shall be limited to the hours of 7:00 AM and 5:30 PM, Monday through Thursday, excluding designated City holidays. Deviations from normal working hours will not be allowed without prior written consent of the City.

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

- A. Consultant shall create and maintain an inventory list of the equipment in the controller cabinet at each location. The inventory shall include the model, manufacturer, serial number, and quantity of each piece of equipment and installation date. The inventory list shall be continuously updated and a copy shall be furnished to the City every four (4) months in a Microsoft Excel spreadsheet or at the request of the City.
- B. The Consultant shall provide a computerized monthly activity report to the City by the fifteenth (15th) working day of each month for the previous month's activities. The report shall be provided both as a printout and as a Microsoft Excel Spreadsheet compatible computer file transmitted by e-mail and attached to the monthly invoice. No payment will be made without submittal of the report. The report shall include:

- a. Preventive Maintenance: Time and date the preventive maintenance was performed.
- b. Scheduled Repairs: A complete record of all work that was performed on the traffic signal equipment during the previous month including the date and time, make, model, and serial number of any major components or other equipment that was newly installed at each intersection.
- c. Emergency Response Work: Time the service calls were received, time arrived at the intersection, the response time, nature of the problem, the number of hours spent for each repair, materials used, whether the activity is related to accident or vandalism, and a special listing of intersections with three or more calls in one month.

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. Consultant shall provided additional status reports upon City's request.

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

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

- A. Brent Paulson, VP of Operations
- B. Robert Asuncion, TE, VP of Sales/Traffic Engineer
- C. Kyle Nasser-Reis, Project Manager
- D. Ralph Murillo, Field Superintendent
- E. David A. Vasquez, Fiber Optics Sr. Technician

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***.

None.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

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

FLAT RATE MAINTENANCE SCHEDULE				
Description	Quantity	Unit	Unit Price	Total Annual Amount
Preventative Maintenance (Traffic Signal System: Includes safety lights & illuminated street name signs)	25	Per intersection	\$85.00	\$2,125.00
Preventative Maintenance (Speed Feedback Signs)	4	Per Location	\$25.00	\$100.00
Underground Service Alert—USA (Dig Alert Service)	N/A	Per Occurrence	\$75.00	\$75.00
Total				\$2,300.00
SCHEDULED REPAIR SERVICES				
Description	Unit	Unit Price		
Replace Type A Detector Loop (1 to 4 loops)	Per Loop	\$800.00		
Replace Type A Detector Loop (5 or more loops)	Per Loop	\$650.00		
Replace Type D Detector Loop (1 to 4 loops)	Per Loop	\$800.00		
Replace Type D Detector Loop (5 or more loops)	Per Loop	\$650.00		
Replace Video Detection Unit	Per Unit	\$6,000.00		
Vehicular LED Face Replacement	Per Face	\$125.00		
Pedestrian LED Face Replacement	Per Face	\$230.00		

Replace Pedestrian Push Button	Per Button	\$105.00	
EMERGENCY RESPONSE SERVICES			
Position	Hourly Straight Time	Hourly Overtime	
Electrician Foreman (IMSA Level 3, supervisory role leading crew of 2 or more for specific work task)	\$145.00	\$205.00	
Electrician Journeyman (IMSA Level 2 Technician)	\$130.00	\$170.00	
Traffic Signal Technician (IMSA Level 2 Technician performs basic repairs)	\$125.00	\$165.00	
Sound and Communication Technician (Interconnect, fiber, low voltage work performs cable splicing/fusion/testing)	\$135.00	\$175.00	
Laboratory Technician (IMSA Bench certified performing off-site testing and repair of electrical components)	\$135.00	\$175.00	
Operator (Operates heavy equipment, crane)	\$130.00	\$170.00	
Laborer (Utility underground work digging, general labor work directed by foreman)	\$95.00	\$135.00	
EMERGENCY RESPONSE SERVICES CONTINUED			
Description	Unit	Unit Price	
Personnel Vehicle	Per Hour	\$25.00	
Pickup Truck	Per Hour	\$25.00	

Service Truck	Per Hour	\$35.00	
Service/Ladder Truck	Per Hour	\$35.00	
Boom/Ladder Truck	Per Hour	\$65.00	
Crane Truck	Per Hour	\$250.00	
Altec/Tesla Truck	Per Hour	\$125.00	
Concrete Slaw	Per Hour	\$10.00	
Paint Rig Truck	Per Hour	\$35.00	
Air Compressor	Per Hour	\$5.00	
Water Truck	Per Hour	\$15.00	
Total Annual Not-to-Exceed Amount			\$52,500.00
Total Contract Sum			\$157,500.00

- 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.**

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

Preventative Maintenance

Consultant shall provide monthly inspections of each signalized intersection.

Scheduled Repair

Consultant shall perform this service on an on-call basis as set forth in Exhibit A.

- A.** Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
- B.** Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task (“Task Budget”); explain how the cost was determined; and a schedule for completion of the task (“Task Completion Date”); which shall all collectively be referred to as the “Task Proposal”.
- C.** Contract Officer shall in writing approve, modify or reject the Task Proposal.
- D.** City and Consultant may reach a mutually agreed-upon completion date for the Task Proposal depending on the tasks and the City’s requirements.
- E.** Contract Officer may issue a Notice to Proceed in the event City and Consultant cannot reach a mutually agreed-upon completion date for the Task Proposal.
- F.** The task shall be performed at a cost not to exceed the Task Budget.
- G.** Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

Underground Service Alert (Dig Alert) Monitoring

Consultant shall perform this service on an on-call basis as set forth in Exhibit A.

- A. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
- B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"); explain how the cost was determined; and a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".
- C. Contract Officer shall in writing approve, modify or reject the Task Proposal.
- D. City and Consultant may reach a mutually agreed-upon completion date for the Task Proposal depending on the tasks and the City's requirements.
- E. Contract Officer may issue a Notice to Proceed in the event City and Consultant cannot reach a mutually agreed-upon completion date for the Task Proposal.
- F. The task shall be performed at a cost not to exceed the Task Budget.
- G. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

Emergency Work

Consultant shall provide and maintain emergency service response of the City's traffic signals, safety street lights, speed feedback signs, in-pavement flashing crosswalk lights, and flashing beacons on a twenty-four (24) hour a day, seven (7) days per week basis, including all holidays.

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

- A. Consultant shall create and maintain an inventory list of the equipment in the controller cabinet at each location. The inventory shall include the model, manufacturer, serial number, and quantity of each piece of equipment and installation date. The inventory list shall be continuously updated and a copy shall be furnished to the City every four (4) months in a Microsoft Excel spreadsheet.
- B. The Consultant shall provide a computerized monthly activity report to the City by the fifteenth working day of each month for the previous month's activities. The report shall be provided both as a printout and as a Microsoft Excel Spreadsheet compatible computer file transmitted by e-mail and attached to the monthly invoice. No payment will be made without submittal of the report. The report shall include:
 - a. Preventive Maintenance: Time and date the preventive maintenance was performed.
 - b. Scheduled Repairs: A complete record of all work that was performed on the traffic signal equipment during the previous month including the date and time, make, model, and serial number of any major components or other equipment that was newly installed at each intersection.
 - c. Emergency Response Work: Time the service calls were received, time arrived at the intersection, the response time, nature of the problem, the number of hours spent for each repair, materials used, whether the activity is related to accident or vandalism, and a special listing of intersections with three or more calls in one month.

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

ATTACHMENT C

- 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.

11. FEE ESTIMATE PROPOSAL SUBMITTAL

The Contractor shall provide a Cost Proposal for the following items:

- Preventive Maintenance – Total Annual Amount
- Emergency Response Work – Hourly labor rate and overtime labor rate; vehicle and equipment fee schedule; material mark-up rate
- Underground Service Alert – Rate per occurrence

The Contractor shall submit its fees by completing the below forms, to be considered responsive.

COST PROPOSAL SCHEDULE "A" FLAT RATE MAINTENANCE SCHEDULE

Item	Description	Quantity	Unit	Unit Price	Total Annual Amount
I.	Preventive Maintenance (Traffic Signal System: includes safety lights & illuminated street name signs)	25	Per Intersection	\$ <u>85.00</u>	\$ <u>2,125.00</u>
II.	Preventive Maintenance (Speed Feedback Signs)	4	Per Location	\$ <u>25.00</u>	\$ <u>100.00</u>
III.	Underground Service Alert – USA (Dig Alert Service)		Per USA	\$ <u>75.00</u>	\$ <u>75.00</u>

Special Note: The flat rate fee represents total compensation for all labor, material, equipment, and vehicles necessary to provide the corresponding tasks.

TOTAL PROPOSAL ITEMS (I, II, III) \$ 2,300.00

COST PROPOSAL SCHEDULE "B" SCHEDULED REPAIR SERVICES

Item No.	Description	Unit Price
1.	Replace Type A Detector Loop (1 to 4 loops)	\$ <u>800.00</u> Per Loop
2.	Replace Type A Detector Loop (5 or more 4 loops)	\$ <u>650.00</u> Per Loop
3.	Replace Type D Detector Loop (1 to 4 loops)	\$ <u>800.00</u> Per Loop
4.	Replace Type D Detector Loop (5 or more loops)	\$ <u>650.00</u> Per Loop
5.	Replace Video Detection Unit	\$ <u>6,000.00</u> Per Unit
6.	Vehicular LED Face Replacement	\$ <u>125.00</u> Per Face
7.	Pedestrian LED Face Replacement	\$ <u>230.00</u> Per Face
8.	Replace Pedestrian Push Button	\$ <u>105.00</u> Per Button

Special Note: The unit price represents total compensation for all labor, material, equipment, and vehicles necessary to complete the corresponding task. For any work not listed on Schedule B, the Contractor shall submit a cost proposal to the City prior to performing the work.

COST PROPOSAL SCHEDULE "C" EMERGENCY RESPONSE SERVICES

List the position titles and responsibilities of personnel that will be providing emergency response services to the City per this RFP.

PERSONNEL

Position	Hourly Straight Time	Hourly Overtime
Title: <u>Electrician Foreman</u> Description: <u>IMSA Level 3, supervisory role leading crew of 2 or more for specific work task.</u>	\$ <u>145.00</u>	\$ <u>205.00</u>
Title: <u>Electrician Journeyman</u> Description: <u>IMSA Level 2 Technician</u>	\$ <u>130.00</u>	\$ <u>170.00</u>
Title: <u>Traffic Signal Technician</u> Description: <u>IMSA Level 2 Technician performs basic repairs</u>	\$ <u>125.00</u>	\$ <u>165.00</u>
Title: <u>Sound and Communication Technician</u> Description: <u>Interconnect, fiber, low voltage work performs cable splicing/ fusion/ testing</u>	\$ <u>135.00</u>	\$ <u>175.00</u>
Title: <u>Laboratory Technician</u> Description: <u>IMSA Bench certified performing off-site testing and repair of electrical components</u>	\$ <u>135.00</u>	\$ <u>175.00</u>

Title: <u>Operator</u>	\$ <u>130.00</u>	\$ <u>170.00</u>
Description: <u>Operates heavy equipment, crane</u>		
Title: <u>Laborer</u>	\$ <u>95.00</u>	\$ <u>135.00</u>
Description: <u>Utility underground work digging,</u>		
<u>general labor work directed by foreman</u>		
Title: _____	\$ _____	\$ _____
Description: _____		
Title: _____	\$ _____	\$ _____
Description: _____		

COST PROPOSAL SCHEDULE "C"
EMERGENCY RESPONSE SERVICES
CONTINUED

VEHICLES AND EQUIPMENT

The vehicles and equipment listed hereon may not accurately reflect the rolling stock used by your firm. For those vehicles and equipment that are not used by your firm, cross out and mark as "N/A" to indicate that the vehicle or equipment is not available or necessary for the emergency response services requested in this RFP.

Personnel Vehicle	\$ <u>25.00</u>	Per Hour
Pickup Truck	\$ <u>25.00</u>	Per Hour
Service Truck	\$ <u>35.00</u>	Per Hour
Service/Ladder Truck	\$ <u>35.00</u>	Per Hour
Boom/Ladder Truck	\$ <u>65.00</u>	Per Hour
Crane Truck	\$ <u>250.00</u>	Per Hour
Altec/Tesla Truck	\$ <u>125.00</u>	Per Hour
Concrete Saw	\$ <u>10.00</u>	Per Hour
Paint Rig Truck	\$ <u>35.00</u>	Per Hour
Air Compressor	\$ <u>5.00</u>	Per Hour
Water Truck	\$ <u>15.00</u>	Per Hour
_____	\$ _____	Per Hour
_____	\$ _____	Per Hour
_____	\$ _____	Per Hour
_____	\$ _____	Per Hour
_____	\$ _____	Per Hour
_____	\$ _____	Per Hour
_____	\$ _____	Per Hour
_____	\$ _____	Per Hour
_____	\$ _____	Per Hour
_____	\$ _____	Per Hour
_____	\$ _____	Per Hour
_____	\$ _____	Per Hour

Any equipment not listed will be paid per current Caltrans equipment rates. The City will pay a

maximum travel time of one hour in each direction.

MATERIAL MARK-UP

Material mark-up will not exceed 15.0 % of supplier's invoice price (cost) that will be furnished to the City in any cost proposal for emergency response work.



City Council Agenda Report

Agenda Item No. 7.i.

DATE: February 13, 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 SOLICIT REQUEST FOR PROPOSALS (RFP) FOR CURB ADDRESS NUMBER PAINTING SERVICES

SUMMARY: Staff seeks City Council approval to publish a Request for Proposals (RFP) for Curb Address Number Painting Services.

RECOMMENDED ACTION: Staff recommends City Council approve the RFP to solicit proposals from qualified consultants to provide Curb Address Number Painting Services.

FISCAL/FINANCIAL IMPACT: There is no immediate fiscal impact associated with this action. Staff will prepare a report with findings and recommendations for consideration and approval by City Council. Funds designated for these services will be funded by Measure M.

DISCUSSION: The City last issued a Request for Proposals for Curb Address Number Painting Services in 2018. Since then, no official services have been provided to residents or businesses. The curb address numbers deteriorate throughout the year due to adverse weather conditions, affecting their visibility and hindering the ability to distinguish addresses from one another.

Reintroducing these services not only addresses a longstanding need but also brings about the following benefits:

1. Enhanced Visibility: Curb numbers make addresses more easily identifiable for City staff, residents, businesses, delivery drivers, and emergency responders.
2. Improved Navigation: Clear and visible curb numbers facilitate better navigation within the city, aiding both locals and visitors.
3. Efficient Emergency Response: Quick and accurate identification of addresses helps emergency responders respond more efficiently during critical situations.
4. Delivery Accuracy: Delivery drivers can easily locate destinations, ensuring accurate and timely deliveries.

5. City Beautification: The addition of curb numbers contributes to the overall beautification of the cityscape, enhancing its aesthetic appeal.
6. Community Safety: Clearly marked addresses contribute to community safety by reducing confusion and improving communication during emergencies.
7. Public Services Optimization: City services and maintenance activities can be more effectively directed and optimized with clearly marked curb numbers.

The Request for Proposals for Curb Address Number Painting Services will seek proposals from qualified consultants to provide curb number painting services to paint residential and business curb number addresses throughout the City. The selected consultant will be responsible for removing old paint; painting a new white rectangular background on the curb face; applying black numerals on the curb face that coincide with the address of the property; and sweeping up and collecting debris for proper disposal. Based on census data, there are at least 5,012 households and 3,000 businesses in the City. The selected consultant will be responsible for painting all residential and business curb number addresses within the City.

Staff seeks City Council approval to issue a Request for Proposals (RFP) for Curb Address Number Painting Services. If approved, the RFP will be released on February 14, 2024, and responses to the RFP will be due no later than March 13, 2024, at 2:00 p.m. After staff conducts a thorough review process, the list of bidders and the recommended consultant will be presented at an upcoming City Council meeting for approval.

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

ATTACHMENT(S):

- A. RFP for Curb Address Number Painting Services

**REQUEST FOR PROPOSALS
(RFP) TO PROVIDE CURB
ADDRESS NUMBER
PAINTING SERVICES IN THE
CITY OF SOUTH EL MONTE,
CALIFORNIA**

February 14, 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
Andrés González
Senior Public Works Analyst
agonzalez@soelmonte.org

PRE-PROPOSAL MEETING

None

PROPOSAL DUE DATE

March 13, 2024; 2:00 PM

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Attachments:

Attachment A – Scope of Work – Implementation of Curb Address Number Painting

Attachment B – Schedule of Compensation

Attachment C – Affidavit of Non-Collusion

Attachment D – Claims History

Attachment E – Special Requirements

Attachment F – Sample Professional Services Agreement

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE CURB ADDRESS
NUMBER PAINTING SERVICES IN
THE CITY OF SOUTH EL MONTE,
CALIFORNIA**



To interested and qualified Consultants:

The City of South El Monte is soliciting proposals from qualified firms to Curb Address Number Painting Services. **The City is releasing this Request for Proposals (RFP) to identify the most qualified consultant to provide Curb Address Number Painting Services in the City of South El Monte.**

Requirements for this RFP are enclosed.

In order to be considered in the selection process, interested parties shall submit two (2) hard copies and one (1) electronic copy (pdf) of their Proposals no later than 2:00 PM, March 13, 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):
Andrés González
Senior Public Works Analyst
agonzalez@soelmonte.org

Late proposals will not be accepted.

Sincerely,

John Poehler
Public Works Director
City of South El Monte

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE CURB ADDRESS
NUMBER PAINTING SERVICES IN
THE CITY OF SOUTH EL MONTE,
CALIFORNIA**

February 14, 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 is requesting the services of a professional firm **to provide Curb Address Number Painting Services.**

2. PROJECT DESCRIPTION

The objective of this RFP solicitation is to identify the most qualified, responsive, and responsible firm to provide Curb Address Number Painting Services for the City of South El Monte. The City wishes to obtain Curb Address Number Painting Services under a Professional Service Agreement. The City will award no more than one contract on a not-to-exceed basis.

The Curb Number Address Painting Services cover a variety of tasks, which include but are not limited to:

1. Scraping off old, loose paint from existing curb addresses.
2. Painting a new white rectangular background on the curb face.
3. Applying black numerals to the curb face, consistent with the United States Postal Service (USPS).

4. Sweeping up and collecting debris for proper disposal.

The Consultant is responsible for preparing comprehensive bid documents for the final curb number painting services. These documents should include detailed descriptions of the services, associated fees, and a well-structured proposal. Furthermore, the Consultant is expected to execute the curb number painting services for the City in accordance with the outlined scope of services.

3. RFP SCHEDULE

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

Request for Proposals Posted and Issued	Wednesday, February 14, 2024
Non-Mandatory Pre-Proposal Meeting	None
Questions Submittal Deadline	Thursday February 29, 2024, by 2:00 PM
Addendum (if necessary to Respond to Questions	March 7, 2024
Deadline for Receipt of Proposals (RFP Due Date)	Wednesday March 13, 2024, 2:00 PM
Evaluation of proposals	March 2024
Final Consultant Selection	March/April 2024
Contract Awarded by City Council (tentative)	April 2024

4. SCOPE OF SERVICES

Please see Attachment A

5. KEY PERSONNEL

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

6. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

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

the City to consider. The City Attorney's Office will review any comment received and make a final decision if all or part or any of such comments may be considered.

7. INSURANCE COVERAGE LIMITS AND REQUIREMENTS

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

8. CONSULTANT SELECTION METHODOLOGY

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

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

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

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

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

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

9. PREVAILING WAGE RATES

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

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

10. CONTRACT AWARD

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

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

11. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

Please submit your Technical Proposal in the format specified below:

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

Table of Contents: Provide contents of proposal.

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

Section 2: Schedule: Provide a detailed project schedule. Use April 2024 as the start date of City's Notice to Proceed with the project. Show project tasks, durations, start and completion dates, time allocations for City review and other regulatory agency review and any outside agencies that may be involved in the review and approval process.

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

Section 4. Company Qualifications: Provide qualifications of primary consulting firm and sub-consultants. The Consultant is required to possess at least four (4) years of direct experience in delivering curb address number painting services at a city of a similar size.

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

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

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

Section 8. Required Attachments:

Below attachments shall be signed and submitted with the proposal:

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

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

12. FEE ESTIMATE PROPOSAL SUBMITTAL

Fee Proposal shall be submitted in a separate sealed envelope.

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

13. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Andrés González
Senior Public Works Analyst
agonzalez@soelmonte.org

Questions regarding this proposal shall be submitted via email by the deadline identified on RFP Schedule. In response to all questions received by this date, City will issue an Addendum by the deadline identified on RFP Schedule. The addendum will be published on the City website. Contractors are responsible for downloading and acknowledging any addenda from the City website from the following address:

<https://www.cityofsouthelmonte.org/Bids.aspx>

14. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit two (2) copies and one (1) electronic copy (pdf) of their Proposals no later than 2:00 PM, March 13, 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

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 or on 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; or
- All other expenses incurred by a proposer/consultant prior to the date of award and a formal notice to proceed.

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

END OF RFP

ATTACHMENTS TO FOLLOW

Attachment A Scope of Work – Curb Address Number Painting Services
Attachment B Schedule of Compensation
Attachment C Affidavit of Non-Collusion
Attachment D Claims History
Attachment E Special Requirements
Attachment F Sample Professional Services Agreement

ATTACHMENT A SCOPE OF WORK

I. Consultant will perform the following Curb Number Address Painting Services

- a. Remove Old Paint
 - Consultant shall remove old, loose paint off existing curb address.
- b. Paint and Apply Black Numerals
 - The painted numbers shall conform to city specifications as to size and form, and the quality and type of paint to be used. The numbers shall be black, four inches tall, on a white reflectorized background and must coincide with the address of the property. Background shall be at least one inch larger than all lettering
- c. Notification
 - The selected consultant must notify residents at least twenty-four (24) hours prior to the curb address painting service by receiving a door hanger indicating the specific details of the upcoming service in both English, Spanish and Chinese translation.
 - All representatives of the selected organization who work in public must wear a photographic identification badge that is approved by the City.
- d. Clean-up
 - Consultant shall sweep up and collect debris for proper disposal.

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

- II.** As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:
- III.** In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:
 1. The Contractor is expected to establish and maintain a close working relationship with City Staff throughout the duration of the agreement.
- 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.
 - The selected consultant must respond within a reasonable time frame to complaints, and correct errors within seventy-two (72) hours/three (3) working days of being given such notice.
- V.** Consultant will utilize the following personnel to accomplish the Services:

ATTACHMENT B

SCHEDULE OF COMPENSATION

In compliance with the City of South El Monte' s Request for Proposal to provide Curb Number Address Painting Services at the City, the consultant proposes to perform the services for the following fees, inclusive of all costs (including all overhead, materials, equipment, hourly labor rate, and all other miscellaneous direct and indirect costs):

Based on census data, there are at least 5,012 households and 3,000 business locations in the City

I. Cost

Curb Number Address Painting Service Per address

Total Cost

II. 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 services performed describing the work performed.
- b. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.
- c. Expenses. These rates are inclusive of all expenses. Contractor shall bear all other out-of-pocket expenses, or any other costs related to the performance of services pursuant to this Agreement and shall not seek reimbursement of such expenses from City.

ATTACHMENT C

AFFIDAVIT OF NON-COLLUSION

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

(Authorized Signature)

(Name of Company/Position)

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

Notary Public for California

My Commission Expires: _____

ATTACHMENT D

CLAIMS HISTORY

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

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

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

ATTACHMENT E

SPECIAL REQUIREMENTS

Insurance required under this Agreement shall be:

1. **Commercial 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, and \$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
2. **Automobile Liability** 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.
3. **Professional Liability Insurance (Errors & Omissions)**. 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.
4. **Workers' Compensation and Employer's Liability Insurance** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance in the minimum amount of \$1,000,000.

ATTACHMENT F

SAMPLE PROFESSIONAL SERVICES AGREEMENT

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

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

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this ____ day of _____, 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

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 said services.

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant’s Proposal.

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

1.3 Compliance with Law.

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

1.4 California Labor Law.

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

1.5 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.

1.6 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 the manner in which 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 involves work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions thereupon existing, prior to the 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 City’s Contract Officer.

1.7 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, 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.

1.8 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 services of the other.

1.9 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 of this Agreement or make changes including, altering, adding to, or deducting from said Scope of Services. No such extra work may be undertaken unless a written order is first given by the City's Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. 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 of this Agreement. 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.

1.10 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

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

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the City’s 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. Consultant acknowledges and agrees that coordination of its performance of work with City is a critical component of the services rendered. Consultant further acknowledges and agrees that 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 the City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this 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 the City’s “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 City’s 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 on 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 promptly 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 the 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 decision-making authority in regards to the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing of their numbers, 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 said 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, and \$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 Insurance (Errors & Omissions). 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 in the minimum amount of \$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 as detailed 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 the City's Risk Manager prior to the commencement of the performance of services of this Agreement. 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, from Consultant, 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 performed 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 insurance policy 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 either be promptly reimbursed by Consultant or the City will withhold payment amounts sufficient to pay the insurance premium from Consultant payments. In the alternative, the City may terminate this Agreement in its entirety.

(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 advance 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 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 a 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 timely submitted to City for review.

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

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated,

lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

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

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

5.3 Indemnification.

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

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

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

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

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or

omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness, or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination or expiration of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer requires. 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, City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' 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, requests for documents, interrogatories, requests for admission or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. 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, City's right to review does not imply or provide City with the right 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 obligations 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 for 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 for 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 is 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 City's 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 their 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 and/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 acknowledges 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

☐

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

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

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

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

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

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

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

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

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

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

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

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

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

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

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

- A.
- B.
- C.

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



City Council Agenda Report

Agenda Item No. 7.j.

DATE: February 13, 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 NOTICE INVITING BIDS (NIB) FOR TRAFFIC SIGNAL IMPROVEMENTS AT LEE AVE & GARVEY AVE AND DURFEE AVE & PECK RD - MICHAEL HUNT DRIVE

SUMMARY: Staff seeks City Council approval to advertise for construction bids for Traffic Signal Improvements at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd - Michael Hunt Drive.

RECOMMENDED ACTION: Staff recommends City Council approve the construction bid package to solicit bids for Traffic Signal Improvements at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd - Michael Hunt Drive.

FISCAL/FINANCIAL IMPACT: The City received \$653,000 from Caltrans through the Highway Safety Improvements Program (HSIP) program, Cycle 10, for design and construction of the proposed project. The design and construction phases of the project is 100% funded through the HSIP program. There is no local match requirement for the project. Staff will return to City Council to establish a final construction budget after construction bids are received.

DISCUSSION: The Traffic Signal Improvements at Lee Ave. & Garvey Ave. and Durfee Ave. & Peck Rd. - Michael Hunt Dr includes traffic safety improvements including installation of protected left turn phasing (including new signal poles) at Lee Ave. and Garvey Ave. on both east and westbound approaches, as well as, the installation of new signal hardware (lenses, back-plates with retroreflective borders, mounting, size and number), new pedestrian countdown signal heads and audible push buttons at Lee Ave. & Garvey Ave. and Durfee Ave. & Peck Rd. - Michael Hunt Dr. The project improvements will involve a total of two (2) signalized intersections throughout the City.

On October 25, 2022, the City Council authorized staff to issue an RFP for Design Services for Traffic Signal Improvements at Lee Ave. & Garvey Ave. and Durfee Ave. & Peck Rd. - Michael Hunt Dr.

On January 24, 2023, the City Council awarded a professional services agreement (PSA) to Kimley-Horn and Associates, Inc. for design services for Traffic Signal Improvements at Lee Ave. & Garvey Ave. and Durfee Ave. & Peck Rd. - Michael Hunt Dr.

In February 2024, Kimley-Horn and Associates, Inc. completed the design phase for the subject project, and the City staff coordinated the necessary approvals with Caltrans to proceed with the construction phase of the project.

The project involves long lead time material procurement (traffic signal poles). The construction is anticipated to be completed in early 2025.

Staff recommends City Council approve the construction bid package to solicit bids for Traffic Signal Improvements at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd - Michael Hunt Drive.

ATTACHMENT(S):

- A. (SEM) Notice Inviting Bids re Traffic Signal Project

**NOTICE INVITING SEALED BIDS
FOR**

**Traffic Signal Improvements at
Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road**

**Caltrans Project No.: HSIPL-5352(021)
City Project No.: 296**

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 March 13, 2024, at which time they will be publicly opened and read aloud.

SCOPE OF WORK. The Project includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant work necessary to satisfactorily complete the Project, as more specifically described in the Contract Documents. The project involves construction of traffic signals, street lighting, roadway signing/stripping, and road improvements. This Work will be performed in strict conformance with the Contract Documents, permits from regulatory agencies with jurisdiction, and applicable regulations. The quantity of Work to be performed and materials to be furnished are approximations only, being given as a basis for the comparison of Bids. Actual quantities of Work to be performed may vary at the discretion of the City Engineer.

OBTAINING BID DOCUMENTS. 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: okan.demirci@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.

TIME OF COMPLETION. The Contractor shall complete all work within 160 working days (including long lead time material procurement) of the issuance of the Notice to Proceed. See Section IB. Instructions to Bidders, "Construction Schedule, Progress of Work, Liquidated Damages" for project schedule.

ESTIMATED COST OF WORK. Estimated cost is \$450,000.

MANDATORY PRE-BID MEETING AND SITE VISIT. None held.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].

PREVAILING WAGES. In accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The selected Bidder (Contractor) and any Subcontractors shall pay wages in

accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Director of Public Works, and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

BONDS. Each Bid must be accompanied by a cash deposit, cashier's check, certified check or Bidder's Bond issued by a Surety insurer, made payable to the City and in an amount not less than ten percent (10%) of the total Bid submitted. Personal or company checks are not acceptable. Upon Contract award, the Contractor shall provide faithful performance and payment Bonds, each in a sum equal to the Contract Price. All Bonds must be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or in any other form approved by the City Attorney. Failure to enter into the Contract with the City, including the submission of all required Bonds and insurance coverages, within fifteen (15) Days after the date of the mailing of written notice of contract award to the Bidder, shall subject the Bid security to forfeiture to the extent provided by law.

LICENSES. Each Bidder shall possess a valid Class A Contractor's license issued by the California State Contractors License Board at the time of the Bid submission, unless this Project has any federal funding, in which case the successful Bidder must possess such a license at the time of Contract award. The successful Contractor must also possess a current City business license.

RETENTION SUBSTITUTION. Five percent (5%) of any progress payment will be withheld as retention. In accordance with Public Contract Code Section 22300, and at the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited with the City or with a State or federally chartered bank as escrow agent, which shall then pay such moneys to the Contractor. Upon satisfactory completion of the Project, the securities shall be returned to the Contractor. Alternatively, the Contractor may request that the City make payments of earned retentions directly to an escrow agent at the Contractor's expense. No such substitutions shall be accepted until all related documents are approved by the City Attorney.

LIQUIDATED DAMAGES. Liquidated damages is \$250 per calendar day.

BIDDING PROCESS. The City reserves the right to reject any Bid or all Bids, and to waive any irregularities or informalities in any Bid or in the bidding, as deemed to be in its best interest.

If there are any questions regarding this project, please contact in writing via e-mail:

Okan Demirci, PE

okan.demirci@transtech.org

All inquiries must be submitted in writing.

By: _____
City Clerk

Date



City Council Agenda Report

Agenda Item No. 7.k.

DATE: February 13, 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. 24-125, CONSENTING TO THE APPOINTMENT OF IYOB TESSEMA AS DIRECTOR OF HUMAN RESOURCES/RISK MANAGEMENT AND APPROVAL OF DIRECTOR OF HUMAN RESOURCES AND RISK MANAGEMENT EMPLOYMENT AGREEMENT

SUMMARY: Staff is asking the City Council to consent to the appointment of Iyob Tessema as Director of Human Resources and Risk Management and approve the employment agreement for services as Director of Human Resources/Risk Management.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-125, approving appointment of Iyob Tessema for the position of Director of Human Resources and Risk Management and approving employment agreement; and
2. Authorize the City Manager to execute the agreement.

FISCAL/FINANCIAL IMPACT: The Director of Human Resources/Risk Management position was budgeted for fiscal year 2023-24, including Mr. Tessema's annual salary of \$145,860.75 annually, which is Step E of the City's current salary schedule for the position of Director of Human Resources/Risk Management, plus estimated benefits of \$51,051.26 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. In addition, pursuant to existing employment contract with MunitTemps, the City must pay the company a fee equal to 9% of Mr. Tessema's annual salary for a fee of \$13,127.47. At this time, funds are available to administer the terms of the employment agreement.

DISCUSSION: The Director of Human Resources/Risk Management is an essential member of the City's Executive Management Team and reports directly to the City Manager. The Director of Human Resources/Risk Management's Office is responsible

for the daily operations of the Human Resources and Risk Management department; oversees, organizes, and manages City's administration of property, liability, and workers' compensation; serves as liaison and represents the Office at meetings with representatives from a variety of public agencies, insurance companies and broker services; performs other duties as assigned. This includes employment functions such as recruitment, hiring promotions, and employee training. This is a confidential class position.

The key terms and provisions of the proposed agreement for lyob Tessema are:

1) Three-year term; 2) Annual Base Salary of \$145,860.75 (\$12,155.06 per month); 3) Car allowance in the amount of \$400 per month; 4) one months' severance if terminated without cause within one (1) year and three months' severance if terminated thereafter (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.

ATTACHMENT(S):

- A. Resolution No. 24-125, appointment of HR Director
- B. Director of Human Resources Agreement- I. Tessema

ATTACHMENT A

RESOLUTION NO. 24-125

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPOINTING IYOB TESSEMA TO THE POSITION OF DIRECTOR OF HUMAN RESOURCES AND RISK MANAGEMENT

WHEREAS, it is the desire of the City Manager of the City of South El Monte (hereinafter the "City Manager") to appoint Iyob Tessema ("Employee") to serve in the position of Director of Human Resources/Risk Management beginning on February 13th, 2024;

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 Director of Human Resources and Risk Management is the department head of the Human Resources and Risk Management 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, the City requires the services of a Director of Human Resources and Risk Management; and

WHEREAS, based on Employee's executive and administrative qualifications, ability, and experience, the City Manager desires to employ Employee to serve as the Director of Human Resources and Risk Management for the City; and

WHEREAS, Employee desires to perform and assume responsibility for the provision of Director of Human Resources and Risk Management services to the City; and

WHEREAS, the parties wish to establish the terms and conditions of Employee's provision of Director of Human Resources and Risk Management professional services to the City through an 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 Iyob Tessema as Director of Human Resources and Risk Management effective February 13, 2024. Mr. Tessema's salary shall initially be \$12,155.06 monthly, which is Step E of the City's approved salary for this position adopted on February 13, 2024, with Resolution 24-125 for the position of Director of Human Resources/Risk Management. Further the City Council approves the employment agreement between the City and Iyob Tessema attached hereto and authorizes the City Manager to execute the same.

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 13th day of February 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. 24-125 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 13th day of February 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

DIRECTOR OF HUMAN RESOURCES AND RISK MANAGEMENT EMPLOYMENT AGREEMENT

This DIRECTOR OF HUMAN RESOURCES AND RISK MANAGEMENT EMPLOYMENT AGREEMENT (“Agreement”) is entered into and made effective the 13th day of February 2024, by and between the CITY OF SOUTH EL MONTE, a general law city and municipal corporation (“City”) and Iyob Tessema, 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 Director of Human Resources and Risk Management is the department head of the Human Resources 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, Employee has the necessary qualifications and experience to perform as the City’s Director of Human Resources and Risk Management; and

WHEREAS, the duties of the Director of Human Resources and Risk Management are set forth in Exhibit “A” to this Agreement; and

WHEREAS, the Parties now wish to enter into an employment agreement to establish the terms and conditions of Employee’s professional services to the City.

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 hereby employs Employee to perform the functions and duties of the Director of Human Resources and Risk Management position 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 Director of Human Resources and Risk Management, 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 Director of Human Resources and Risk Management 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 their 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 Director of Human Resources and Risk Management.

1.4 Employment Status. Upon appointment to the Director of Human Resources and Risk Management position, Employee shall serve at the will and pleasure of the City Manager and understands that they 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 their 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 their 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 they are 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 their 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, Employee's base compensation shall be Twelve Thousand One Hundred and Fifty Five Dollars and Six Cents (\$12,155.06) 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.

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 Director of Human Resources/Risk Management. 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.

3.0 TERM

3.1 Commencement & Effective Date. Employee shall commence their services as Director of Human Resources and Risk Management on February 13, 2024, which will also be deemed the effective date of this Agreement ("Effective Date").

3.2 Term. The term of this Agreement will be for three (3) years following the Effective Date ("Term") (i.e. until 11:59 p.m. on February 12, 2027) and, thereafter, the term of this Agreement may be extended for additional one (1) year term(s) as Employee and City Manager mutually agree, as evidenced by a writing signed by both parties.

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 they 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 Director of Human Resources and Risk Management 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 Director of Human Resources and Risk Management. Upon appointment to the Director of Human Resources and Risk Management 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 they 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 within one (1) year of the Effective Date 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 their base monthly Salary (as defined in Section 2 above, calculated on a per diem basis) then in effect multiplied by one (1), less applicable deductions and excluding deferred compensation or the value of any other benefits. If Employee is terminated without cause at any time later than one (1) year after the Effective Date 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 their base monthly salary then in effect multiplied by three (3) excluding the value of any 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 Human Resources and Risk Management 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 they are 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 them 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.

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

6.7 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.

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

6.9 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, they 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 their 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.

6.10 Purchase of Home Office Equipment. The City will advance up to a total of \$3,000 to Employee for the purpose of acquiring a personal computer and appurtenant types of office equipment which the Employee will utilize at their 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. 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.

6.11 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.

6.12 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).

6.13 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 their 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, they 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 their 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 Director of Human Resources/Risk Management. 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:

Iyob Tessema
[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

Rene Salas, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

Anthony Taylor, City Attorney

EMPLOYEE

Iyob Tessema

EXHIBIT “A”

DIRECTOR OF HUMAN RESOURCES AND RISK MANAGEMENT

Exempt

DEFINITION

Under direction from the City Manager, plans, organizes, and directs the daily operations of the Human Resources and Risk Management department; oversees, organizes and manages City's administration of property, liability, and workers' compensation; serves as liaison and represents the Office at meetings with representatives from a variety of public agencies, insurance companies and broker services; performs other duties as assigned. This includes employment functions such as recruitment, hiring promotions, and employee training.

EXAMPLE OF DUTIES

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

- A. Oversees, manages and coordinates the City's recruitment and selection process; develops and drafts recruitment plans and related recruitment job bulletins and advertising; develops, and administers employment selection instruments; prepares eligibility lists and supervises the hiring process.
- B. Serves as Custodian of Records for the Department of Justice; monitors and maintains required records and documents.
- C. Ensures allocation and organization of City's classification and compensation plans; coordinates and conducts job analyses and surveys; prepares and revises job descriptions.
- D. Receives and records negotiated employment agreements; implements and administers provisions and conditions of memorandums of understanding.
- E. Undertakes and arranges the Department of Transportation's quarterly drug and alcohol testing requirements for employees utilizing City vehicles; investigates and informs employees of requirements and random testing events; receives test outcomes, records data and submits results as required.
- F. Administers the employee benefits program (medical, vision, dental, life, long-term disability insurances and deferred compensation, retirement).
- G. Assists managers in the discharge of their personnel responsibilities including performance evaluations.
- H. Receives and responds to employee grievances; prepares and sends disciplinary notices.
- I. Applies and administers a variety of personnel policies, employee/employer relations, procedures, and practices.
- J. Ensures and serves as a coordinator of the ADA Title II by coordinating city efforts to comply with Title II of the Americans with Disabilities Act.
- K. Ensures compliance with contractual and funding requirements pertaining to employee health, safety, and welfare.
- L. Coordinates and implements employee training programs and maintains related records.

- M. Develops and implements related rules, policies, and procedures reflecting current laws and best practices.
- N. Develops and prepares special studies and reports, including investigations.
- O. Manages the City's Risk Management program including coordinating and monitoring workers' compensation claims working with the City's outside claims administrator and the appropriate department administrators.
- P. Prepares and processes general liability claims and maintaining liaison with claims administrator.
- Q. Sources and procures other insurances to meet the City's needs and assisting with loss prevention.
- R. Oversee the City's safety program and Cal/OSHA compliance.
- S. Prepares division budget and monitors expenditures.
- T. Supervises, trains, and evaluates assigned staff.
- U. Performs related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge and Abilities:

- Principles of public personnel administration and risk management.
- Related Federal and State legislation.
- Research techniques, sources, and availability of information.
- Principles, practices, methods and techniques of risk management, insurance, self insurance, claims administration, safety and loss-prevention/control and workers' compensation.
- Fundamental employment laws, codes and regulations including EEO, FLSA, FMLA, and Cal/OSHA and applicable provisions of collective bargaining agreements.
- Principles of municipal budget preparation.
- Records management and retention.
- Basic computer fundamentals, work processing, and spreadsheet programs.
- Report preparation.
- Methods and techniques of supervision.
- Analyzing & Interpreting Data – Drawing meaning and conclusions from quantitative and/or qualitative data.
- Critical Thinking – Analytically and logically evaluating information, propositions, and claims.
- Fact Finding – Obtaining facts and data pertaining to an issue or question.
- Industry Monitoring – Grasping the external political, economic, competitive, and social factors affecting the industry.
- Legal & Regulatory Navigation – Understanding, interpreting, and ensuring compliance with laws and regulations.
- Professional & Technical Expertise – Applying technical subject matter to the job.
- Action & Results Focus – Initiating tasks and focusing on accomplishment.
- Safety Focus – Showing vigilance and care in identifying and addressing health risks and safety hazards.

- Adaptability – Responding positively to change and modifying behavior as the situation requires.
- Professional Integrity and Ethics – Maintaining trust through honesty, adherence to principles, and personal accountability.
- Informing – Proactively obtaining and sharing information.
- Listening – Fully comprehending spoken communication.
- Writing – Communicating effectively in writing.
- Customer Focus – Attending to the needs and expectation of customers.
- Project Management – Planning and tracking projects to ensure they are on-time, on budget, and achieve their objectives.
- Advise and assist employees and department managers in a variety of personnel matters including the interpretation and application of personnel rules.

ATTACHMENT B
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 Iyob Tessema, an individual (hereinafter referred to as “EMPLOYEE”).

2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will Director of Human Resources and Risk Management effective February 13, 2024, serving at the pleasure of the City Manager of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit “A” (“THE CONTRACT”).

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 them at the time of their 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 they are knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights they may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that they have 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 they 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 they may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of their 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 they 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, their counsel of choice, and that they do not need any additional time within which to review and consider this AGREEMENT;

(g) EMPLOYEE has **seven (7) days following their 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 they shall be exclusively liable for the payment of all taxes for which they are 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 Manager, 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 they have not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that they 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, they 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: _____
Iyob Tessema

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]

ATTACHMENT B
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. 8.a.

DATE: February 13, 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. 24-126, AUTHORIZING THE REPROGRAMMING AND PROGRAMMING OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEARS (FY) 2023-24 AND 2024-25

SUMMARY: Provide the City Council with recommendations for programming the fiscal year 2024-2025 (July 1, 2024 – June 30, 2025) and revising the Consolidated Action Plan for fiscal year 2023-2024 for the allocation of Community Development Block Grant CDBG funds.

RECOMMENDED ACTION: Staff Recommends City Council:

1. Conduct a public hearing;
2. Take public testimony; and
3. Adopt Resolution No. 24-126, 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
4. 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 guidelines.

FISCAL/FINANCIAL IMPACT: The fiscal impact is to modify the Consolidated Action Plan for FY2023-24 to extend the grant expiration date for both the City-Wide Pavement Project and the Pool Replastering Project, totaling \$294,464. Concurrently, recommend the programming of CDBG funds for FY2024-25, totaling \$236,207. This includes the programming of \$100,000 for Code Enforcement and \$136,207 for the Aquatic Pool Replastering Project.

DISCUSSION: Staff is recommending revising FY2023-24 CDBG Consolidated Action Plan by extending the expiration date for the City-Wide Pavement Rehabilitation Project to December 31, 2024, totaling \$294,464. This extension is necessary due to project

delays, prompting the City to seek an extension for the utilization of Community Development Block Grant (CDBG) funds. Staff anticipates challenges in meeting the FY2023-24 drawdown requirement by March 31, 2024, and therefore recommends reprogramming them towards shovel ready projects (See Exhibit A).

Additionally, Staff is recommending for the FY2024-2025 funding to be programmed towards Code Enforcement and the Aquatic Pool Replastering Project, totaling \$236,000.

Staff report prepared by Andres Gonzalez, Senior Public Works Analyst, and Irma Peniche, Grant Coordinator

ATTACHMENT(S):

- A. Resolution 24-126
- B. Exhibit A
- C. Proof of Publication

ATTACHMENT A

RESOLUTION NO. 24-126

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AUTHORIZING THE REPROGRAMMING AND PROGRAMMING OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEARS (FY) 2023-24 AND 2024-25

WHEREAS, the CDBG Program has operated since 1974 to provide local governments the resources to meet the needs of persons of low-and moderate-income; and

WHEREAS, the City of South El Monte contracts with the Los Angeles County Community Development Commission for the disbursement of CDBG Funds, through the Small Cities Program; and

WHEREAS, the City of South El Monte is expected to receive \$294,464 in FY2023-24, and \$236,207 in FY2024-25, for a total of \$530,671 in CDBG Funds; and

WHEREAS, the City of South El Monte has previously programmed the \$294,464 for FY2023-24 towards the City-Wide Pavement Project, and has not yet programmed the \$236,207 for FY2024-25; and

WHEREAS, the City Council has conducted a public hearing, with the required prior noticing to provide the public and opportunity to comment on the programs proposed for the Fiscal Year 2023-2024 and 2024-2025 Community Development Block Grant Funds Program.

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

SECTION 1. The City Council approves the programming and reprogramming of the funds for FY2023-24 and FY2024-25 as detailed in Exhibit A, and instructs the City Manager to submit the necessary document and a copy of this Resolution to the Los Angeles County Community Development Commission.

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. Revising the allocation of federal funds is an administrative action that would not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not a “project” subject to CEQA, as defined in Section 21065 of CEQA and Section 15378 of the State CEQA Guidelines. Since the action is not a project subject to CEQA, no environmental document is required.

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

PASSED, APPROVED AND ADOPTED this 13th day of February 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. 24-126 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 13th day of February 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

EXHIBIT A

CDBG FUNDING FISCAL YEAR 2023-2024 AND FISCAL YEAR 2024-2025

CBGD FUNDING FISCAL YEAR Fiscal Year 2023-2024

Programming of Fiscal Year 2023-2024 (July 1, 2023 – June 30, 2024) allocation \$294,464.

Staff recommends CDBG funding for Citywide Pavement Rehabilitation Project -602500-22 to be extended into FY 2024-25 and keep CDBG funding in the amount of \$294,464. This project is ready to move forward on the Klingerman portion of the project which is CDBG funded. Due to various delays, the city reached out to the Los Angeles County Community Development Commission requesting a deadline extension, this extension will give the City ample time to complete this phase by December 2024.

CDBG FUNDING FISCAL YEAR 2024-2025

Programming of Fiscal Year 2024-2025 (July 1, 2024 – June 30, 2025) estimated allocation \$236,207.

Code Enforcement Project 602067-24 allocated \$100,000.

The purpose of the Code Enforcement program is a continuing activity which is designated to aid in the protection of the public health and safety by eliminating substandard housing removing blighted conditions, promoting property maintenance, and ensuring conformance with City's zoning and building ordinances, along with State and County's codes.

South El Monte Pool Replastering New Project in Fiscal Year 2024-2025: allocated \$136,207.

This project located at Aquatic Center; 1500 Central Avenue will consist of replastering the small and large pool. CDBG funds will be used for labor, materials, equipment, professional services, and other necessary work.

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San Gabriel Valley Tribune
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 Monrovia, California 91016
 (626) 544-0885

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PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of Los Angeles

I am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of SAN GABRIEL VALLEY TRIBUNE, a newspaper of general circulation for the City of West Covina, by the Superior Court of the County of Los Angeles, State of California, on the date of September 10, 1957, Case Number 684891. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

02/01/2024

I declare under the penalty of perjury that the foregoing is true and correct.

Executed at Monrovia, California
 On this 1st day of February, 2024.


 Signature

PUBLIC HEARING NOTICE
Community Development Block Grant (CDBG)
Funds

NOTICE IS HEREBY GIVEN that the public is invited to review the City of South El Monte's recommendation to programming Fiscal Year 2024-2025 (July 1, 2024 – June 30, 2025) Community Development Block Grant (CDBG) funds which identifies projects for submission to the U.S. Department of Housing and Urban Development. Additional, Fiscal Year 2023-2024, the revision of its Consolidated Action Plan for Fiscal Year 2023-2024. The following projects are recommended:

Program Revision In Fiscal Year 2023-2024 (July 1, 2023 – June 30, 2024)

Citywide Pavement Rehabilitation Project -602500-22- Request Extension to Carry Over Project Into FY2024-2025 fiscal year and keep CDBG Funding in the amount: \$294,464.

This project is ready to move forward in February on the Klingeran portion of the project which is CDBG funded. Due to various delays, the city reached out to the Los Angeles County Community Development Commission requesting a deadline extension, this extension will give the City ample time to complete this phase by December 2024.

AND

Programming of Fiscal Year 2024-2025 (July 1, 2024 – June 30, 2025) estimated allocation \$236,207 and Request for additional funding through LACDA Revolving Loan Program.

Code Enforcement Project 602067-24 allocated \$100,000.

The purpose of the Code Enforcement program is a continuing activity which is designated to aid in the protection of the public health and safety by eliminating substandard housing removing blighted conditions, promoting property maintenance, and ensuring conformance with City's zoning and building ordinances, along with State and County's codes.

South El Monte Pool Replastering New Project In Fiscal Year 2024-2025: \$136,207.

This project located at Aquatic Center; 1500 Central Avenue will consist of replastering the small and large pool. CDBG funds will be used for labor, materials, equipment, professional services, and other necessary work.

Revolving Loan Funds Request in the amount of \$136,000.

This request submitted on January 18, 2024, to Los Angeles County Community Development Authority (LACDA) for additional funds to go towards the City's Aquatic Center for the replastering of the pools. Total amount of CDBG funds being requested for this project is \$272,207.

The public hearing will be held on the following date and location:

Date: Tuesday, February 13, 2024
Time: 6:00 P.M.
Location: City of South El Monte-
 Council Chamber

1415 Santa Anita
 Avenue
 South El Monte,
 CA 91733

Citizens wishing to comment should submit written comments by February 13, 2024. If you have any questions, or comments please call Irma S. Peniche at (626) 579-6540 or e-mail at ipeniche@soelmonte.org.

Published by: /s/ Donna G. Schwartz, City Clerk
San Gabriel Valley Tribune
 Published: 2/1/24



City Council Agenda Report

Agenda Item No. 9.a.

DATE: February 13, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Guillermo Arreola, Director of Community Development

SUBJECT: CONSIDERATION FOR AUTHORIZATION TO SEEK REQUEST FOR PROPOSALS (RFP) TO IMPLEMENT THE CITY'S COMMERCIAL CANNABIS OPERATIONS REGULATORY PROGRAM AND PROVIDE APPLICATION EVALUATION SERVICES

SUMMARY: Staff seeks City Council approval to issue Request for Proposals (RFP) to Implement the City's Commercial Cannabis Operations Regulatory Program and provide Application Evaluation Services

RECOMMENDED ACTION: Staff recommends City Council approve the RFP to solicit proposals from qualified consultants to implement the City's Commercial Cannabis Operations Regulatory Program and provide Application Evaluation Services.

FISCAL/FINANCIAL IMPACT: The cost of these services is unknown at this time. However, it is anticipated that the costs associated with these services will be offset by the revenue(s) generated by these businesses once in operation.

DISCUSSION: The City of South El Monte seeks a consultant to implement, review, evaluate, and score the Commercial Cannabis Permit application proposals. Specifically, the City seeks a consultant who is well versed in California adult-use cannabis laws, as well as experience evaluating the following for cannabis or other related businesses:

- Business and operating plans;
- Safety and security protocols;
- Labor and employment practices; and
- Community benefit proposals.

The current ordinance takes into account the amendments to South El Monte Municipal Code (SEMMC), Chapter 5.26, approved by the City Council on September 26, 2023, and included amendments to the application selection criteria, and made clarifications to the ordinance that would improve the administration of the program. The consultant

should have experience in consulting with California municipalities on cannabis related policies and initiatives, experience in evaluating business and operating plans, including an ability to provide unbiased, meritorious evaluation of retail cannabis applications. The consultant selected under this RFP process might also have clarifications that they recommended should be made to the cannabis ordinance through a minor amendment by the City Council to ensure that the cannabis business selection process moves forward efficiently.

Staff seeks City Council approval to issue Request for Proposals (RFP) to implement the City's Commercial Cannabis Operations Regulatory Program and provide Application Evaluation Services.

ATTACHMENT(S):

A. Request For Proposals

Request For Proposals

REQUEST FOR PROPOSALS TO IMPLEMENT THE CITY'S COMMERCIAL CANNABIS OPERATIONS REGULATORY PROGRAM AND EVALUATION SERVICES



RFP Release Date: _____, 2024

RFP Response Due: 5:00 p.m. _____, 2024

1. INTRODUCTION AND PROJECT

The City of South El Monte seeks a consultant to implement the City's Commercial Cannabis operations Regulatory Program, and review, evaluate, and score the Commercial Cannabis Permit application proposals. Specifically, the City seeks a consultant who is well versed in California adult-use cannabis laws, as well as has experience evaluating the following for cannabis or other related businesses:

- Business and operating plans;
- Safety and security protocols;
- Labor and employment practices
- Community benefit proposals.

Please confirm your intent to bid via email to gmarquez@soelmonte.org. Respondents will absorb all costs incurred in the preparation and presentation of their proposal.

Proposer Inquiries

All questions or comments concerning the requirements of the RFP shall be made in writing. Any questions regarding the proposal process and/or City requirements should be emailed to: Gerardo Marquez, Planning Manager at gmarquez@soelmonte.org.

Questions must be submitted to the City by _____, 2024 at 5:00 pm. City responses will be posted by _____ 2024 at 4:00 p.m. unless indicated otherwise by the City.

Proposal Due Date

The response to this RFP must be received no later than 5:00 pm on _____, _____, 2024. Please address and deliver one copy on flash drive and three physical (3) copies of your proposal to:

City of South El Monte
Community Development Department
1415 Santa Anita Avenue, CA 91733
ATTN: Gerardo Marquez, Planning Manager

**** It is the sole responsibility of the proposing firm to ensure that proposals are received prior to the closing time, as late bids will not be accepted.**

2. BACKGROUND

The City of South El Monte lies at an important crossroad from both a geographic and historic perspective. Bounded by both the Pomona (HWY-60) and San Gabriel River (I-605) freeways, South El Monte has ready access to important regional travel routes that link the City to centers of commerce in Los Angeles County and beyond. From a historic perspective, the community's population and business patterns mirror the transition occurring throughout the San Gabriel Valley toward a more diverse ethnic mix and increased presence of business serving Pacific Rim and Asian markets both within the region and abroad.

South El Monte, located approximately 18 miles east of downtown Los Angeles, lies in a geographic region known as the San Gabriel valley. The City is bounded on two sides by the San Gabriel Valley's two major drainage features: the Rio Hondo River on the west and the San Gabriel River on the east. Both

rivers are contained within concrete-lined channels and flow into the Whittier Narrows immediately south of South El Monte. Whittier Narrows is a regional open space resource and flood control feature formed by a major erosional gap between the Puente and Merced hills.

Project Impetus

At the November 2022 election, the voters of South El Monte approved Ordinance No. 1260, which added Chapter 5.26 of Title 5 of the South El Monte Municipal Code (“SEMMC”). The ordinance authorized the establishment of a limited number of cannabis retailers (medical/adult use) in the City through the “Commercial Cannabis Operations Regulatory Program”, and further, established a tax on retailers. Ordinance No. 1260 also contained provisions permitting the City Council to make amendments without resubmission to the voters provided that the number of permits cannot be changed. This program permits one medical/adult-use cannabis retailer with the option to add another two permits in the second year of the program and, further, provides very detailed requirements on how the program operates and regulates cannabis businesses, including application selection criteria.

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

On September 26, 2023, the City Council amended Chapter 5.26 of Title of the SEMMC to change application selection criteria, make clarification changes, and make such other changes in order to improve the administration of the program.

Commercial Cannabis Operations Regulatory Program (CCORP)

The amended ordinance revises Criteria 7 so that the total points that can be allocated is 300 points. It also adds a sub-criteria in Criteria 7 relating to community benefit proposals. As such, SEMMC Section 5.26.070(D)(7) reads as follows:

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

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

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

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

c. Up to fifty points – A proposal and description of any community benefits agreement proposed by the applicant pursuant to Section 5.26.130.” Furthermore, SEMMC 5.26.070(E), in relevant part, provides as follows:

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

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

The amended ordinance makes the following changes:

- Amends various deadlines for the adoption of program fees. The current text provides that certain fees must be adopted within a period of time. For example, application fees currently must be established within 45 days of the ordinance’s effective date. The proposed ordinance would remove this time requirement, and other similar time requirements, so that the City has sufficient time to study and adopt the related fees.
- Amends various deadlines for the creation of application forms. The current text also provides that certain applications forms must be created within a specified period of time. For example, the current text provides the application form for change of location must be created within 180 days of the ordinance’s effective date. Similar to the fees, the proposed ordinance removes this deadline, and other similar time requirements so that the City has sufficient time to create the forms.
- Amends deadlines relating to establishing certain regulations. The current ordinance sets specific deadlines for the establishment of certain regulations. For example, the city manager is required to create regulations for transfer of ownership or control within 180 days following the ordinance’s effective date. The proposed ordinance would remove this 180-day deadline.
- Amends various sections for consistency. The proposed ordinance makes other changes to the current text so that it is more consistent. For example, in one part of the ordinance, it references the maximum number of cannabis retailers as being 2, but the intended limit is 1 for

the first year with the option of adding 2 additional permits in subsequent years. This proposed ordinance would make those provisions consistent.

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

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

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

Project Overview

The purpose of this RFP is to identify a consultant who can assist the City of South El Monte in developing and implementing the application procedure, and review, evaluate, and rank the commercial retail cannabis application proposals.

3. SCOPE OF WORK

Desired Qualifications

The consultant for CCORP application evaluation services should possess the following qualifications:

- Experience in consulting with California municipalities on cannabis related policies and initiatives.
- Experience in developing cannabis permit/ license selection processes and regulations.
- Experience in evaluating business and operating plans as well as completing economic viability analysis for private sector and /or cannabis related businesses.
- Demonstrated ability to provide unbiased, meritorious evaluation of retail cannabis applications.

Services Requirements:

1. Develop a cannabis permit application process, to include the development of forms and review process.
2. Simultaneous review and evaluation of multiple retail cannabis permit application proposals by subject matter experts.

3. Development of a scoring rubric based upon the approving Ordinances and best practices.
4. Development of a scoring template which provides for consistent tracking of application scores.
5. Production of final scoring reports that rank applicants and provide recommendations on which applicants should advance to the next round of the application process.
6. Development of application interview protocols including assisting the City in developing standardized interview questions and other insights that may need to be included based on individual proposals.
7. Provision of invoices based on individual applications which track the time and materials your firm spent on the review of an application.

Note: Scope of proposer's services may encompass additional services outside the aforementioned items that similar organizations undergoing this process have involved.

4. PROPOSAL REQUIREMENTS

At a minimum, the proposal should contain the information outlined herein. Additional information that the applicant deems relevant to the selection process may be included; however, concise and focused submittals are strongly encouraged. By submitting a proposal, and unless otherwise stated, it is understood that the Consultant has reviewed the relevant information, and that based on that review, the Consultant has developed an informed understanding of the projected scope of work and has satisfied itself with the applicable conditions and requirements expressed in those documents.

Submittals

Interested firms are invited to submit a flash drive and three (3) physical copies of their proposals to the following address:

City of South El Monte
Community Development Department
1415 Santa Anita Ave, South El Monte, CA 91733
ATTN: Gerardo Marquez, Planning Manager

Proposals will be accepted until _____, 2024 at 5:00 p.m.

Proposal Format:

To ensure the fair and accurate consideration of all submissions, proposals must contain the following:

Executive Summary

Provide a brief overview of your firm and your firm's experience providing the services detailed in the previous section of this RFP. This executive summary must include the contact information of the individual authorized to represent your firm and any third parties who will work with you on the delivery of this project. If you are using a third party, please list the roles each party will play in the overall delivery of the solution. Please limit your Executive Summary to no more than two pages.

References

Provide the names, contact information, and brief project summary for three (3) similar municipal governments for which the firm has executed similar projects. The project summaries should outline scope of service provided, additional custom features or extensive report capabilities, the timeline/process for development, training, implementation, and any issues encountered.

Project Team Description

Provide names and contact information of the Project Team including the project manager and the personnel. Include brief resumes for all team members, as well as their tenure with the firm. Indicate the organizational structure of the team and outline key roles and lines of authority. Identify any and all sub-contractors and their role in the project, including all of the aforementioned information.

Description of Services

Please provide an outline of how your firm will provide the services outlined above. Additionally, explain any anticipated meetings with City staff, logistics of application review, and other services as detailed previously in this RFP. Please limit your description of services to no more than four pages.

Cost

Provide a detailed not-to-exceed cost analysis by task for the entirety of the project, including basic fee structure and break-down of any other charges and hourly compensation rates related to your firm's proposal. Additionally, please outline the anticipated time and material costs for application review on a per application basis. Indicate how costs will be charged if more applications are received than expected. (Submit the cost and budget in a separate envelope and on a separate file on the flash drive)

Any Contract resulting from this solicitation will specify a maximum, not-to-exceed fee amount. Except in the unusual situation wherein the Consultant encounters circumstances that could not be reasonably anticipated, the City will not authorize payment beyond this amount. In consideration of this, any assumptions and/or the need for any contingencies must be clearly spelled out in the Fee Proposal and used as a basis to compute a "not-to-exceed" figure for the project. This figure should be sufficient to provide for any reasonably anticipated circumstances that may be encountered during project execution and completion.

Project Timeline

Provide a project timeline which includes estimated time of completion for the review of a standard application and all phases of the application review process to final recommendation.

5. SELECTION CRITERIA AND PROCESS

The award will be in the best interest of the City and will be to a firm or firms whose overall proposal is rated as being in the City's best interest.

Factors to be considered in the selection process include:

1. Quality and thoroughness of the proposal.

2. Experience and past performance in completing projects of a similar type, size and complexity.
3. References.
4. The quality of example materials and any presentation requested by involved city officials.
5. Cost and budget proposal.
6. A reasonable timeline based on general conditions and project objectives.
7. Any other considerations deemed pertinent by the City.

Selection Process

A review committee will evaluate all responses to the RFP that meet the submittal requirements and deadline. Submittals that do not meet the requirement or deadline will not be considered. The review committee will rank the proposals and then may arrange for on-site interviews with staff if necessary.

The City reserves the right to request additional information or materials from bidding parties if necessary to determine the winning proposal.

Likewise, the City reserves the right to accept or reject any or all proposals, or to alter the selection process in any way, to postpone the selection process for its own convenience at any time, and to waive any informality in the proposals. The City of South of El Monte retains the right at its sole discretion to select a contractor.

All proposals submitted in response to this RFP become the property of the City and public records and, as such, may be subject to public review.

The City reserves the right to cancel or revise any section of this RFP prior to the date proposals are due including, but not limited to: selection procedures, submittal date, and submittal requirements. If the City cancels or revises the RFP, all interested firms will be notified. The City also reserves the right to extend the date by which proposals are due.

The City will not pay costs incurred by the Proposer during this process. All costs shall be borne by the Proposer.

Discretion and Liability Waiver

The City reserves the right to exercise discretion and apply its judgment with respect to any qualifications submitted.

The City reserves the right to reject any or all submittals, either in part or in their entirety, or to request and obtain, from one or more of the businesses submitting, supplementary information as may be necessary for City staff to analyze the qualifications pursuant to the contractor/consultant selection criteria contained herein.

The City may require contractors/consultants to participate in additional rounds of discussions, negotiations, or more refined submittals before the ultimate selection of a contractor/consultant is

made. These rounds could encompass revisions of the submittal criteria in response to the nature and scope of the initial qualifications.

6. SCHEDULE

The following identifies the proposed schedule for the RFP and consultant selection process:

- _____, 2024 RFP Released
- _____, 2024 Inquiry Deadline
- _____, 2024 Submittal Deadline
- _____, 2024 Consultant Selection
- _____, 2024 City Council Contract Approval

It is anticipated that approval of the formal contract with the City of South El Monte will occur on _____, 2024. Following a written notice-to-proceed, to be issued by the City, the Consultant's work shall begin no later than seven (7) days after City Council approval and shall be completed in accordance with the agreed upon schedule.

The notice to proceed issued by the City will specify the work including phases to be completed, a schedule for the work, the basis for payment, and the limits of compensation. The Consultant shall not begin work nor incur any costs associated with any task identified herein without an explicit written notice to proceed.

7. COMPENSATION

The City will negotiate a contract with the selected Consultant based on the following assumptions and conditions:

- All services rendered as described in the Scope of Work, including all labor, equipment, materials, and expenses, the Consultant shall be compensated on a time and expenses basis by task or phase for work completed.
- The not-to-exceed amount should be broken down by phase.

Inquiries:

All requests for clarifications or interpretations shall be made in writing and shall be emailed to the project manager, Gerardo Marquez, at gmarquez@southelmonte.org. Inquiries shall contain the firm's name, contact person, and email address and be titled "Cannabis Application Consultant Services – RFP." Deadline for inquiries is _____, 2024 at 5:00 pm. City staff will post responses to all inquiries in the form of an addendum with the RFP documents at <http://www.southelmonte.org> (create page or inbox) on or before _____ by 5:00 pm (PST).

8. CONTRACT CONDITIONS

The selected Consultant will be required to sign a standard City agreement and maintain required insurance coverage as indicated in Attachment 1. Unless indicated otherwise, submission of a proposal indicates that the proposer accepts the terms of the standard agreement.

9. CONTRACT CONDITIONS

The following documents are available for viewing and download at the locations listed below:

- City of South El Monte Municipal Code
https://library.qcode.us/lib/south_el_monte_ca/pub/municipal_code
- City of South El Monte Cannabis Operations Regulatory Program (Revised)
<https://portal.laserfiche.com/Portal/DocView.aspx?id=23745&repo=r-fe8f1ab6>
- City of South El Monte Zoning Regulations
https://library.qcode.us/lib/south_el_monte_ca/pub/municipal_code/item/title_17
- City of South El Monte Business License Regulations
https://library.qcode.us/lib/south_el_monte_ca/pub/municipal_code/item/title_5
- City of South El Monte Zoning Map
<https://www.cityofsouthelmonte.org/DocumentCenter/View/3286/Zoning-Map-PDF?bidId=>

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

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

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

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

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

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as

specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

_____	_____
(Name)	(Title)

_____	_____
(Name)	(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

The Contract Officer shall be [_____] or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless

otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant’s business, custody of the books and records may be given to City, and access shall be provided by Consultant’s successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

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

6.3 Ownership of Documents.

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

therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

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

7.8 Termination Prior to Expiration of Term.

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

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the

compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and

that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Address: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

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

☐ INDIVIDUAL

☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 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

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

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

DESCRIPTION OF ATTACHED DOCUMENT

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SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

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

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 ~~striketrough~~ and added text in ***bold italics***.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

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

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

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

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

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

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

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

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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

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

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

- A.
- B.
- C.

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



City Council Agenda Report

Agenda Item No. 9.b.

DATE: February 13, 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 THE 2024 NIGHT MARKETS, SUMMER CONCERT SERIES AND FOURTH OF JULY CELEBRATION CONCERT BAND PERFORMANCES

SUMMARY: Staff is requesting the approval for the 2024 Night Markets (4), Summer Concert Series (6), and the Fourth of July Celebration band performances.

RECOMMENDED ACTION:

Staff recommend City Council consider and approve the 2024 Night Markets (4), Summer Concert Series (6), and the Fourth of July Celebration band performances.

FISCAL/FINANCIAL IMPACT: The 2024 scheduled Night Markets include two (2) markets, on April 4, 2024, and May 2, 2024, approved in the Fiscal Year (FY) 2023-24 special events budget and the remaining two (2) markets scheduled on September 5, 2024, and October 3, 2024, will be proposed in FY 2024-25 budget deliberations.

The 2024 Summer Concert Series includes two (2) concerts, on June 13, 2024, and June 27, 2024, approved in the Fiscal Year (FY) 23-24 summer concerts budget and the remaining four (4) concerts scheduled on July 11, 2024, July 25, 2024, August 8, 2024, and August 22, 2024, will be proposed in FY 24-25 budget deliberations.

The 2024 Fourth of July Celebration scheduled on July 4, 2024, will be proposed in FY 24-25 budget deliberations.

Hosting a band performance at a City event averages between \$1,600.00 to \$2,000.00 for a 2-hour performance including the performer's PA system.

DISCUSSION: At the November 14, 2023 City Council Meeting, the City Council approved the City's 2024 Special Events Calendar which includes four (4) Night Markets, six (6) Summer Concerts, and the Fourth of July Celebration. The events are scheduled to feature a live 2-hour band performance in each respective event.

The live entertainment featured at these events encourages the public to bring out their

lawn chairs to enjoy music or dance the night away and celebrate community, music, and the vibrant spirit that defines South El Monte in a safe and family friendly environment.

In efforts to engage the community, staff conducted a survey on the City's social media accounts requesting band recommendations for the City's upcoming events. The survey results have been listed and detailed in order based on the highest level of popularity in Attachment A, 2024 City Concerts Survey Results.

Furthermore, staff compiled the survey results into a recommended list for the 2024 events referenced as Attachment B, 2024 City Event Band Recommendation. In order to ensure the performer's availability, staff is seeking City Council's direction and approval from either the staff's recommended band list or the survey results list to proceed with scheduling accordingly.

ATTACHMENT(S):

- A. Attachment A - 2024 City Event Concert Survey Results
- B. Attachment B - 2024 City Event Band Recommendation

Attachment A

2024 City Event Concert Survey Results			
Band Name	Genre	Price	Survey Source
The New Beginning Band	Oldies, Cumbias, Ballads, R&B, Rock N' Roll, Country, Salsa, and Top 40.	\$1,500.00 for 2 hr set	Facebook: Direct message from band; Top Facebook and Instagram recommendation
The Platinum Beat	Top 40, Latin Rock, Pop 90's	\$1,600.00 for 2 hr set	Top Instrgram: Direct message from band
Soto	Latin, Funk, R&B, and Dance	\$2,000.00 for 2 hr set	Top Facebook and Instagram recommendation; has performed in the past.
Suave	Jazz, Rock, Swing, R&B, Cumbia, Merengue, Salsa, and ChaCha.	\$1,700.00 for 2 hr set	Top Facebook and Instagram recommendation; has performed in the past.
Cold Duck	Latin Jazz Cover Bands	\$1,800.00 for 2 hr set	Facebook: Direct message from band; has performed in concert
Ace Band	Pop Rock, R&B, 80's Dance	\$1,700.00 for 2 hr set	Facebook: Direct message from band; has performed in concert
Chico Band	Latin, Oldies, Latin Rock, Cumbias	\$ 1,700.00 for 2 hr set	Facebook: Direct message from band; has performed in concert
Versatil Melodia	Cumbias, Latin Rock, Latin top 40's	\$2,300.00 for 2 hr set	Facebook: Direct message from band; has performed in concert
The Impulse Band	70's and 80's Dance, top 40, R&B, Old School, Latin, and Classic Rock	\$1,000.00 for 2 hr set	Facebook: Direct message from band. Used in 1 st night market in 2023.
TIERRA – The Legacy Continues	Latin, Rock, Pop, Jazz, R&B, and Salsa	\$4,000.00 for 1.5 hr set	Facebook and Instagram recommendation; has performed in the past.
Pulp Vixen – Female Fueled Music	Rock, Top 40, Dance, Latin, and 80's	\$1,600.00 for 2 hr set	Facebook and Instagram recommendation
Bump Town Band	Latin, Rock, Pop, Jazz, R&B, and Salsa.	\$1,600.00 for 2 hr set	Reached out to City Staff
The Jolly Corks	Multi Decade Tribute Band the 60s, 70s, 80s 90s and 2000s	1,300.00 for 2 hr set	Reached out to City Staff
Area80's	80's Cover Band- Retro Nu-wave 80s	\$1,300.00 for 2 hr set	Reached out to City Staff

Attachment A

Taken Cover Act	a Multi-Decade Duo show Cover hits from the 60s to Current	\$1,300.00 for 2 hour set	Reached out to City Staff
Luis Cruz Beltran	Latin jazz and classic R&B	\$2,400.00 for 2 hour set	Reached out to City Staff

Attachment B

2024 City Event Band Recommendation

Event	Date	Recommended Band
April Night Market	Thursday, April 4, 2024	Impulse Band
May Night Market	Thursday, May 2, 2024	Melodia Verstail
1st Summer Concert	Thursday, June 13, 2024	Cold Duck
2nd Summer Concert	Thursday, June 27, 2024	Chico Band
Fourth of July Celebration	Thursday, July 4, 2024	The Platinum Beat
3rd Summer Concert	Thursday, July 11, 2024	Suave
4th Summer Concert	Thursday, July 25, 2024	Chico
5th Summer Concert	Thursday, August 8, 2024	Ace Band
6th Summer Concert	Thursday, August 22, 2024	Soto
September Night Market	Thursday, September 5, 2024	The New Beginning Band
October Night Market	Thursday, October 3, 2023	Bump Town Band



City Council Agenda Report

Agenda Item No. 9.c.

DATE: February 13, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Anthony Taylor, City Attorney

SUBJECT: CONSIDERATION TO RECEIVE AND FILE 2023–2024 CALIFORNIA LEGISLATION UPDATE

SUMMARY: Staff is requesting City Council receive and file this 2023–24 California Legislation Update and discuss any questions with staff and the City Attorney's Office.

RECOMMENDED ACTION: Staff recommends City Council receive and file this report and presentation.

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

DISCUSSION: In October 2022 and 2023, Governor Newsom signed into law several bills impacting local government agencies. SB 1439 became effective on January 1, 2023, while the AB 557, AB 63, and SB 678 became effective on January 1, 2024. The subject matter of these laws vary from campaign contributions and elections to remote meetings. For simplicity, this report breaks down each bill by category and provides a brief synopsis of each bill.

AB 557: Remote Meetings (Teleconference)

- Indefinitely extends emergency remote meeting procedures used during the COVID-19 pandemic under the Brown Act
- Allows teleconferencing when (1) the legislative body meets for the purpose of determining whether, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees, or (2) has previously made that determination
- Extends the period for a legislative body to make such findings related to a continuing state of emergency to no later than 45 days after the first teleconferenced meeting, and every 45 days thereafter, in order to continue to meet under the revised Brown Act procedures

- Effective January 1, 2026, rescinds the ability of a member of a legislative body to join public meetings remotely due to “emergency circumstances” or “just cause” pursuant to AB 2449

AB 63: Canvass of the Vote (Reporting Results)

- Requires the elections official, beginning no later than the Thursday following the election until submission of a certified statement of results, to post updated information regarding the election on their internet website at least once per week
- Requires the Secretary of State to notify either the State Assembly or State Senate if any legislative candidate who won their race was not continuously registered to vote in the district that they ran to represent

SB 678: Elections (Disclosures)

- Requires a person who is paid by a committee to support or oppose a candidate or ballot measure on an internet website, web application, or digital application, to include a disclaimer (if not already required) stating that they were paid by the committee in connection with the post
- Failure to post the disclaimer authorizes the Fair Political Practices Commission to seek injunctive relief to compel disclosure
- Exempts the disclaimer requirement for content posted by a compensated employee of a committee on the employee’s own social media page or account if the only expense or cost of the communication is compensated staff time, unless the person’s principal duties as an employee are to post content on the person’s own social media page or account

SB 1439: Campaign Contributions (Agency Officers)

- Extends the Levine Act’s (Govt. Code section 84308) requirements to local elected officials
- Requires local elected officials (including members of city council, special district boards, and school district boards) to recuse from (i.e., “conflict out”) certain proceedings involving their campaign contributors and to, further, make certain disclosures of such contributors
- Prevents local elected officials from accepting, soliciting, or directing campaign contributions greater than \$250 from a party or participant in any proceeding (including their agents) while the proceeding is pending and, further, for the 12 months after a final decision in proceeding
- In order to implement SB 1439, the Fair Political Practices Commission (“FPPC”) recently adopted regulations (some new and some amended). These regulations help clarify how SB 1439 would apply to local elected officials, including the related

complexities. The following are some brief highlights of the guidance provided by the regulations:

- *Pre-January 1, 2023, Contributions and Proceedings.* SB 1439 does not apply to contributions made or received and proceedings participated in by local elected officers that occurred prior to January 1, 2023. (New FPPC Regulation 18438.) This codifies their Kendrick Opinion (No. O-22-002) from last year
- *Officer of an Agency.* Clarified the definition of an “officer” under SB 1439 so that it also applies to an officer who has already lost an election. (Amended FPPC Regulation 18438.1(d)(4))
- *Agent.* An “agent” is someone who represents a “... party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding.” (Amended FPPC Regulation 18438.3(a))
- *Pending Proceeding.* Under Amended FPPC Regulation 18438.2(b), a proceeding involving a license, permit, or other entitlement is considered “pending” in the following circumstances:
 - *For an officer,* a proceeding involving a license, permit, or other entitlement for use is pending (1) when the decision is before the officer for their consideration. If the officer is a member of a governing body, this includes any item placed on the agenda for discussion or decision at the body’s public meeting; or (2) when the officer knows or has reason to know a proceeding involving a license, permit or other entitlement for use is before the jurisdiction of the agency for its decision or other action, and it is reasonably foreseeable the decision will come before the officer in the officer’s decision making capacity
 - *For a party or party’s agent,* or a participant or participant’s agent, a proceeding involving a license, permit or other entitlement for use is pending when it is before the jurisdiction of the agency for its decision or other action
- This is only a brief snapshot of the FPPC’s new and amended regulations implementing SB 1439 in order to provide a general illustration of what has changed. The new and amended regulations are fairly extensive, nuanced, and complex, and will require analysis in the context of specific situations as they arise. This includes requirements for disclosure of contributions as they arise. As such, we recommend that you seek further guidance from your attorney as matters arise
- The FPPC’s guidance materials on the Levine Act were issued in October 2023—reflecting the complexity of and ongoing questions regarding the application of the Levine Act

ATTACHMENT(S):

- A. (SEM) New Laws Memo to City Council (2024)(955372.2)
- B. Copy of Bills

C. (SEM) FPPC Guidance on the Levine Act(958379.1)

ATTACHMENT A



CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540



MEMO
City Clerk's Office

DATE: February 13, 2024
TO: Honorable Mayor and City Council
Rene Salas, City Manager
SUBJECT: Summary of New Legislation for 2024
FROM: Donna G. Schwartz, City Clerk

The below is a summary of new legislation taking effect in 2024, more information will be provided from the City Attorney by way of a staff report at a future meeting to discuss.

SB 1439 Campaign Contributions (Agency Officers - Amending California Government Code Section 84308): This bill, effective January 1, 2023, extends the Levine Act's (Govt. Code section 84308) requirements to local elected officials. Overall, SB 1439 requires local elected officials (including members of city council, special district boards, and school district boards) to recuse from (i.e., "conflict out") certain proceedings involving their campaign contributors and to, further, make certain disclosures of such contributors.

This bill also prevents local elected officials from accepting, soliciting, or directing campaign contributions greater than \$250 from a party or participant in any proceeding (including their agents) while the proceeding is pending and, further, for the 12 months after a final decision in proceeding.

AB 557 Remote Meetings (Teleconference): This bill, effective January 1, 2024, indefinitely extends emergency remote meeting procedures used during the COVID-19 pandemic under the Brown Act. AB 557 builds on an earlier bill, AB 361, which allows local agencies to meet remotely during certain states of emergency using modified Brown Act meeting procedures. AB 361 was set to expire at the end of 2023; however, AB 557 strikes down this sunset provision.

Particularly, AB 557 permits teleconferencing when (1) the legislative body meets for the purpose of determining whether, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees, or (2) has previously made that determination. AB 557 also extends the period for a legislative body to make such findings related to a continuing state of emergency to no later than 45 days after the first teleconferenced meeting,

ATTACHMENT A

and every 45 days thereafter, in order to continue to meet under the revised Brown Act procedures.

Further, AB 557 eliminates explicit references to social distancing measures in Government Code section 54953 (e)(1)(A) and (e)(3), but all policies regarding states of emergency remain unchanged. Also, effective January 1, 2026, AB 557 rescinds the ability of a member of a legislative body to join public meetings remotely due to “emergency circumstances” or “just cause” pursuant to AB 2449.

AB 63 Canvass of the Vote (Reporting Results): This bill, effective January 1, 2024, requires the elections official, beginning no later than the Thursday following the election until submission of a certified statement of results, to post updated information regarding the election on their internet website at least once per week. Further, this bill requires the Secretary of State to notify the relevant house of the Legislature if any legislative candidate who won their race was not continuously registered to vote in the district that they ran to represent.

SB 678 Elections (Disclosures): This bill, effective January 1, 2024, requires individuals paid by a committee to support or oppose a candidate or ballot measure on internet websites, web applications, or digital applications to include a disclaimer stating that they were paid by the committee. Online political advertisement disclosures are already required, but only if a campaign committee posts the advertisement. This bill ensures that a committee cannot avoid disclosures simply by paying a third party to post content.

For further questions you may direct them to the City Attorney Anthony R. Taylor.

Copy of the Bills attached.


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AB-557 Open meetings: local agencies: teleconferences. (2023-2024)

SHARE THIS:



Date Published: 10/10/2023 09:00 PM

Assembly Bill No. 557

CHAPTER 534

An act to amend and repeal Section 54953 of the Government Code, relating to local government.

[Approved by Governor October 08, 2023. Filed with Secretary of State
October 08, 2023.]

LEGISLATIVE COUNSEL'S DIGEST

AB 557, Hart. Open meetings: local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding providing for the ability of the public to observe and provide comment. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined.

Existing law, until January 1, 2024, authorizes the legislative body of a local agency to use teleconferencing without complying with those specified teleconferencing requirements in specified circumstances when a declared state of emergency is in effect. Those circumstances are that (1) state or local officials have imposed or recommended measures to promote social distancing, (2) the legislative body is meeting for the purpose of determining whether, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees, or (3) the legislative body has previously made that determination. If there is a continuing state of emergency, or if state or local officials have imposed or recommended measures to promote social distancing, existing law requires a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law requires a legislative body that holds a teleconferenced meeting under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option. Existing law prohibits a legislative body that holds a teleconferenced meeting under these abbreviated teleconferencing procedures from requiring public comments

to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time.

This bill would revise the authority of a legislative body to hold a teleconference meeting under those abbreviated teleconferencing procedures when a declared state of emergency is in effect. Specifically, the bill would extend indefinitely that authority in the circumstances under which the legislative body either (1) meets for the purpose of determining whether, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees, or (2) has previously made that determination. The bill would also extend the period for a legislative body to make the above-described findings related to a continuing state of emergency to not later than 45 days after the first teleconferenced meeting, and every 45 days thereafter, in order to continue to meet under the abbreviated teleconferencing procedures.

The bill would additionally make nonsubstantive changes to those provisions and correct erroneous cross-references.

(2) This bill would incorporate additional changes to Section 54953 of the Government Code proposed by SB 537 to be operative only if this bill and SB 537 are enacted and this bill is enacted last.

(3) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

Vote: majority Appropriation: no Fiscal Committee: no Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 54953 of the Government Code, as amended by Section 1 of Chapter 285 of the Statutes of 2022, is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. If the legislative body of a local agency elects to use teleconferencing, the legislative body of a local agency shall comply with all of the following:

(A) All votes taken during a teleconferenced meeting shall be by rollcall.

(B) The teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.

(C) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(D) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e).

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) The legislative body of a local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in either of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(B) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (A), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option.

(B) In the event of a disruption that prevents the legislative body from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption that prevents the legislative body from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(C) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time.

(D) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that

requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(E) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (D), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (D), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (D), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 45 days after teleconferencing for the first time pursuant to subparagraph (A) or (B) of paragraph (1), and every 45 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(4) This subdivision shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(f) (1) The legislative body of a local agency may use teleconferencing without complying with paragraph (3) of subdivision (b) if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda, which location shall be open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction and the legislative body complies with all of the following:

(A) The legislative body shall provide at least one of the following as a means by which the public may remotely hear and visually observe the meeting, and remotely address the legislative body:

(i) A two-way audiovisual platform.

(ii) A two-way telephonic service and a live webcasting of the meeting.

(B) In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment.

(C) The agenda shall identify and include an opportunity for all persons to attend and address the legislative body directly pursuant to Section 54954.3 via a call-in option, via an internet-based service option, and at the in-person location of the meeting.

(D) In the event of a disruption that prevents the legislative body from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption that prevents the legislative body from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(2) A member of the legislative body shall only participate in the meeting remotely pursuant to this subdivision, if all of the following requirements are met:

(A) One of the following circumstances applies:

(i) The member notifies the legislative body at the earliest opportunity possible, including at the start of a regular meeting, of their need to participate remotely for just cause, including a general description of the circumstances relating to their need to appear remotely at the given meeting. The provisions of this clause shall not be used by any member of the legislative body for more than two meetings per calendar year.

(ii) The member requests the legislative body to allow them to participate in the meeting remotely due to emergency circumstances and the legislative body takes action to approve the request. The legislative body shall request a general description of the circumstances relating to their need to appear remotely at the given meeting. A general description of an item generally need not exceed 20 words and shall not require the member to disclose any medical diagnosis or disability, or any personal medical information that is already exempt under existing law, such as the Confidentiality of Medical Information Act (Chapter 1 (commencing with Section 56) of Part 2.6 of Division 1 of the Civil Code). For the purposes of this clause, the following requirements apply:

(I) A member shall make a request to participate remotely at a meeting pursuant to this clause as soon as possible. The member shall make a separate request for each meeting in which they seek to participate remotely.

(II) The legislative body may take action on a request to participate remotely at the earliest opportunity. If the request does not allow sufficient time to place proposed action on such a request on the posted agenda for the meeting for which the request is made, the legislative body may take action at the beginning of the meeting in accordance with paragraph (4) of subdivision (b) of Section 54954.2.

(B) The member shall publicly disclose at the meeting before any action is taken, whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with any such individuals.

(C) The member shall participate through both audio and visual technology.

(3) The provisions of this subdivision shall not serve as a means for any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location for a period of more than three consecutive months or 20 percent of the regular meetings for the local agency within a calendar year, or more than two meetings if the legislative body regularly meets fewer than 10 times per calendar year.

(g) The legislative body shall have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the procedure for receiving and resolving requests for accommodation.

(h) The legislative body shall conduct meetings subject to this chapter consistent with applicable civil rights and nondiscrimination laws.

(i) (1) Nothing in this section shall prohibit a legislative body from providing the public with additional teleconference locations.

(2) Nothing in this section shall prohibit a legislative body from providing the public with additional physical locations in which the public may observe and address the legislative body by electronic means.

(j) For the purposes of this section, the following definitions shall apply:

(1) "Emergency circumstances" means a physical or family medical emergency that prevents a member from attending in person.

(2) "Just cause" means any of the following:

(A) A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. "Child," "parent," "grandparent," "grandchild," and "sibling" have the same meaning as those terms do in Section 12945.2.

(B) A contagious illness that prevents a member from attending in person.

(C) A need related to a physical or mental disability as defined in Sections 12926 and 12926.1 not otherwise accommodated by subdivision (g).

(D) Travel while on official business of the legislative body or another state or local agency.

(3) "Remote location" means a location from which a member of a legislative body participates in a meeting pursuant to subdivision (f), other than any physical meeting location designated in the notice of the meeting. Remote locations need not be accessible to the public.

(4) "Remote participation" means participation in a meeting by teleconference at a location other than any physical meeting location designated in the notice of the meeting. Watching or listening to a meeting via webcasting or another similar electronic medium that does not permit members to interactively hear, discuss, or deliberate on matters, does not constitute remote participation.

(5) "State of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(6) "Teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

(7) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic function.

(8) "Two-way telephonic service" means a telephone service that does not require internet access, is not provided as part of a two-way audiovisual platform, and allows participants to dial a telephone number to listen and verbally participate.

(9) "Webcasting" means a streaming video broadcast online or on television, using streaming media technology to distribute a single content source to many simultaneous listeners and viewers.

(k) This section shall remain in effect only until January 1, 2026, and as of that date is repealed.

SEC. 1.5. Section 54953 of the Government Code, as amended by Section 1 of Chapter 285 of the Statutes of 2022, is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. If the legislative body of a local agency elects to use teleconferencing, the legislative body of a local agency shall comply with all of the following:

(A) All votes taken during a teleconferenced meeting shall be by rollcall.

(B) The teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.

(C) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(D) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e).

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) The legislative body of a local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in either of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(B) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (A), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option.

(B) In the event of a disruption that prevents the legislative body from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or

internet-based service option is restored. Actions taken on agenda items during a disruption that prevents the legislative body from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(C) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time.

(D) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(E) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (D), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (D), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (D), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 45 days after teleconferencing for the first time pursuant to subparagraph (A) or (B) of paragraph (1), and every 45 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(4) This subdivision shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(f) (1) The legislative body of a local agency may use teleconferencing without complying with paragraph (3) of subdivision (b) if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda, which location shall be open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction and the legislative body complies with all of the following:

(A) The legislative body shall provide at least one of the following as a means by which the public may remotely hear and visually observe the meeting, and remotely address the legislative body:

(i) A two-way audiovisual platform.

(ii) A two-way telephonic service and a live webcasting of the meeting.

(B) In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment.

(C) The agenda shall identify and include an opportunity for all persons to attend and address the legislative body directly pursuant to Section 54954.3 via a call-in option, via an internet-based service option, and at the in-person location of the meeting.

(D) In the event of a disruption that prevents the legislative body from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption that prevents the legislative body from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(2) A member of the legislative body shall only participate in the meeting remotely pursuant to this subdivision, if all of the following requirements are met:

(A) One of the following circumstances applies:

(i) The member notifies the legislative body at the earliest opportunity possible, including at the start of a regular meeting, of their need to participate remotely for just cause, including a general description of the circumstances relating to their need to appear remotely at the given meeting. The provisions of this clause shall not be used by any member of the legislative body for more than two meetings per calendar year.

(ii) The member requests the legislative body to allow them to participate in the meeting remotely due to emergency circumstances and the legislative body takes action to approve the request. The legislative body shall request a general description of the circumstances relating to their need to appear remotely at the given meeting. A general description of an item generally need not exceed 20 words and shall not require the member to disclose any medical diagnosis or disability, or any personal medical information that is already exempt under existing law, such as the Confidentiality of Medical Information Act (Chapter 1 (commencing with Section 56) of Part 2.6 of Division 1 of the Civil Code). For the purposes of this clause, the following requirements apply:

(I) A member shall make a request to participate remotely at a meeting pursuant to this clause as soon as possible. The member shall make a separate request for each meeting in which they seek to participate remotely.

(II) The legislative body may take action on a request to participate remotely at the earliest opportunity. If the request does not allow sufficient time to place proposed action on such a request on the posted agenda for the meeting for which the request is made, the legislative body may take action at the beginning of the meeting in accordance with paragraph (4) of subdivision (b) of Section 54954.2.

(B) The member shall publicly disclose at the meeting before any action is taken, whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with any such individuals.

(C) The member shall participate through both audio and visual technology.

(3) The provisions of this subdivision shall not serve as a means for any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location for a period of more than three consecutive months or 20 percent of the regular meetings for the local agency within a calendar year, or more than two meetings if the legislative body regularly meets fewer than 10 times per calendar year.

(g) The legislative body shall have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the procedure for receiving and resolving requests for accommodation.

(h) The legislative body shall conduct meetings subject to this chapter consistent with applicable civil rights and nondiscrimination laws.

(i) (1) Nothing in this section shall prohibit a legislative body from providing the public with additional teleconference locations.

(2) Nothing in this section shall prohibit a legislative body from providing the public with additional physical locations in which the public may observe and address the legislative body by electronic means.

(j) For the purposes of this section, the following definitions shall apply:

(1) "Emergency circumstances" means a physical or family medical emergency that prevents a member from attending in person.

(2) "Just cause" means any of the following:

(A) A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. "Child," "parent," "grandparent," "grandchild," and "sibling" have the same meaning as those terms do in Section 12945.2.

(B) A contagious illness that prevents a member from attending in person.

(C) A need related to a physical or mental disability as defined in Sections 12926 and 12926.1 not otherwise accommodated by subdivision (g).

(D) Travel while on official business of the legislative body or another state or local agency.

(E) An immunocompromised child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely.

(3) "Remote location" means a location from which a member of a legislative body participates in a meeting pursuant to subdivision (f), other than any physical meeting location designated in the notice of the meeting. Remote locations need not be accessible to the public.

(4) "Remote participation" means participation in a meeting by teleconference at a location other than any physical meeting location designated in the notice of the meeting. Watching or listening to a meeting via webcasting or another similar electronic medium that does not permit members to interactively hear, discuss, or deliberate on matters, does not constitute remote participation.

(5) "State of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(6) "Teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

(7) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic function.

(8) "Two-way telephonic service" means a telephone service that does not require internet access, is not provided as part of a two-way audiovisual platform, and allows participants to dial a telephone number to listen and verbally participate.

(9) "Webcasting" means a streaming video broadcast online or on television, using streaming media technology to distribute a single content source to many simultaneous listeners and viewers.

(k) This section shall remain in effect only until January 1, 2026, and as of that date is repealed.

SEC. 2. Section 54953 of the Government Code, as amended by Section 2 of Chapter 285 of the Statutes of 2022, is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. If the legislative body of a local agency elects to use teleconferencing, the legislative body of a local agency shall comply with all of the following:

(A) All votes taken during a teleconferenced meeting shall be by rollcall.

(B) The teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.

(C) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(D) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e).

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) The legislative body of a local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in either of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(B) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (A), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option.

(B) In the event of a disruption that prevents the legislative body from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption that prevents the legislative body from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(C) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time.

(D) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(E) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (D), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (D), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (D), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 45 days after teleconferencing for the first time pursuant to subparagraph (A) or (B) of paragraph (1), and every 45 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(4) This subdivision shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(f) The legislative body shall have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the procedure for receiving and resolving requests for accommodation.

(g) The legislative body shall conduct meetings subject to this chapter consistent with applicable civil rights and nondiscrimination laws.

(h) (1) Nothing in this section shall prohibit a legislative body from providing the public with additional teleconference locations.

(2) Nothing in this section shall prohibit a legislative body from providing the public with additional physical locations in which the public may observe and address the legislative body by electronic means.

(i) For the purposes of this section, the following definitions shall apply:

(1) "State of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(2) "Teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

(j) This section shall become operative January 1, 2026.

SEC. 3. Section 54953 of the Government Code, as added by Section 3 of Chapter 285 of the Statutes of 2022, is repealed.

SEC. 4. Section 1.5 of this bill incorporates amendments to Section 54953 of the Government Code proposed by this bill and Senate Bill 537. That section of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2024, (2) each bill amends Section 54953 of the Government Code, and (3) this bill is enacted after Senate Bill 537, in which case Section 54953 of the Government Code, as amended by Senate Bill 537, shall remain operative only until the operative date of this bill, at which time Section 1.5 of this bill shall become operative, and Section 1 of this bill shall not become operative.

SEC. 5. The Legislature finds and declares that Sections 1 and 2 of this act, which amend Section 54953 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings.



AB-63 Canvass of the vote: reporting results. (2023-2024)

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Date Published: 10/10/2023 09:00 PM

Assembly Bill No. 63

CHAPTER 514

An act to add Sections 15306 and 15504.5 to the Elections Code, relating to elections.

[Approved by Governor October 08, 2023. Filed with Secretary of State
October 08, 2023.]

LEGISLATIVE COUNSEL'S DIGEST

AB 63, Cervantes. Canvass of the vote: reporting results.

Existing law requires the official canvass for an election to begin no later than the Thursday following the election and to be continued daily until completed. Existing law requires the elections official to submit a certified statement of the results of the election to the governing body within 30 days of the election, except as specified, and to post the statement on the elections official's internet website. Existing law also requires the elections official, on the 2nd day after the election, to send a report to the Secretary of State containing the estimated number of outstanding unprocessed ballots, and beginning on the 6th day after the election, to send an updated report on any day that the elections official publicly releases updated election results.

Under the California Constitution, a person is ineligible to serve as a State Assembly Member or State Senator if they have not been a resident of their legislative district for one year immediately preceding the election. Existing statutory law also requires the Secretary of State to compile the results of an election for State Assembly Member and State Senator, as specified, and to transmit a certificate of election to each person who is elected.

This bill would require the elections official, beginning no later than the Thursday following the election until submission of a certified statement of the results, to post updated information regarding the election on their internet website at least once per week. The information must at a minimum include updated results for any candidate for office or measure appearing on the ballot, the number of ballots processed and an estimated number of outstanding unprocessed ballots, according to specified categories, and the date and time when it is expected that the next results will be posted. The bill would permit the elections official to stop posting the results when either a certified statement of results is published or the only ballots left to count are vote by mail ballots for which a voter has the opportunity to cure their ballot by verifying or providing their signature.

This bill would require the Secretary of State, when transmitting a certificate of election or unofficial election results to the State Assembly or State Senate regarding a person who appears to have received the plurality of votes in an election for legislative office, to include a notation, if applicable, that the person was not continuously registered to vote in the district in which the person appears to have received a plurality of votes from the date the candidate filed their declaration of candidacy to the date on which the Secretary of State transmits the certificate of election or unofficial election results.

By imposing new duties on local elections officials, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 15306 is added to the Elections Code, to read:

15306. (a) Beginning no later than the Thursday following an election, and until the time specified in subdivision (b), an elections official shall post updated information regarding the election on their internet website at least once per week. The update shall include at least the following information:

- (1) Updated results for any candidate or measure appearing on the ballot.
- (2) The number of ballots processed and an estimated number of outstanding ballots remaining unprocessed for each of the following categories: ballots voted at a polling place, vote by mail ballots received on or before election day, vote by mail ballots received after election day, provisional ballots, and conditional registration ballots.
- (3) The date and time when it is expected that the next results will be posted.

(b) The elections official may stop posting the results described in subdivision (a) when either of the following occurs:

- (1) A certified statement of results is published pursuant to Section 15372.
- (2) The only ballots left to count are vote by mail ballots for which a voter has the opportunity either to verify their signature pursuant to subdivision (d) of Section 3019 or to provide their signature pursuant to subdivision (e) of Section 3019. If the elections official stops posting results for this reason, they shall post a notice stating this reason on their internet website.

(c) The requirements of this section are in addition to any other duty to report or publish information required of the elections official pursuant to Division 15 (commencing with Section 15000) or any other law.

SEC. 2. Section 15504.5 is added to the Elections Code, to read:

15504.5. Whenever the Secretary of State transmits a certificate of election or unofficial election results to the State Senate or State Assembly regarding a person who appears to have received the plurality of votes in an election for State Senator or State Assembly Member, the Secretary of State shall include a notation in that information, if applicable, that the person was not continuously registered to vote in the district in which the person appears to have received a plurality of votes from the date the candidate filed their declaration of candidacy pursuant to Section 8020 to the date, inclusive, on which the Secretary of State transmits the certificate of election or unofficial election results.

SEC. 3. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.



SB-678 Elections: disclosures. (2023-2024)

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Date Published: 09/01/2023 09:00 PM

Senate Bill No. 678

CHAPTER 156

An act to add Section 84513 to the Government Code, relating to the Political Reform Act of 1974.

[Approved by Governor September 01, 2023. Filed with Secretary of State
September 01, 2023.]

LEGISLATIVE COUNSEL'S DIGEST

SB 678, Umberg. Elections: disclosures.

Existing law, the Political Reform Act of 1974, provides for the comprehensive regulation of campaign financing and related matters, including by prohibiting, limiting, or requiring disclosure of certain political activities and by regulating certain political advertisements.

This bill would require a person who is paid by a committee to support or oppose a candidate or ballot measure on an internet website, web application, or digital application, as specified, to include a disclaimer, if not already required as specified, stating that they were paid by the committee in connection with the post. The bill would also require a committee to notify the person posting the content of the disclaimer requirement. Under this bill, if a person fails to post the disclaimer, they would not be subject to administrative penalties, but the Commission would be authorized to seek injunctive relief to compel disclosure. This bill would also exempt the disclaimer requirement for content posted by a compensated employee of a committee on the employee's own social media page or account if the only expense or cost of the communication is compensated staff time, unless the person's principal duties as an employee are to post content on the person's own social media page or account.

The Political Reform Act of 1974, an initiative measure, provides that the Legislature may amend the act to further the act's purposes upon a $\frac{2}{3}$ vote of each house of the Legislature and compliance with specified procedural requirements.

This bill would declare that it furthers the purposes of the act.

Vote: 2/3 Appropriation: no Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 84513 is added to the Government Code, to read:

84513. (a) (1) If a committee pays a person to post content on an internet website, web application, or digital application for the purpose of supporting or opposing a candidate for elective office or a ballot measure, the

person shall concurrently include a disclaimer with that content stating that the person was paid by the committee in connection with the posting.

(2) The disclaimer required by this subdivision shall be readily legible to an average viewer or, if the content is in audio format, shall be clearly audible. A disclaimer that states, or is substantially similar to, the following satisfies the requirement in this subdivision: "The author was paid by [name of committee and committee identification number] in connection with this posting."

(3) This subdivision does not apply to the following:

(A) Content requiring a disclosure pursuant to Section 84504.3 or subdivision (c) of Section 84511.

(B) Content posted on the committee's own website, profile, or landing page by a person compensated by the committee to post such content.

(C) Content posted by a compensated employee of a committee on the employee's own social media page or account where the only expense or cost of the communication is compensated staff time. This exception shall not apply if the compensated employee of the committee's principal duties are to post content on their own social media page or account.

(b) A committee described in subdivision (a) shall notify the person paid to post the content of the requirement to include a disclaimer.

(c) (1) Notwithstanding any other provision of this title, a person in violation of subdivision (a) is not subject to administrative, civil, or criminal penalties under this title.

(2) If a person violates subdivision (a), the Commission may seek injunctive relief to compel compliance pursuant to Section 90009 after the person is notified of the requirement in subdivision (a).

SEC. 2. The Legislature finds and declares that this bill furthers the purposes of the Political Reform Act of 1974 within the meaning of subdivision (a) of Section 81012 of the Government Code.



SB-1439 Campaign contributions: agency officers. (2021-2022)

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Date Published: 10/03/2022 09:00 PM

Senate Bill No. 1439

CHAPTER 848

An act to amend Section 84308 of the Government Code, relating to the Political Reform Act of 1974.

[Approved by Governor September 29, 2022. Filed with Secretary of State
September 29, 2022.]

LEGISLATIVE COUNSEL'S DIGEST

SB 1439, Glazer. Campaign contributions: agency officers.

The Political Reform Act of 1974 prohibits an officer of an agency from accepting, soliciting, or directing a contribution of more than \$250 from any party, participant, or a party or participant's agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for 3 months following the date a final decision is rendered in the proceeding, if the officer knows or has reasons to know that the participant has a financial interest, as defined. The act also prohibits a party, participant, or participant's agent from making a contribution of more than \$250 to an officer of the agency during the proceeding and 3 months following the date a final decision is rendered. The act defines "agency" for these purposes to mean any state or local government agency, except certain entities, including local government agencies whose members are directly elected by the voters.

This bill would remove the exception for local government agencies, thereby subjecting them to the prohibition described above. The bill would extend the prohibition on contributions from 3 to 12 months following the date a final decision is rendered in the proceeding. The bill would permit an officer who does not willfully and knowingly accept, solicit, or direct a prohibited contribution to cure the violation by returning it. The bill would require the party to a proceeding to disclose whether the party or the party's agent has made a contribution of more than \$250 in the 12 months before the proceeding.

A violation of the act is punishable as a misdemeanor. By expanding the scope of restrictions on contributions, this bill would expand the scope of an existing crime, and therefore would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The Political Reform Act of 1974, an initiative measure, provides that the Legislature may amend the act to further the act's purposes upon a $\frac{2}{3}$ vote of each house of the Legislature and compliance with specified procedural requirements.

This bill would declare that it furthers the purposes of the act.

Vote: 2/3 Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 84308 of the Government Code is amended to read:

84308. (a) The definitions set forth in this subdivision shall govern the interpretation of this section.

(1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

(2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.

(3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.

(4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.

(5) "License, permit, or other entitlement for use" means all business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.

(6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.

(b) While a proceeding involving a license, permit, or other entitlement for use is pending, and for 12 months following the date a final decision is rendered in the proceeding, an officer of an agency shall not accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party or a party's agent, or from any participant or a participant's agent if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution on the officer's own behalf, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

(c) Prior to rendering any decision in a proceeding involving a license, permit, or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. An officer of an agency shall not make, participate in making, or in any way attempt to use the officer's official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or a party's agent, or from any participant or a participant's agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7.

(d) (1) If an officer receives a contribution which would otherwise require disqualification under this section, and returns the contribution within 30 days from the time the officer knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, the officer shall be permitted to participate in the proceeding.

(2) (A) Subject to subparagraph (B), if an officer accepts, solicits, or directs a contribution of more than two hundred fifty dollars (\$250) during the 12 months after the date a final decision is rendered in the proceeding in violation of subdivision (b), the officer may cure the violation by returning the contribution, or the portion of

the contribution in excess of two hundred fifty dollars (\$250), within 14 days of accepting, soliciting, or directing the contribution, whichever comes latest.

(B) An officer may cure a violation as specified in subparagraph (A) only if the officer did not knowingly and willfully accept, solicit, or direct the prohibited contribution.

(C) An officer's controlled committee, or the officer if no controlled committee exists, shall maintain records of curing any violation pursuant to this paragraph.

(e) (1) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party or the party's agent.

(2) A party, or agent to a party, to a proceeding involving a license, permit, or other entitlement for use pending before any agency or a participant, or agent to a participant, in the proceeding shall not make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for 12 months following the date a final decision is rendered by the agency in the proceeding.

(3) When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in this section.

(f) This section shall not be construed to imply that any contribution subject to being reported under this title shall not be so reported.

SEC. 2. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

SEC. 3. The Legislature finds and declares that this bill furthers the purposes of the Political Reform Act of 1974 within the meaning of subdivision (a) of Section 81012 of the Government Code.



2023 Changes to Section 84308

ATTACHMENT C

February 2023

Senate Bill 1439

In 2022, the California Legislature passed [SB 1439](#), a bill that amended Section 84308 of the Political Reform Act (“the Act”). The changes took effect on January 1, 2023. As detailed below, the amendments significantly broadened the scope of the statute—most significantly by applying the statute’s restrictions to agencies whose members are directly elected by voters. In response to the changes brought on by SB 1439, the FPPC: (1) issued the [Kendrick Opinion](#) on the application of amended Section 84308; (2) is preparing a package of regulatory amendments; and (3) is providing guidance in the form of this fact sheet¹, as well as through formal advice letters and informal assistance via phone and email.

Section 84308 Generally

Section 84308 prohibits certain officials from taking part in an entitlement for use proceeding if the official has received a contribution exceeding \$250 from a party or participant in the proceeding within the preceding 12 months. An official is also prohibited from accepting, soliciting, or directing a contribution exceeding \$250 from a party or participant in the proceeding for a certain period of time after a final decision is rendered in such a proceeding.

A “party” is any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use. A “participant” is person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use, **and** has a financial interest in the decision.

A party to a proceeding before an agency involving a license, permit, or other entitlement for use must disclose on the record any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months to an official of the agency.

¹ This fact sheet is informational only and contains only highlights of selected provisions of the law. It does not carry the weight of the law. For further information, consult the Political Reform Act and its corresponding regulations, advice letters, and opinions.

In certain instances, an official may avoid violating this section by returning contributions in excess of \$250. (See subdivision (d).)

Changes in 2023

As of January 1, 2023, Section 84308 now operates differently in two key ways:

1. **Section 84308 now applies to agencies whose members are directly elected by voters including local elected officials such as city councilmembers and county supervisors serving on their respective boards; and**
2. **Officials are prohibited from accepting, soliciting, or directing a contribution exceeding \$250 from a party or participant for 12 months after the final decision of a proceeding.**

Common Questions Regarding Section 84308

Q. What types of proceedings are covered by Section 84308?

A. Section 84308 pertains to “proceeding[s] involving a license, permit, or other entitlement for use.” The phrase “license, permit, or other entitlement for use,” in turn, “means all business, trade, and land use licenses and permits and all other entitlements for use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.”

Q. Does an official have a duty to proactively determine whether a participant has a financial interest in a decision?

A. No. Section 84308 and Regulation 18438.7 require an official to recuse when the official knows or has reason to know of a participant’s financial interest in a proceeding, but neither the statute nor regulation establish a proactive duty to investigate a potential financial interest, such as reviewing other public records or questioning the individual.

Q. Do SB 1439’s amendments to Section 84308 apply to contributions received or proceedings participated in throughout 2022, before SB 1439 took effect?

A. The Commission has determined a local elected official is not prohibited from taking part in entitlement for use proceedings based on contributions received in 2022, nor is an official prohibited from accepting, soliciting, or directing contributions exceeding \$250 from parties or participants in proceedings finalized in 2022. (See *Kendrick* Opinion, No. O-22-002.)

Q. When will the Commission amend regulations relating to Section 84308?

A. Pre-notice discussion of regulatory amendments is scheduled to occur at the Commission's February 16, 2023 meeting, with presentation for adoption scheduled to occur at the Commission's April 20, 2023 meeting. The Commission welcomes and encourages public comments regarding potential regulatory amendments. To find out how to participate in a FPPC meeting, go to <https://www.fppc.ca.gov/about-fppc/contact-us/public-comment.html>.



Parties, Participants, Agents, and Section 84308

October 2023

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INTRODUCTION

Section 84308 is a California law aimed at preventing “pay-to-play practices,” in part, by prohibiting parties, participants, and their respective agents in a proceeding involving a license, permit, or other entitlement for use (collectively referenced as a “entitlement for use proceeding” or “proceeding”) from contributing more than \$250 to an officer of the agency the proceeding is before during a 12-month period. The prohibition applies to any 12-month period while the proceeding is pending and for 12 months following the date a final decision is rendered in the proceeding.

Additionally, in an entitlement for use proceeding, a party—but not a participant—is required to disclose any contributions exceeding an aggregate \$250 that the party and their agents have made to an officer of the agency within the preceding 12 months.

When it was first enacted in 1982, Section 84308 applied to appointed members of boards and commissions who were running for elective office. (Stats. 1982, ch. 1049 § 1 (“Levine Act”).) However, effective January 1, 2023, the Legislature expanded the scope of its prohibitions to apply to agencies whose members are directly elected by voters and extend the prohibitions from 3 months to 12 months after the final decision in a proceeding. (Stats. 2022, ch. 848 § 1 (“SB 1439”).)

The following is a step-by-step guide to help you determine:

- What is a “proceeding involving a license, permit, or other entitlement for use”?
- Am I a “party,” “participant,” or “agent”?
- Who qualifies as an “officer of an agency”?
- When is the proceeding “pending”?
- How is the \$250 limit calculated?

Frequently Asked Questions are also addressed.

A. WHAT IS A “PROCEEDING INVOLVING A LICENSE, PERMIT, OR OTHER ENTITLEMENT FOR USE”?

Section 84308 defines the term “license, permit, or other entitlement for use” to mean “all business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.”

The term “entitlement for use” is not defined by Section 84308. The overall scheme and purpose of Section 84308 suggests that the types of proceedings which should be covered by Section 84308 are those in which specific, identifiable persons are directly affected or in which there is a direct substantial financial impact upon the participants. The California courts have examined the term “entitlement for use” in other contexts. These decisions provide useful guidance; however, interpretation of the Act is not necessarily limited by interpretation of other laws. Below is a list of proceedings FPPC staff have previously advised are entitlement for use proceedings. (See, e.g., *Velasquez* Advice Letter, No. I-23-065; *Quadri* Advice Letter, No. A-02-096; *Washington* Advice Letter, No. I-91-521.)

Examples of Entitlement for Use Proceedings	
• Building and development permits • Charter school petitions • Conditional use permits • Contracts generally, including small purchase order agreements, unless an exception applies • Public street abandonments • Private development plans • Professional license revocations • Rezoning of specific real estate parcels • Event Permits	• Rulemaking procedures affecting a particular industry where only a small number of businesses are affected • Special district formation proceedings involving the creation of a special use or benefit to the persons in the district • Tentative subdivision and parcel maps • Zoning variances

Note: Section 84308 does not cover proceedings in which general policy decisions or rules are made or where the interests affected are many and diverse.

B. AM I A “PARTY,” “PARTICIPANT,” OR “AGENT”?

1. Parties

Section 84308 defines “party” as “any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.”

In general, if you applied for a permit, license or for a right to use property in a particular way (for example, a short-term vacation rental application) that requires the agency’s discretionary approval, you will qualify as a party in an entitlement for use proceeding.

2. Participants

Section 84308 defines “participant” as any person who is not a party but who **actively supports or opposes a particular decision** in an entitlement for use proceeding and who has a **financial interest** in the decision.

In general, you will qualify as a participant if you have a financial interest in the proceeding and you communicate with an officer or employee of the agency for the purpose of influencing a decision in the proceeding.

Note: You would not qualify as a “participant” based on communications made to the public outside of the proceeding, such as publishing an op-ed in a local newspaper or protesting outside of a government building.

Participant Example 1

You send a letter to the City Council regarding an entitlement for use proceeding. If you have a financial interest in the proceeding, you qualify as a **participant**.

Participant Example 2

You make a public comment regarding an entitlement for use proceeding during a public meeting. If you have a financial interest in the proceeding, you qualify as a **participant**.

Participant Example 3

You write an op-ed article, published in the local paper, in support or opposition of a particular outcome in an entitlement for use proceeding. Even if you have a financial interest in the proceeding, as long as you do not communicate directly with the officer or agency regarding the proceeding, you **do not qualify as a participant**.

Participant Example 4

You protest outside of City Hall before an entitlement for use proceeding is held, yelling and chanting that the City Council should vote “no” on the underlying project. Because the communication is made in a public setting outside of the proceeding itself, you **do not qualify as a participant** based on your protesting.

Financial Interests

Central to many of the above examples is the question of whether you have a “financial interest” in the proceeding such that you may qualify as a “participant.” In general, you are considered to have a “financial interest” for purposes of Section 84308 if it is **reasonably foreseeable the proceeding, or a governmental decision within the proceeding, would have a material financial effect on one or more of your economic interests**. Relevant economic interests include your interests in business entities, real property, sources of income, sources of gifts, and personal finances.

Determining whether you have a financial interest in a proceeding or particular governmental decision can be a complex matter. For this reason, if you have participated or are continuing to take part in an entitlement for use proceeding and you are not sure whether you have a financial interest in the decision, you should contact the FPPC for assistance. **If you have a financial interest in the proceeding, such that you qualify as a “participant” for purposes of Section 84308, you are prohibited from contributing more than \$250 to an officer of the agency while the proceeding is pending and for 12 months thereafter.** More information on financial interests and when a financial interest is “material” can be found in our “Officers and Section 84308” Guide.

3. Agents

A person is your “agent” (as a party or participant) in an entitlement for use proceeding if the person:

- Represents you for compensation; and
- Appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding.

Note: An individual will qualify as an agent only if the individual’s communication with an agency is *for the purpose of influencing the pending proceeding*. An individual whose communications with an agency are *not* made for the purpose of influencing the proceeding is not considered an agent, even if the individual receives compensation from a party or participant.

Agent Example 1

Ainsley Atkinson, an attorney, is paid to represent you in obtaining a real estate development agreement and drafts a letter in support of the project on your behalf. Atkinson sends the letter to the County Planning Commission ahead of the Commission's consideration on whether to approve a building permit. Because Atkinson is paid to represent you and has communicated with the agency for the purpose of influencing the proceeding, Atkinson **is your agent**.

Agent Example 2

Continuing the above example, suppose Atkinson's letter in support of the project is sent to the County Planning Commission by the attorney's assistant, rather than Atkinson herself. Although the letter is intended to influence the proceeding, the assistant's purpose in sending the letter is not; rather, the assistant's purpose in sending the letter is administrative/secretarial. Likewise, the assistant is not paid to represent you; the assistant is paid to assist Atkinson. For these reasons, the assistant **is not your agent**.

Agent Example 3

Continuing the above examples, suppose a public meeting is held where the Planning Commission considers the project application. At the meeting, the project architect you hired, Priyanka Archer, attends in order to provide purely technical data or analysis in response to any questions the Planning Commission has. As long as the information is not provided for the purpose of influencing the proceeding, Archer **is not your agent**.

C. WHO QUALIFIES AS AN “OFFICER OF AN AGENCY”?

Section 84308 defines “officer” as “any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elected office in an agency.” In general, the term “officer of an agency” encompasses any individual who:

- (1) Is appointed, elected, or is an employee of the agency who is also running for office; and
- (2) May make, participate in making, or attempt to use their official position to influence a decision in the entitlement for use proceeding, or exercises authority or budgetary control over the agency of officers who may do so.

As a party, participant, or agent thereof, you are prohibited from contributing more than \$250 in the aggregate to an **officer of an agency** during a 12 month period while the proceeding is pending and for 12 months after the final decision in the proceeding.

Officer Example 1

You have submitted a building permit application to the City Planning Commission. Because the City Council exercises authority or budgetary control over the Planning Commission, you are not only prohibited from contributing more than \$250 to a member of the Planning Commission who is running for elective office while the proceeding is pending and for 12 months thereafter, but that prohibition also applies to contributions made to members of the City Council as “officers of the agency,” as well as certain City officials who are also running for elective office and have decision-making authority with respect to the proceeding.

Officer Example 2

You are negotiating with City representatives regarding the City’s potential purchase of a parcel of land you own. While the proceeding is pending, you contribute \$500 to a candidate for City Council. Although the candidate meets the definition of “officer,” they do not meet the more specific definition of “**officer of an agency**,” to whom you are prohibited to contribute more than \$250 to while an entitlement for use proceeding is pending. Accordingly, your contribution of \$500 does not violate Section 84308. However, if the candidate won their election and your \$500 contribution occurred within the preceding 12 months, the new City Councilmember would be prohibited from taking part in the proceeding if it was still pending before the City Council.

D. WHEN IS AN ENTITLEMENT PROCEEDING “PENDING”?

For a party or party’s agent, or a participant or participant’s agent, an entitlement for use proceeding is “pending” when it is before the jurisdiction of the agency for its decision or other action.

In other words, for a party and party’s agent, an entitlement for use proceeding is considered pending **the moment the proceeding is initiated**, most often triggered by the party’s filing of an application with the agency.

Note: As described above, in order to be considered a “participant,” an individual has to have a financial interest in the entitlement for use proceeding and have communicated with an officer or employee of the agency for the purpose of influencing the proceeding. Accordingly, although an entitlement for use proceeding may have already been initiated by, say, a party’s filing of an application, **an individual other than a party or the party’s agent is not prohibited from contributing more than \$250 in the aggregate until after they qualify as a participant or participant’s agent.**

Pending Proceeding Example 1

You file an application with the City Parks Department to host a large, ticketed event at a City park. The application will initially be considered and decided by the Parks Department, but a denial by the Parks Department may be appealed to the City Council. For you, the project is pending with respect to the City Parks Department, and with respect to the City Council.

Pending Proceeding Example 2

Continuing the above example, suppose the Parks Department denies your application, but you decide not to appeal the decision to the City Council. Although you have privately decided not to appeal the decision, no “final decision” has been reached during the period in which the Parks Department’s decision may still be appealed. Accordingly, the proceeding is still considered pending with respect to the City Council for purposes of Section 84308.

E. HOW IS THE \$250 LIMIT CALCULATED?

Section 84308's prohibition on contributions exceeding \$250 over a 12 month period refers to the *aggregate* value of contributions made over that time period. For example, you are not permitted to contribute a total of \$1,000 to an officer in a 12 month period simply by making four \$250 contributions.

Knowing the aggregate value of contributions you have made to an officer of an agency over a 12-month period is important for purposes of: (1) avoiding a violation of Section 84308 by contributing more than \$250 during a 12-month period; and (2) if you are a party, ensuring contributions over \$250 made in the preceding 12 months are properly disclosed.

To determine whether you have contributed more than \$250 as a party or participant during a 12-month period, you must aggregate the following:

- (1) All contributions you have made;
- (2) All contributions made by your agent during the shorter of: (A) the previous 12-month period; or (B) the period beginning on the date you first hired the agent as either a paid employee, contractor, or consultant.
- (3) All contributions made by an individual, other than an uncompensated officer of a non-profit organization, required to be aggregated with contributions made by you and your agent under Section 82015.5 of the Political Reform Act.

Section 82015.5

Section 82015.5 provides:

- If you direct or control an entity's contributions, the entity's contributions shall be aggregated with contributions made by you; and any other entity whose contributions that individual directs or controls.
- If two or more entities make contributions that are directed or controlled by a majority of the same persons, the contributions of those entities shall be aggregated.
- Contributions made by entities that are majority owned by you shall be aggregated with your contributions, as well as the contributions of all other entities majority owned by you, unless those entities act independently in their contribution-making decisions.

In practice, Section 82015.5's aggregation rules will most frequently come into play when you make a contribution in your personal capacity, and make another contribution through a business that you direct or control.

Aggregation Example

You contributed \$100 to a Planning Commissioner's campaign committee on January 1, the day before you submitted a building permit application to the planning commission. On February 1, you contributed another \$50 to the campaign committee, but did so through your business. On March 1, you hired an attorney to represent you and, that same day, your attorney submitted a letter in support of your application to the Planning Commission. Your attorney had previously contributed \$100 to the Planning Commissioner's campaign committee on February 1, before she became your agent. On April 1, your attorney contributes another \$50 to the Planning Commissioner's campaign committee. For purposes of aggregation, the relevant contributions are:

- January 1: Your personal \$100 contribution
- February 1: Your business's \$50 contribution
- April 1: Your agent's \$50 contribution

In total, your aggregate contribution to the Planning Commissioner is \$200 and does not need to be disclosed. Although your agent also donated another \$100 to the Commissioner's campaign committee on February 1, that contribution was made before she became your agent and, consequently, is not aggregated with your contributions. Accordingly, you (and those whose contributions are aggregated with yours, including your agent) may contribute an additional \$50 within a 12-month period, but any more than that during the 12-month period would violate Section 84308 and must be disclosed.

F. WHAT ARE MY RESPONSIBILITIES IF I HAVE MADE GREATER THAN \$250 IN CONTRIBUTIONS WITHIN THE PAST 12 MONTHS?

1. Prohibition on Further Contributions During a 12-Month Period

Section 84308 prohibits parties, participants, *and their agents* from “mak[ing] a contribution of more than two hundred fifty dollars (\$250) to any officer of [the agency the entitlement for use proceeding is before] during the proceeding and for 12 months following the date a final decision is rendered by the agency in the proceeding.”

Each contribution beyond the \$250 limit may constitute a separate violation of this provision. Accordingly, if you have already violated Section 84308 by contributing more than \$250 to an officer during a 12-month period while a proceeding is pending and for 12 months thereafter, you should be aware that additional contributions in violation of Section 84308 may carry additional penalties.

2. Disclosure

If you are a party to an entitlement for use proceeding and your aggregate contribution to an officer of the agency over the past 12 months is greater than \$250, you are required to disclose the contribution as follows:

- **Timing:**
 - **Contributions Made Before Pending Proceeding:** If you made the contribution before the proceeding is pending, you must make the disclosure on the date you file your application or otherwise initiate the proceeding (**Note:** you do not violate Section 84308 by making a contribution greater than \$250 during the 12 months preceding an entitlement for use proceeding, but such contributions must still be disclosed);
 - **Contributions Made During Pending Proceeding:** If you made a contribution exceeding \$250 while the proceeding is pending (in violation of Section 84308), you are required to disclose that contribution within 30 days of making the contribution, or the date on which you make your first appearance before or communication with the agency regarding the proceeding following the contribution, whichever is earliest.
 - **Agents:** If an agent of yours makes an appearance before or communicates with the agency subsequent to your previous disclosure, you or the agent must disclose the agent's identity on the date of the agent's first appearance or communication with the agency following your disclosure.
- **Contents:** The disclosure must include:
 - The amount contributed by you, your agent, and those required to be aggregated with your contributions under Section 82015.5 within the preceding 12 months; and
 - The name(s) of the contributor(s).
- **Form:** Neither Section 84308 nor its related regulations specify the exact form disclosure must take beyond the requirements discussed in the "Disclosure" section above. Given the wide variety of agencies and jurisdictions Section 84308 applies to, disclosure may take different forms. Your disclosure must be made "on the record of the proceeding," and, if applicable, conform to the format specified by the agency. This may include, for example, noting the contribution on your application or submitting a separate form to accompany your application.

Note: While a party to a proceeding is required to follow the disclosure procedure described above, **a participant in a proceeding does not have any disclosure requirements**. However, a participant is still prohibited from contributing more than \$250 while the proceeding is pending and for 12 months thereafter.

G. FREQUENTLY ASKED QUESTIONS

1. What are the potential consequences for violating Section 84308?

As with most provisions of the Political Reform Act, a violation of Section 84308 may result in a civil action brought by the FPPC for an amount up to five thousand dollars (\$5,000) *per violation*.

The Political Reform Act also provides that, as a criminal matter, any person who knowingly or willingly violates any provision of the Act is guilty of a misdemeanor and subject to a fine of up to the greater of ten thousand dollars (\$10,000) or three times the amount the person unlawfully contributed upon conviction *for each violation*.

2. What is the best way to know if I have a financial interest in an entitlement for use proceeding?

If you are a **party** in an entitlement for use proceeding, Section 84308's requirements and prohibitions automatically apply to you. The relevance of a "financial interest" in an entitlement for use proceeding is only relevant to determining whether an individual qualifies as a "participant" for purposes of Section 84308.

If you have participated, or would like to participate in an entitlement for use proceeding but are unsure of whether you may qualify as a "participant," under Section 84308, you should contact the FPPC with any questions. As a general rule, however, you have a financial interest in an entitlement for use proceeding if it is **reasonably foreseeable** the proceeding, or a governmental decision that is a part of the proceeding, would have a **material financial effect** on an economic interest of yours, such as a business interest, a real property interest, or a source of income. You may also find it helpful to review our guide on **Officers and Section 84308**, available on our website (<https://www.fppc.ca.gov/learn/pay-to-play-limits-and-prohibitions.html>), as it contains a more detailed discussion regarding the determination of financial interests for Section 84308 purposes. Additional information on conflicts of interest may be found at <https://www.fppc.ca.gov/learn/conflicts-of-interest-rules.html>.

3. If I am a party or qualify as a participant in an entitlement for use proceeding, does the \$250 limit include contributions made by my spouse?

In general, spouses' contributions are not aggregated for purposes of disqualification under Section 84308, except in the following two scenarios:

- (1) Where the proceeding involves property or a business that is owned jointly by the spouses; or
- (2) Where the spouse is acting as the agent of the party or participant spouse.

4. If my employer is a party in an entitlement for use proceeding, am I prohibited from contributing more than \$250 to an officer of the agency? Are my contributions aggregated with my employer's contributions?

In most cases, the fact that your employer is a party in a proceeding will not impact your ability to contribute more than \$250 to an officer of the agency the proceeding is pending before. The mere fact that you are an employee of a company does not mean you also qualify as a party, participant, or agent; rather, additional circumstances would have to apply.

- **Parties:** In order to be treated as a party based on the fact that your employer is a party—and therefore have your contributions aggregated with your employer's—you would have to be more than merely a “rank-and-file” employee. Rather, you would have to be an individual who directs or controls your employer's campaign contributions or be the majority owner of the company.
- **Agents:** To be considered an agent based on your employer's status as a party, as discussed above, you would have to: (1) represent your employer for compensation; and (2) appear before or otherwise communicate with the governmental agency for the purpose of influencing the pending proceeding.

Example: if you felt strongly about the proceeding and decided to submit a public comment in support of your employer's application in a proceeding—but did so in your personal capacity rather than as an employee as a part of your job—you would not qualify as an “agent” on the basis of your employment and communication with the agency, but you may still qualify as a participant.

- **Participants:** If you communicate with an officer or agency for the purpose of influencing a proceeding, but do not do so as an agent, you may qualify as a participant. As discussed above, you will generally qualify as a participant in situations where: (1) you communicate with the agency or an officer of the agency for purposes of influencing the proceeding; and (2) you have a financial interest in the proceeding—that is, where the proceeding would have a reasonably foreseeable, material financial effect on your source of income.

In the ordinary context where your employer is a business entity or non-profit organization, a proceeding will be considered to have a reasonably foreseeable, material financial effect on the entity or organization if the entity/organization is a party in the proceeding.

5. Does Section 84308 apply the same way to non-profit organizations as it does to businesses?

In general, Section 84308 applies the same to non-profit organizations as it does to businesses and any other entity or individual. A non-profit organization may be subject to the \$250 limit if the organization qualifies as a party, participant, or agent of a

party or participant. Similarly, as discussed in Question 4 above, officers and employees of a non-profit organization are not subject to Section 84308 unless the officers or employees themselves qualify as parties, participants, or agents.

The one distinction between Section 84308's treatment of non-profit organizations compared to other entities is that the contributions of a non-profit officer whose contributions would ordinarily be aggregated with contributions by the non-profit pursuant to Section 82015.5 (see discussion above) are *not* aggregated if the non-profit officer is uncompensated.

6. What if the entitlement for use proceeding lasts longer than one year? Am I prohibited from contributing more than \$250 even if the proceeding extends to, say, two or three years?

Section 84308's \$250 contribution limit applies to any 12-month period before, during, and immediately after an entitlement for use proceeding. In the event that a proceeding extends longer than 12 months, a party, participant, or agent would not violate Section 84308 by making an additional contribution, as long as the total contribution within the preceding 12 months was \$250 or less.

For example, if on January 1, 2023, a party filed an application for an entitlement that would eventually be considered by the city council and, that same day, the party contributed \$250 to each city councilmember, then on January 1, 2024, the party would be permitted to contribute an additional \$250 to each city councilmember and would not be required to disclose those contributions.

Re-framing the above example, suppose the party contributed only \$150 to each councilmember on January 1, 2023, then contributed an additional \$100 to each councilmember on July 1, 2023. On January 1, 2024, the party would be permitted to contribute an additional \$150, not \$250 as in the above example. This is because the \$100 contribution from July 1, 2023 occurred within the preceding 12 months. If the party contributed \$150 on January 1, 2023, and \$100 on July 1, 2023, the party would be permitted to contribute another \$250 on July 1, 2024, because at that point the party would not have made any contribution within the preceding 12 months.

7. What if it has been less than 12 months since I made a contribution in 2022? Do contributions made in 2022 count toward the \$250 limit?

Under Regulation 18438, Section 84308's provisions, as amended by SB 1439 and effective as of January 1, 2023, do not apply to contributions received prior to that date. Accordingly, if you made a contribution to an elected official in 2022, that contribution does not implicate Section 84308's prohibitions and requirements (e.g., a party is not required to disclose a \$250+ contribution that occurred in 2022).

8. May I contribute \$250 to one committee controlled by a candidate and also contribute \$250 to another committee controlled by the same candidate?

The \$250 limit applies to each candidate, not each committee, such that a party, participant, or agent may not donate more than \$250 across all of an officer's controlled committees.

9. Are project labor agreements establishing the terms and conditions of employment for workers on certain projects considered exempt "labor contracts" under Section 84308?

Yes. A "labor contract" is defined as "a contract or agreement reached through collective bargaining or with a representative group regarding the salary, benefits, or terms and conditions under an employment or retirement policy for employees or retirees, including a project labor agreement entered into under Public Contract Code Section 2500."

10. If a union representative provides public comment in support or in opposition of a governmental decision and indicates the decision will have a financial impact on its members, is the union considered a "participant"?

To be a "participant," a person or entity (including a non-profit organization) must have a financial interest in the proceeding. A non-profit organization such as a union does not necessarily have a financial interest in a proceeding solely because it would be beneficial to the organization's members. Rather, the proceeding would need to have a reasonably foreseeable, material financial effect on the organization itself. The relevant standards for determining a reasonably foreseeable, material financial effect on a non-profit organization are:

- **Change in Receipts:** The decision may result in an increase or decrease of the organization's annual gross receipts, or the value of the organization's assets or liabilities, in an amount equal to or more than: \$1,000,000; or five percent of the organization's annual gross receipts and the increase or decrease is equal to or greater than \$10,000.
- **Change in Expenses:** The decision may cause the organization to incur or avoid additional expenses or to reduce or eliminate expenses in an amount equal to or more than: \$250,000; or one percent of the organization's annual gross receipts and the change in expenses is equal to or greater than \$2,500.
- **Impact on Real Property:** The official knows or has reason to know that the organization has an interest in real property and: the property is a named party in, or the subject of, the decision; or there is clear and convincing evidence the decision would have a substantial effect on the property.

Accordingly, unless it is reasonably foreseeable that a non-profit organization would experience any of the above financial effects (e.g., the union's receipt of union dues increases by \$1,000,000 as a result of the increased union wages caused by a

government contract), the non-profit organization will not qualify as a “participant” and an officer is not prohibited from receiving more than \$250 from the organization advocating for or against a particular decision in an entitlement proceeding.



Officers and Section 84308

October 2023

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INTRODUCTION

Section 84308 is a California law aimed at preventing “pay-to-play” practices, in part, by prohibiting parties, participants, and their respective agents in a proceeding involving a license, permit, or other entitlement for use (collectively referenced as an “entitlement for use proceeding” or “proceeding”) from contributing more than \$250 to an officer of the agency the proceeding is before during a 12-month period. An officer is similarly prohibited from accepting, soliciting or directing such a contribution. The prohibition on contributions applies to any 12-month period while the proceeding is pending and for 12 months following the date a final decision is rendered in the proceeding.

Under Section 84308, the officer of an agency is required to disclose any contribution exceeding an aggregate \$250 that a party or any participant has made to them within the 12 months preceding the proceeding. Further, the officer of an agency may not make, participate in making, or in any way attempt to use their official position to influence the decision in the proceeding pending before the agency if the officer has received a contribution of more than \$250 within the preceding 12 months from a party, or a party’s agent. An officer of an agency is similarly prohibited from taking part in a proceeding if the officer received a contribution of more than \$250 within the preceding 12 months from a participant, or participant’s agency, if the officer knows or has reason to know that the participant has a financial interest in the decision.

When it was first enacted in 1982, Section 84308 applied to appointed members of boards and commissions who were running for elective office. (Stats. 1982, ch. 1049 § 1 (“Levine Act”).) However, effective January 1, 2023, the Legislature expanded the scope of its prohibitions to apply to agencies whose members are directly elected by voters and extend the prohibitions from 3 months to 12 months after the final decision in a proceeding. (Stats. 2022, ch. 848 § 1 (“SB 1439”) .)

The following is a step-by-step guide to help you determine:

- Whether you are an “officer” subject to Section 84308’s prohibitions;
- What your responsibilities are;
- What type of proceedings are covered;
- Who meets the definition of a party, participant or their agent;
- When there is a financial interest involved; and
- What to do in the event you have accepted a contribution subject to the prohibitions in Section 84308.

Frequently Asked Questions are also addressed.

A. AM I AN “OFFICER”?

1. Qualifications

Section 84308 defines “officer” as “any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elected office in an agency.”

To determine whether you qualify as an “officer” for purposes of Section 84308, and an “officer of the agency” subject to the restrictions of Section 84308, ask yourself:

(1) Do I have the ability to:

- a. “Make, participate in making, or in any way attempt to use my official position to influence” a decision (defined further below) in the relevant entitlement for use proceeding; or
- b. Exercise authority or budgetary control over the agency of officers who may do so?

(2) Do I serve in any of the following capacities:

- a. In an elected position;
- b. As a member of a board or commission;
- c. As the chief executive of a state agency or county, city or district of any kind; or
- d. In a position with decision-making authority with respect to the proceeding and I am also a candidate for elected office or I was a candidate for elected office in the 12 months prior to the proceeding?

If your answer to both of the above questions is “yes,” then you qualify as an “officer” for purposes of Section 84308 and you are an “officer of the agency” subject to the applicable restrictions.

Note: A candidate for elective office who does not meet any of the above criteria is not an “officer of the agency” and the Section 84308 restrictions applicable to an “officer of the agency” will not apply until such time as the candidate serves in one of the positions noted above. (See, e.g., Butler Advice Letter, No. A-23-103.)

2. Exceptions

The term “officer” does not apply to any person acting in any of the following positions:

- Member of the courts or any agency in the judicial branch;
- Member of the Legislature;
- Member of the Board of Equalization; or

- A Constitutional officer (i.e., the Governor, Lieutenant Governor, Attorney General, Controller, Insurance Commissioner, Secretary of State, State Treasurer, and Superintendent of Public Instruction).

B. WHAT ARE MY RESPONSIBILITIES AND LIMITATIONS?

If you meet the definition of an “officer” under Section 84308 and are an “officer of the agency,” or become an “officer of the agency” following your candidacy, you are subject to the following prohibitions related to entitlement for use proceedings:

1. Prohibition: Accepting, Soliciting, or Directing Contributions Exceeding \$250 During 12-Month Period While the Proceeding is Pending and 12 Months After

For any entitlement for use proceeding, you are prohibited from accepting, soliciting, or directing a contribution of more than two hundred fifty dollars (\$250) from any party or a party’s agent, or from any participant or a participant’s agent if you know or have reason to know that the participant has a financial interest in the proceeding.

This applies during any 12-month period while the proceeding is pending and for 12 months following the date of the final decision.

12-Month Period Example 1

A party files an application with your office on January 1, 2023. The same day, the party contributes \$250 to your campaign committee. Your agency’s consideration of the application extends beyond one year and, on January 1, 2024, the party contributes another \$250 to your campaign committee. The party does not violate Section 84308 by making the second contribution while the proceeding is pending and you do not violate Section 84308 by accepting the second contribution because you have not received more than \$250 during any 12-month period.

12-Month Period Example 2

A party files an application with your office on January 1, 2023. The same day, the party contributes \$150 to your campaign committee. On July 1, 2023, the party contributes another \$100. The matter is pending before you the proceeding extends beyond one year. On January 1, 2024, the party contributes another \$250.

The party violates Section 84308 and you will violate Section 84308 by accepting the \$250 contribution because you received more than \$250 during a 12-month period. You received \$100 from the party on July 1, 2023, and \$250 on January 1, 2024, for a total of \$350 during a 12-month period.

2. Prohibition: Taking Part in Entitlement for Use Proceeding

You are prohibited from making, participating in making, or in any way attempting to use your official position to influence the decision in an entitlement for use proceeding pending before the agency if you have willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or a party's agent, or from any participant or a participant's agent if you know or have reason to know that the participant has a financial interest in the decision.

- **Making a Governmental Decision:** You “make” a governmental decision if you authorize or direct any action, vote, appoint a person, obligate or commit your agency to any course of action, or enter into any contractual agreement on behalf of your agency.
- **Participating in a Governmental Decision:** You “participate in making a governmental decision” if you provide information, an opinion, or a recommendation for the purpose of affecting the decision without significant intervening substantive review.
- **Attempting to Use Official Position to Influence a Governmental Decision:** You “attempt to use your official position to influence a governmental decision” if you: (1) contact or appear before any official in your agency or in an agency subject to the authority or budgetary control of your agency for the purpose of affecting a decision; or (2) contact or appear before any official in any other government agency for the purpose of affecting a decision, and you act or purport to act within your authority or on behalf of your agency in making the contact.

3. Disclosure Requirements: Contributions Received in Prior 12 months

If you have received a contribution exceeding \$250 from a party, participant, or agent thereof *within the preceding 12 months*, you are required to disclose (or have another agency officer or employee disclose on your behalf) the contribution as follows:

- **Form:** Disclosure may be made orally or in writing when made in a meeting. Disclosure must be made in writing if no meeting is held.
- **Timing:** If a public meeting is held, disclosure must be made at the beginning of the meeting. If you learn of the party's contribution or the participant's contribution and financial interest during the meeting, disclosure must be made before you continue to take part in the proceeding. If no public meeting is held, written disclosure must be entered into the agency's public record.
- **Contents:** The disclosure must include:
 - The fact that you have received contributions from a party, participant, or agent thereof, greater than \$250 within the preceding 12 months; and
 - The name(s) of the contributor(s).
- **Legally Required Participation:** If you are taking part in a governmental decision on the basis that your participation is legally required, the disclosure must also include:
 - A summary description of the circumstances under which you believe the conflict may arise; and
 - The legal basis for concluding there is no alternative source of decision.

C. AM I TAKING PART IN A “PENDING LICENSE, PERMIT, OR OTHER ENTITLEMENT FOR USE” PROCEEDING?

1. License, Permit, or Other Entitlements for Use Proceedings

Section 84308 defines the term “license, permit, or other entitlement for use” to mean “all business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (*other than competitively bid, labor, or personal employment contracts*), and all franchises.”

The term “entitlement for use” is not defined by Section 84308. The overall scheme and purpose of Section 84308 suggests that the types of proceedings which should be covered by Section 84308 are those in which specific, identifiable persons are directly affected or in which there is a direct substantial financial impact upon the participants. The California courts have examined the term “entitlement for use” in other contexts. These decisions provide useful guidance; however, interpretation of the Act is not necessarily limited by interpretation of other laws. Below is a list of proceedings the FPPC has previously advised on as entitlement for use proceedings. (See, e.g., *Velasquez* Advice Letter, No. I-23-065; *Quadri* Advice Letter, No. A-02-096; *Washington* Advice Letter, No. I-91-521.)

Note: Section 84308 does not cover proceedings in which general policy decisions or rules are made or where the interests affected are many and diverse.

Examples of Entitlement for Use Proceedings

- Building and development permits
- Charter school petitions
- Conditional use permits
- Contracts generally, including small purchase order agreements, unless an exception applies
- Public street abandonments
- Private development plans
- Professional license revocations
- Rezoning of specific real estate parcels
- Event permits
- Rulemaking procedures affecting a particular industry where only a small number of businesses are affected
- Special district formation proceedings involving the creation of a special use or benefit to the persons in the district
- Tentative subdivision and parcel maps
- Zoning variances

2. When is the Proceeding “Pending”?

For an officer, an entitlement for use proceeding has commenced and is considered “pending” only when:

- The decision is before you for your consideration. If you are a member of a governing body, this includes any item placed on the agenda for discussion or decision at a public meeting of the body; **or**
- You know or have reason to know the proceeding is *before the jurisdiction of your agency* for its decision or other action, *and* it is reasonably foreseeable *the decision will come before you in your decision-making capacity*.
- **Note:** A different definition of “pending” applies to parties, participants, and their agents. For these persons, it is “pending” when it is before the agency’s jurisdiction for action.

Pending Proceeding Example 1

A non-profit organization submits a permit application to the City Parks Department to host a large event at a City park. You are a member of the City Council. Absent any outside knowledge, at this point, you do not “know or have reason to know” about the proceeding and, therefore, it is not “pending” for you. Therefore, you would not violate Section 84308 by accepting, soliciting, or directing a contribution of more than \$250 from the non-profit *at this point in the process*.

Pending Proceeding Example 2

Continuing the above example, the event permit application is rejected by the Parks Department and the non-profit appeals the decision to the City Council. The non-profit's permit item appears on the agenda for an upcoming City Council meeting. At this point, the proceeding is "pending" for you and you are now prohibited from accepting, soliciting, or directing a contribution of more than \$250 from the non-profit.

Pending Proceeding Example 3

Alternatively, suppose that prior to the permit decision appearing on a City Council meeting agenda, a City staff member told you that the project was pending before the Parks Department and would likely come before the City Council at some point if the Parks Department rejects the application. Because you have this information, the proceeding would be "pending" for you, even though the item had not yet been included on a City Council meeting agenda.

D. FOR THE PROCEEDING, WHO ARE THE "PARTIES, PARTICIPANTS, OR THEIR AGENTS"?

1. Parties

Section 84308 defines "party" as "any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use."

2. Participants

Section 84308 defines "participant" as any person who is not a party but who **actively supports or opposes a particular decision** in an entitlement for use proceeding and who has a **financial interest** in the decision.

In general, a person will qualify as a participant if the person has a financial interest in the proceeding and communicates with you or agency staff for the purpose of influencing a decision in the proceeding. This includes when the person:

- Lobbies in person;
- Testifies in person; or
- Otherwise acts to influence a proceeding by communicating with an officer or employee of the agency for the purpose of influencing a decision in the proceeding.

Note: This does not include communications made to the public outside of the proceeding.

Participant Example 1

One person sends a letter to the City Council regarding an entitlement for use proceeding. Another person makes a public comment regarding the entitlement for use proceeding during a public meeting. If either person has a financial interest in the proceeding, that person qualifies as a **participant**.

Participant Example 3

One person writes an op-ed article, published in the local paper, in support of the City Council approving an application in an entitlement for use proceeding. Another person protests outside of City Hall before the entitlement for use proceeding is held, yelling and chanting that the City Council should vote no on the underlying project. Even if one of these persons has a financial interest in the proceeding, as long as the person does not communicate directly with the officer or agency regarding the proceeding, the person is **not a participant**.

Financial Interests

In general, a person is considered to have a “financial interest” for purposes of Section 84308 if it is **reasonably foreseeable the proceeding, or a governmental decision within the proceeding**, would have a **material financial effect on one or more** of the person’s **economic interests**. Relevant economic interests include the person’s interests in business entities, real property, sources of income, sources of gifts, and personal finances.

Determining whether a person has a **financial interest** in a proceeding or particular governmental decision can be a complex matter. For this reason, if you have knowledge or reason to know that a person who may qualify as a participant in a proceeding has a potential financial interest, you should contact the FPPC for assistance to understand whether the duties and prohibitions of Section 84308 will apply. More information on financial interests, when a financial interest is “material” and when you would have “reason to know” is detailed further below.

3. Agents

A person is the “agent” of a party or participant in a pending entitlement for use proceeding if the person:

- Represents that party or participant for compensation; and
- Appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding.

Note: An individual will qualify as an agent only if the individual's communication with an agency is *for the purpose of influencing the pending proceeding*. An individual whose communications with an agency are *not* made for the purpose of influencing the proceeding is not considered an agent for purposes of Section 84308, even if the individual receives compensation from a party or participant.

Agent Example 1

Ainsley Atkinson, an attorney, is paid to represent a client real estate developer, Rio Estates, in obtaining a real estate development agreement and drafts a letter in support of the project on behalf of Rio Estates. Atkinson sends the letter to the County Planning Commission ahead of the Commission's consideration on whether to approve a building permit. Because Atkinson is paid to represent Rio Estates and has communicated with the agency for the purpose of influencing the proceeding, Atkinson **is an agent** for Rio Estates.

Agent Example 2

Suppose Atkinson's letter in support of the project is sent to the County Planning Commission by Atkinson's assistant, rather than Atkinson herself. Although the letter is intended to influence the proceeding, the assistant's purpose in sending the letter is not; rather, the assistant's purpose in sending the letter is administrative/secretarial. Likewise, the assistant is not paid to represent Rio Estates; the assistant is paid to assist Atkinson. For these reasons, the assistant **is not an agent** Rio Estates.

Agent Example 3

Continuing the above examples, the Planning Commission considers the project application. The project architect, Priyanka Archer, hired by the client, attends the meeting and provides purely technical data and analysis in response to Planning Commission questions. As long as Archer does not otherwise engage in direct communications for the purpose of influencing the proceeding, Archer **is not an agent** for Rio Estates.

E. DO I “KNOW OR HAVE REASON TO KNOW” A PARTICIPANT HAS A “FINANCIAL INTEREST IN THE PROCEEDING”?

1. What is a Financial Interest in a Proceeding?

Under the Political Reform Act, a person has a “financial interest” in a governmental decision when it is reasonably foreseeable that the governmental decision at issue would have a **material financial effect** (of a positive or negative nature) on a person’s interest in:

- A **business entity** as an employee, director, officer partner, trustee, manager or an investment interest of \$2,000 or more.
- **Real property** with a value of \$2,000 or more including a leasehold interest but not a month-to month tenancy.
- **Source of income** totaling \$500 or more in the 12 months prior to the proceeding.
- **Source of gift** totaling \$590 or more in the 12 months prior to the proceeding.
- The participant’s **personal finances** or the participant’s immediate family member.

Note: For a party in an entitlement for use proceeding, Section 84308’s requirements and prohibitions automatically apply. The relevance of a “financial interest” in an entitlement for use proceeding is only relevant to determining whether an individual qualifies as a participant for purposes of Section 84308.

2. When Do I Know About it?

As an officer, you are considered to “know or have reason to know” that a participant has a financial interest in a decision only if you have actual knowledge of the financial interest, or the participant reveals facts in written or oral statements during the proceeding before you that make the participant’s financial interest apparent.

Under Section 84308, you are required to consider all relevant facts known to you in determining whether a participant has made a financial interest apparent. This includes:

- The specificity with which the participant has described their economic interests;
- The potential for a material financial effect on those interests as a result of the decision; and
- The realistic possibility of the financial effect.

Note: If a participant describes or mentions the financial impact a proceeding, or a governmental decision within the proceeding, would or could have on the participant's financial interest you must consider the information provided and the impact the decision may have on the interest.

In addition to the general rule stated above, you will by default be deemed to have “reason to know” that a participant has a financial interest in the proceeding if you have facts indicating the participant has any of the following:

- A **business entity interest** that may see a significant increase or decrease in customers as a result of the proceeding;
- A **real property interest** located within 500 feet of the real property at issue in the proceeding. (Note: An officer does not have “reason to know” if the facts are solely that the participant has an economic interest located in the general vicinity of a business entity or real property at issue in the proceeding.)
- A **business relationship** with the applicant and the decision may result in additional services provided to the applicant.

Note: if the officer knows there is clear and convincing evidence establishing it is not reasonably foreseeable the decision will have material financial effect on the participant's interests, the participant does not have a financial interest in the proceeding.

3. Standards and Facts Relevant to Particular Types of Participant's Financial Interests

To determine whether you “know or have reason to know” that the participant has a financial interest in the decision for purposes of Section 84308, ask yourself if you have any of the information discussed below:

a. Explicitly Involved Interest in the Proceeding

If an individual has an economic interest such as a business entity, real property, or source of income explicitly involved in the proceeding, the individual will have a financial interest in the proceeding and therefore qualify as a participant. For example, if the individual's employer is the applicant in the proceeding and the individual provides public comment—even in their capacity as a private citizen rather than as an agent advocating in their paid capacity as an employee—the individual will qualify as a participant.

However, in circumstances where it is not apparent that the individual's economic interest is explicitly involved in the proceeding, consider the following:

b. Business Entity Interest in the Proceeding.

Generally, a participant's financial interest in a business entity not explicitly involved in a governmental decision will only become apparent if they reveal facts indicating any of the following:

- **Change in Revenue:** The decision may result in an increase or decrease of the entity's annual gross revenues, or the value of the entity's assets or liabilities, in an amount equal to or more than: (A) \$1,000,000; or (B) five percent of the entity's annual gross revenues and the increase or decrease is at least \$10,000.
- **Change in Expenses:** The decision may cause the entity to incur or avoid additional expenses or to reduce or eliminate expenses in an amount equal to or more than: (A) \$250,000; or (B) one percent of the entity's annual gross revenues and the change in expenses is at least \$2,500.
- **Impact on Real Property:** The entity has an interest in real property and: (A) the property is a named party in, or the subject of, the decision; or (B) there is clear and convincing evidence the decision would have a substantial effect on the property.

Business Entity Example 1

A person provides public comment at a City Council meeting, speaking in support of a developer's permit application. The person specifies, "I work for the developer, but I'm not being paid to be here. I'm just here in my personal capacity because I think the project would benefit the community." Here, the participant has a business entity interest in the applicant as their employer, and you know the proceeding would have a reasonably foreseeable, material financial effect on that business entity interest given the fact that the employer is the applicant in the proceeding.

Business Entity Example 2

Continuing the above example, another person stands up at the City Council meeting and provides public comment, stating, "I'm a licensed electrician and I think a development project of this size would bring a lot of valuable jobs to local tradespeople like me." The person has indicated they have a business entity interest in their business as an electrician and has also indicated the project would potentially benefit their business, but has not provided any facts indicating their business could benefit, for example, by \$1,000,000 or result in an increase of five percent of annual gross revenue and at least \$10,000. Because of the general facts provided, you would not have reason to know that the individual has a financial interest in the proceeding.

c. Real Property Interests in the Proceeding.

When considering the materiality of a financial effect on real property not explicitly involved in a governmental decision, the proximity of the participant's real property to the real property at issue in the decision is of particular importance. Are you aware of any of the following concerning the participant's real property - is it:

- **Within 500 Feet:** from the subject property of a governmental decision and there is no "clear and convincing evidence" the decision will have no measurable impact on the participant's property.
- **Between 500 and 1,000 Feet:** from the subject property of a governmental decision and the decision would change the parcel's:
 - Development potential;
 - Income producing potential;
 - Highest and best use;
 - Character by substantially altering traffic levels, intensity of use, parking, view, privacy, noise levels, or air quality; or
 - Market value.

However, if you are aware that the participant's real property is:

- **Over 1,000 Feet:** from the subject property of a governmental decision the decision is presumed to not have a reasonably foreseeable, material financial effect on the individual's real property absent "clear and convincing evidence" of a substantial effect on the participant's property.

Note: You are not considered to "know" or "have reason to know" of a participant's financial interest in a decision solely as a result of the participant identifying an economic interest located in the general vicinity of a business entity or real property at issue in the proceeding.

Real Property Example 1

An individual provides public comment at a City Council meeting opposing a development project because of the effect they believe the project will have on nearby residences and notes, "I live near this project." Based solely on these comments, you would not know or have reason to know whether the individual has a real property interest within 500 or 1,000 feet or further away from the project.

Real Property Example 2

If, however, the individual said, “I live within 100 yards,” or “I live directly across the street” from the project, you would be aware that the individual lives within 500 feet of subject property and unless there are clear facts that the decision would have no measurable impact on her property, the Section 84308 requirements and prohibitions will apply to this person as a participant.

If you are aware or the individual mentions they have a **leasehold interest** in real property, they will have a financial interest if the decision would: (1) Change the termination date of the lease; (2) Increase or decrease the potential rental value of the property; (3) Change the person’s use of the property; or (4) Impact the use and enjoyment of the property. A month-to-month tenancy is *not* a “real property interest” under the Act.

Note: There are certain exceptions applicable to determining a material interest in real property, such as when the proceeding includes a decision that solely concerns repairs/maintenance or replacement of existing streets, water, sewer, storm drainage or similar facilities. (For decisions relating the adoption or amendment of a General Plan, please consult Regulation 18702.2(d)(2) or seek further advice.)

d. Source of Income Interests

Generally, a participant’s financial interest in a source of income not explicitly involved in the decision, will only become apparent if they reveal facts indicating any of the following and the source is a:

- **Business Entity:** Apply the standards discussed above for determining a material financial effect on business entity interests.
- **Nonprofit Organization:** Apply the same standards discussed above use for determining a material financial effect on a business entity.
- **Individual:**
 - Personal Finances: The decision may affect the individual's income, investments, assets, or liabilities by \$1,000 or more;
 - Impact on Business: The participant knows or has reason to know the individual has an interest in a business entity that will be materially financially affected under the standards pertaining to business entity interests, described above;
 - Impact on Real Property: The participant knows or has reason to know the individual has an interest in real property and the property is a named party in, or the subject of the decision, or there is clear and convincing evidence the decision would have a substantial effect on the property.

“Nexus” Test: The governmental decision is also considered to have a reasonably foreseeable, material financial effect if it would achieve, defeat, aid, or hinder a purpose or goal of the source of income and the participant or their spouse receives or is promised the income for achieving the purpose or goal.

Source of Income Example

At a City Council meeting, a member of the public provides comment and states, “I work for the Downtown Business Chamber of Commerce and my job is to bring business to Downtown and help revitalize the Downtown area economy. Approval of this project would do just that.” Based on the person’s comments, you know it is reasonably foreseeable the proceeding would have material financial effect on the person’s source of income—the Downtown Business Chamber of Commerce—based on the nexus between the governmental decisions at issue and the Chamber of Commerce’s goals that the speaker is paid to achieve. The Section 84308 requirements and prohibitions would apply to this participant.

e. Source of Gift Interests

Generally, a participant’s financial interest in an individual as a source of gift not explicitly involved in a governmental decision will only become apparent if they reveal facts indicating any of the following:

- **Business Entity:** Apply the standards discussed above for determining a material financial effect on business entity interests.
- **Nonprofit Organization:** Apply the same standards discussed above for determining a material financial effect on a business entity.
- **Individuals:**
 - The individual’s personal finances will be materially impacted, as described in the “Personal Finances” section below;
 - The participant knows or has reason to know the individual has an interest in a business entity or real property that will be materially financially affected under the standards pertaining to business entity or real property interests, described above;
 - The participant knows or has reason to know the individual has an interest in real property and the property is a named party in, or the subject of the decision, or there is clear and convincing evidence the decision would have a substantial effect on the property.

f. Personal Finances

In general, a governmental decision’s reasonably foreseeable financial effect on a participant’s personal finances or the finances of the participant’s immediate family is material if the decision may result in the participant or participant’s immediate family member receiving a financial benefit or loss—other than a financial impact on a

business entity or real property interest—of \$500 or more in any 12-month period due to the decision. This does not apply if the decision’s financial impact would affect the participant’s economic interest in a business entity or real property, as such financial effects are considered separately under the standards discussed above.

F. HAVE I “WILLFULLY OR KNOWINGLY” RECEIVED A \$250 OR GREATER CONTRIBUTION FROM A PARTY, PARTICIPANT, OR AGENT WITHIN THE PAST 12 MONTHS?

1. Knowledge of a Contribution

As an officer, you are considered to have “willfully or knowingly” received a contribution under any of the following circumstances:

- **Actual knowledge:** You have actual knowledge of the contribution;
- **Disclosure by the Party:** The contribution has been disclosed by the party pursuant to Section 84308(e) and Regulation 18438.8; or
- **Other Reasons to Know:** You are aware of facts including, but not limited to:
 - The party, participant, or another person has otherwise informed you that a contribution or contributions have been made to you;
 - The party or participant has previously made two or more contributions of more than \$250 to you;
 - You personally solicited the party or participant for a contribution; or
 - You personally accepted a contribution from the party or participant.
- **Relevance of Prior Campaign Reporting:** Note that the fact that a contribution was previously included in a campaign report filed by your campaign committee does not constitute “reason to know” of a party’s or participant’s contribution except in the following circumstances:
 - The party’s proceeding has also been noticed on an agenda for a public meeting before the body or board of which you are a member *or*,
 - For officers not on a body or board, the proceeding is before you in your decision-making capacity.

Campaign Reporting Example

You are a City Councilmember. A development project application is included on the agenda for the next City Council meeting. The applicant has failed to disclose the \$300 contribution he made to your campaign committee eight months ago, in violation of Section 84308. (Where the contribution is made prior to the proceeding, the party must disclose the contribution at the time of filing the application.) The project application was included on the City Council meeting agenda. The \$300 contribution was included in a campaign report filed by your campaign committee. Accordingly, at the point the project application appears on the City Council meeting agenda, you have reason to know about the developer's \$300 contribution—even though the applicant did not disclose it in their initial application—and you must either recuse yourself from the proceeding or return the amount exceeding the \$250 contribution limit.

2. How is the \$250 Calculated?

In determining whether you have received a contribution of more than \$250 from a party, participant, or agent, consider the following:

- **Aggregation:** To determine whether you have received a contribution of more than \$250 from a party or participant or their respective agent during a 12-month period, you must aggregate all of the following:
 - All contributions made by the party or by the participant; with
 - All contributions made by the party's agent or the participant's agent during the shorter of: (A) The previous 12-month period; or (B) The period beginning on the date the party or participant first hired the agent as either a paid employee, contractor, or consultant; and
 - All contributions made by an individual, other than an uncompensated officer of a nonprofit organization, or entity required to be aggregated with the party or participant and any agent of the party or participant under Section 82015.5 (see discussion below) of the Political Reform Act.

Exception: Although the above contributions generally must be aggregated for purposes of determining whether you have received a contribution exceeding \$250, you do not have reason to know about a contribution from an individual or entity required to be aggregated with contributions by a party, participant, or agent—and you do not violate Section 84308 as a result of the contribution—if, at the time of the potential violation, both the following criteria are met:

- (1) The party, participant, or agent has not disclosed the contribution on the record of the proceeding; and
- (2) You do not otherwise know facts establishing that the contribution must be aggregated pursuant to Section 82015.5 and Regulation 18438.5.

Section 82015.5

Section 82015.5 provides:

- If an individual directs or controls an entity's contributions, the entity's contributions shall be aggregated with contributions made by both of the following:
 - That individual.
 - Any other entity whose contributions that individual directs or controls.
- If two or more entities make contributions that are directed or controlled by a majority of the same persons, the contributions of those entities shall be aggregated.
- Contributions made by entities that are majority owned by a person shall be aggregated with the contributions of the majority owner and all other entities majority owned by that person, unless those entities act independently in their contribution-making decisions.

In practice, Section 82015.5's aggregation rules will most frequently come into play when you have received a contribution from a party or participant, as well as a contribution from a business owned by the party or participant or from a parent/subsidiary/sister corporation of the party or participant.

Note: In general, a spouse of a party or participant is not also considered a party or participant and, therefore, contributions by a spouse are not aggregated with contributions by the party or participant. The two scenarios in which contributions by a spouse are aggregated with contributions by the party or participant are where:

- (1) The proceeding involves real property or a business interest that is owned jointly by the spouses; or
- (2) The spouse is acting as the agent of their party or participant spouse.

Aggregation Example 1

A proceeding is on the agenda for the next public meeting of the governmental board you are a member of. You check whether the party involved has contributed to any of your controlled committees within the past 12 months and see that the party contributed \$200 six months ago. No other contributions have been disclosed by the party or the party's agent. Accordingly, you take part in the proceeding at the public meeting.

After the meeting, you learn that the party owns a company that also contributed \$200 to your committee six months ago, for an aggregate total contribution of \$400 within the past six months. Because the party and the party's agent did not disclose the contribution by the party's company and you did not know facts establishing that the contribution by the party's company needed to be aggregated with the party's contribution—i.e., you did not know of the connection between the party and the company—your participation in the proceeding **was not a violation** of Section 84308.

Aggregation Example 2

Using the above example, suppose that during the course of the meeting—after you have already begun participating—the party discloses that their company contributed \$200 to your committee six months ago. At that point, you would know facts establishing that the contributions need to be aggregated and would amount to more than \$250 within the past 12 months. Your continued participation in the proceeding would be **a violation** of Section 84308, unless you disclosed on the record of the proceeding the fact that the contributions were disqualifying and confirmed you would return the disqualifying portion of the contribution within 30 days and subsequently did, in fact, return the disqualifying portion of the contribution.

G. CAN I RETURN A CONTRIBUTION?

Under Section 84308, you are permitted to return a contribution that would otherwise disqualify you from an entitlement for use proceeding if you **return the contribution within 30 days** from the time you know, or should have known, about the contribution and the proceeding. You are permitted to make such a return if:

- (1) The contribution was received from a **party** prior to you knowing or having reason to know that a proceeding involving the party had commenced. For purposes of this provision, if you serve on a governing body or board, you are considered to know or have reason to know a proceeding involving the party has commenced if the proceeding has been noticed on the agenda for a public meeting of the board; or
- (2) The contribution was received from a **participant** prior to you knowing or having reason to know that the participant had a financial interest in the proceeding.

If you are serving on a governing body or board and would otherwise be disqualified under Section 84308 from taking part in a proceeding, you may take part in the proceeding prior to returning the contribution if all the following criteria are met:

- (1) The decision is made at a public meeting of the governing body or board;
- (2) You have known or should have known about the contribution and proceeding for fewer than 30 days;
- (3) After learning of the contribution or proceeding and prior to taking part in any further discussion or decision, you disclose the fact of the disqualifying contribution on the record of the proceeding, as required by Section 84308(c), and confirm that the return will occur within 30 days from the time you knew, or should have known, about the contribution and proceeding; and
- (4) The contribution is returned within that timeframe.

Return of Contribution Example

You are a member of the City Council. At a public meeting held on March 11, the City Council will consider a proposed development agreement. The developer donated \$300 to your campaign committee six months ago. You learned about the proceeding when the meeting agenda was published 10 days ago, on March 1. At the beginning of the meeting, you disclose the contribution over \$250 from the developer within the preceding 12 months, but state that you will return the disqualifying portion by March 31—30 days after you first knew, or should have known, about the contribution and proceeding. You may then take part in the proceeding without violating Section 84308 as long as the disqualifying portion is, in fact, returned by March 31.

H. FREQUENTLY ASKED QUESTIONS

1. Is my local government position covered under Section 84308?

Under Section 84308, “officer” means “any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.” This includes local government positions. The only officials Section 84308’s requirements do not apply to are officials in the judicial branch, the Legislature, Board of Equalization, and constitutional officers.

2. What if I am an officer in the midst of a proceeding and the individual testifying in support of a project discloses they made a \$300 contribution to my campaign and states they live “in the neighborhood near the project site.” Do I have “reason to know” that the individual has a financial interest in a proceeding so that they qualify as a “participant” for disclosure and recusal purposes?

You must consider your knowledge and the specific facts provided. An officer does not know of a participant’s financial interest in a decision solely as a result of the participant identifying an economic interest located in the general vicinity of a business entity or real property at issue in the proceeding.

If, after considering the specificity of the facts provided, you are not certain, you should either:

(A) In an abundance of caution, recuse yourself from the proceeding until you can determine with certainty that the individual does *not* constitute a participant in the proceeding; or

(B) Not recuse, but follow the steps in the meeting for returning the disqualifying portion of the contribution received from the individual, including disclosing the contribution, pledging to return the disqualifying amount within the relevant timeframe, and then doing so. If the appropriate steps for the return of a contribution are completed, your continued participation in the proceeding does not constitute a violation of Section 84308.

As an officer, you are required to consider all relevant facts known by you at the time of the decision in determining whether the facts revealed by a person have made a financial interest apparent. You should familiarize yourself with the relevant “reasonable foreseeability” and “material financial effect” standards discussed in this document, as well as available on the FPPC website at <https://fppc.ca.gov/learn/conflicts-of-interest-rules.html> and <https://fppc.ca.gov/the-law/fppc-regulations/regulations-index.html> (Regulations 18701 and 18702.1-18702.5). If you are uncertain whether the facts known by you make a person’s financial interest apparent, you may wish to seek advice from agency counsel or the FPPC.

3. Other than being made “orally,” “in writing,” or “on the record,” what form must disclosure take?

Neither Section 84308 nor its related regulations specify the exact form disclosure must take beyond the requirements discussed in the “Disclosure” section above. Given the wide variety of agencies and jurisdictions Section 84308 applies to, disclosure may take different forms. For example, one agency may decide to include all relevant disclosures in writing as part of the meeting agenda, while another agency may choose to have agency counsel make a disclosure on an officer’s behalf and have the disclosure included in the meeting minutes. As long as a record of the disclosure is maintained by the agency and may be accessed by the public, the agency may decide on its preferred process for disclosure.

4. I am a candidate for office but I am not currently an officer of an agency. Am I prohibited from accepting, soliciting, or directing a contribution from a party or participant involved in a proceeding before the agency the candidate is campaigning for office in?

No. A candidate for office who does not hold any other governmental position does not meet the definition of “officer of an agency” and therefore is not prohibited from accepting, soliciting, or directing such contributions from a party, participant, or agent, **but may be prohibited** from taking part in a proceeding involving the party, participant, or agent *once elected* if they have received a contribution of more than \$250 within the preceding 12 months.

5. I am a candidate for a school board position and I am an employee of the County Planning permit department. Am I subject to Section 84308 due to my employment given that a building application does not in any way relate to a school board position?

Yes. You are subject to Section 84308. The office a candidate is running for does not need to relate to the entitlement for use proceeding in order for Section 84308 to apply.

6. Is a “strong mayor” with veto power over city council decisions permitted to exercise that veto power—even when the mayor has received ordinarily disqualifying contributions of more than \$250 from a party, participant, or agent thereof—on the basis of “legally required participation”?

Yes. Because a “strong mayor” is legally required to exercise the powers and fulfill the duties authorized by a city charter and, to the extent the city charter authorizes a mayor to take part in an entitlement for use proceeding, conduct that would ordinarily disqualify a mayor under Section 84308 does not prohibit the mayor from participating. (*Granda Advice Letter*, No. I-23-102.)

However, the legally required participation exception does not excuse other violations of Section 84308 and **a strong mayor** taking part in an entitlement

proceeding pursuant to the exception is still required to refrain from soliciting, directing, or receiving contributions from parties/participants while the proceeding is pending and for 12 months thereafter, and must also make all necessary disclosures.

7. Are personal contributions from members of a governmental board in their individual capacity considered contributions “from the governmental board”? Do the contributions need to be aggregated?

No. Contributions made in the member’s personal capacity, are not considered contributions from the governmental board and are not aggregated with contributions made by other members of the body or board made in their personal capacities.

8. May I accept, solicit, or direct contributions exceeding \$250 from an unpaid, volunteer officer of a non-profit organization, if the organization is a party, participant, or agent in the proceeding?

Yes. Contributions from an uncompensated officer of a non-profit organization are not aggregated with contributions by the non-profit organization, given that the uncompensated officer does not have a financial interest in the proceeding. The non-profit organization is not a “business entity” and it is not a “source of income “ to the volunteer officer.

9. I am an elected local officer. Can I be disqualified from taking part in an entitlement for use proceeding based on contributions the officer received in 2022, within 12 months of the proceeding?

No. Under Regulation 18438, Section 84308’s provisions, as amended by SB 1439 and effective as of January 1, 2023, do not apply to contributions received prior to that date. If Section 84308 did not apply to you before January 1, 2023, contributions you received and proceedings you participated in prior to that date do not implicate Section 84308.

10. Does the \$250 limit apply to each candidate or each committee? For example, can a party donate \$250 to two committees controlled by the same officer?

The \$250 limit applies to **each candidate, not each committee**, such that a party, participant, or agent may not donate more than \$250 across all of an officer’s controlled committees.

11. A business contributed more than \$250 to my campaign a few months ago. Now an employee of the business is coming before my agency in their personal capacity, applying for a building permit to remodel their home. Am I disqualified from the proceeding based on the business’s \$250+ contribution?

Generally, no. In the described circumstances, the employee would be the party in the proceeding, while the business would not be a party or agent of the employee-party. Assuming the business is not structured in such a way that the “employee” is, in

fact, the majority owner of the company or directs or controls the company's contributions, the contributions made by the company would not be aggregated with contributions made by the employee. Therefore, the officer who received a \$250+ contribution from the company would not be disqualified from the proceeding.

12. Are project labor agreements establishing the terms and conditions of employment for workers on certain projects considered exempt “labor contracts” under Section 84308?

Yes. A “labor contract” is defined as “a contract or agreement reached through collective bargaining or with a representative group regarding the salary, benefits, or terms and conditions under an employment or retirement policy for employees or retirees, including a project labor agreement entered into under Public Contract Code Section 2500.”

13. If a union representative provides public comment in support or in opposition of a governmental decision and indicates the decision will have a financial impact on its members, is the union considered a “participant”?

Only if the union organization itself has a financial interest under the standards applicable to a nonprofit organization. To be a “participant,” a person (including a nonprofit organization) must have a financial interest in the proceeding. A nonprofit organization such as a union does not necessarily have a financial interest in a proceeding solely because it would be beneficial to the organization's members.

The relevant standards for determining a reasonably foreseeable, material financial effect on a nonprofit organization, such as a union, are:

- **Change in Receipts:** The decision may result in an increase or decrease of the organization's annual gross receipts, or the value of the organization's assets or liabilities, in an amount equal to or more than: \$1,000,000; or five percent of the organization's annual gross receipts and the increase or decrease is equal to or greater than \$10,000.
- **Change in Expenses:** The decision may cause the organization to incur or avoid additional expenses or to reduce or eliminate expenses in an amount equal to or more than: \$250,000; or one percent of the organization's annual gross receipts and the change in expenses is equal to or greater than \$2,500.
- **Impact on Real Property:** The official knows or has reason to know that the organization has an interest in real property and: the property is a named party in, or the subject of, the decision; or there is clear and convincing evidence the decision would have a substantial effect on the property.

Accordingly, unless it is reasonably foreseeable that a nonprofit organization would experience any of the above financial effects (e.g., the union's receipt of union dues increases by \$1,000,000 as a result of the increased union wages caused by a government contract), the nonprofit organization will not qualify as a “participant” and an

officer is not prohibited from receiving more than \$250 from the organization advocating for or against a particular decision in an entitlement proceeding.



City Council Agenda Report

Agenda Item No. 9.d.

DATE: February 13, 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. 24-127, APPROVING A LICENSE AGREEMENT WITH VACCO INDUSTRIES FOR PARKING SPACES AT 1530 CENTRAL AVENUE, SOUTH EL MONTE, CALIFORNIA

SUMMARY: Consideration and approval of a license agreement for leasing parking spaces to Vacco Industries.

RECOMMENDED ACTION: Staff Recommends City Council:

1. Adopt Resolution No. 24-127, approving a license agreement for leasing parking spaces to Vacco Industries; and
2. Authorize the City Manager to execute agreement.

ENVIRONMENTAL ANALYSIS: This 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 a lease agreement for parking spaces is an administrative action that would not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not a "project" subject to CEQA, as defined in Section 21065 of CEQA and Section 15378 of the State CEQA Guidelines. Since the action is not a project subject to CEQA, no environmental document is required.

FISCAL/FINANCIAL IMPACT: The licensee, or Vacco Industries, Inc., shall pay the City an annual license fee of five hundred dollars (\$500.00) per year over the term of the license agreement as shown below. Also, Vacco has agreed to support the South El Monte Chamber of Commerce's Annual State of the City Event over the term of its license agreement as follows:

	Year 1	Year 2	Year 3	Year 4	Year 5
Parking Fee	\$500	\$500	\$500	\$500	\$500

Sponsorship for State of the City Event	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
Additional Sponsorship	\$4,000	\$0	\$0	\$0	\$0
Total	\$10,500	\$6,500	\$6,500	\$6,500	\$6,500

DISCUSSION: As part of the City's economic development program, the City has executed agreements with local businesses which allowed them to use City parking facilities for expansion of their workforce. For example, agreements have been made in the past with Lee Pharmaceuticals to utilize the New Temple Park's parking lot, and Vacco Industries, and Sierena, Inc. to utilize the Civic Center parking lot.

Vacco Industries is currently expanding its facilities and is again requesting to use part of the Civic Center parking lot. The draft agreement and map depicting the area under consideration are attached for City Council's review and consideration. The license agreement provides Vacco Industries the use of 50 parking spaces over a term of five (5) years. The City is currently completing the pavement of the Kruse property located at 1459 Santa Anita Avenue, South El Monte, California 91733, and estimates an additional 50 parking spaces to become available once completed, hence any overflow parking from the Civic Center is expected to migrate into the Kruse property as needed.

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 a lease agreement for parking spaces 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(S):

- A. VACCO Industries Inc. Parking License Agreement
- B. Resolution No. 24-127

ATTACHMENT A

PARKING LICENSE AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND VACCO INDUSTRIES

This Parking License Agreement (“Agreement”) is made as of February 14, 2024 (“**Effective Date**”) by and between the CITY OF SOUTH EL MONTE, a municipal corporation (“City”) and VACCO INDUSTRIES, a California corporation (“Licensee”). City and Licensee are at times referred to herein individually as “Party” and collectively as “Parties.”

RECITALS

- A. City owns that certain real property located at 1530 Central Avenue in the City of South El Monte, County of Los Angeles, State of California, which is the location of the South El Monte Civic Center (the “Property”).
- B. Licensee operates a business located at 10350 Vacco Street in the City of South El Monte, County of Los Angeles, State of California.
- C. Licensee has requested the right to use that certain portion of the Premises consisting of a parking lot.
- D. City recognizes that the Licensee’s operations are beneficial to the South El Monte community as a whole.
- E. City, in general, encourages businesses to remain and expand their operations within South El Monte.
- F. This Agreement supersedes any and all prior agreements, verbal and written, between the Parties.
- G. For good and valuable consideration, receipt of which is acknowledged hereby, City is willing to permit Licensee to use the Premises for parking purposes pursuant to the terms and conditions set forth in this Agreement, and in recognition of the beneficial work performed by the Licensee.

AGREEMENT

- 1. **PARTIES.** This License Agreement ("Agreement") is made by and between the CITY OF SOUTH EL MONTE ("City"), a municipal corporation and VACCO INDUSTRIES ("Licensee") a California corporation.
- 2. **PREMISES.** For and in consideration of the fees, covenants, and conditions set forth herein, City hereby grants to Licensee the exclusive right to use fifty (50) parking spaces as depicted on the map at Exhibit “A” (the “Premises”), located in the parking lot of the South El Monte Civic Center (the “Property”), 1530 Central Avenue, South El Monte, California 91733, as shown in the map attached as Exhibit A, during the hours of 5:00 a.m.

to 6:00 p.m. seven (7) days a week, during the term of this Agreement. Licensee shall also have the non-exclusive right to use all common entrances and driveway areas for access to the Premises. Except as specifically stated in this Agreement, City makes no warranties or representations regarding the condition of the Premises. Licensee shall take possession of the Premises on the date the term commences in their then "as is" condition. The Premises shall be marked by signage labeled "Reserved for Vacco Industries" or similar language and/or marked with distinguishable parking stripes or similar markings. Cost of any such signage shall be the responsibility of the Licensee, and must be approved by the City before being placed at the Premises.

3. **TERM.** The term of this Agreement ("Term") shall be five (5) years, commencing on February 14, 2024, ("the Commencement Date"); provided, however, that either party may elect at any time to terminate this Agreement, effective at the end of a calendar month, upon not less than thirty (30) days written notice to the other party.
4. **LICENSE FEE.** Licensee shall pay the City an annual license fee of five hundred dollars (\$500.00) per year over the term of the license agreement.

	Year 1	Year 2	Year 3	Year 4	Year 5
Parking Fee	\$500	\$500	\$500	\$500	\$500
Sponsorship for State-of-the-City Luncheon	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
Additional sponsorship	\$4,000	\$0	\$0	\$0	\$0
Total	\$10,500	\$6,500	\$6,500	\$6,500	\$6,500

5. **USE.** Licensee agrees to use the Premises for the parking of automobiles of its employees only, and for no other use. Licensee will not permit its customers, guests, or invitees onto the Premises. Licensee will not wash or service vehicles on or about the Premises.
6. **ALTERATIONS AND IMPROVEMENTS.** Licensee shall not construct any fences, structures, or improvements on the Premises. Notwithstanding such prohibition, in the event Licensee alters or improves the Premises, all such improvements shall become the property of the City at the time of such construction or placement and shall remain the property of the City after termination or expiration of this Agreement, unless City elects to require Licensee to remove such improvements and restore the Premises to the condition existing prior to the presence of any alterations or improvements as herein provided.
7. **MAINTENANCE.** Licensee shall maintain the Premises in its "as is" condition on the date the term of the Agreement commenced. In the event City alters or improves the Premises (e.g., resurfacing), Licensee shall maintain the Premises in its altered and/or improved condition. Licensee shall reimburse City within ten (10) days after written

demand for reimbursement of City's costs of repairing damage caused by any negligent act or omission solely caused by Licensee or its employees, agents, contractors, or invitees.

- 8. USES PROHIBITED.** Licensee shall not use or allow the Premises to be used for any improper, immoral, unlawful, or objectionable purpose; nor shall Licensee cause, maintain or permit any nuisance in, on or about the Premises.

Licensee shall not cause or knowingly permit any Hazardous Substances (as defined below) to be used, stored, generated, or disposed of on or in the Premises by Licensee, Licensee's agents, employees, contractors, or invitees. If Hazardous Substances are used, stored, generated, or disposed of on or in the Premises except, or if the Premises become contaminated in any manner for which Licensee is legally liable, Licensee shall indemnify and hold harmless City from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including without limitation, a decrease in value of the Premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorney's fees, consultant, and expert fees) arising during or after the Term of this Agreement and arising as a result of that contamination. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Licensee causes or knowingly permits the presence of any Hazardous Substance on the Premises which results in contamination, Licensee shall promptly, at Licensee's sole expense, take any and all necessary actions to return the Premises to the condition existing prior to the presence of any such Hazardous Substance on the Premises. Licensee shall first obtain City's approval for any such remedial action. The provisions of this paragraph shall be in addition to any other obligations and liabilities Licensee may have to City at law or equity and shall survive the expiration or the termination of this Agreement.

For purposes of this Agreement, the term "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of California, or the United States Government. "Hazardous Substance" includes without limitation any and all materials or substances that are defined by Law as "hazardous waste", "extremely hazardous waste", or a "hazardous substance". "Hazardous Substance" includes but is not limited to asbestos, polychlorobiphenyls ("PCBs"), and oil, petroleum and their by-products.

Notwithstanding anything herein to the contrary, Licensee shall not be liable for the costs of removing or remediating any Hazardous Substances which migrate or are brought onto the Premises from another location without the knowledge, permission or fault of Licensee or Licensee's employees.

- 9. ASSIGNMENT AND SUBLETTING.** Licensee shall not, either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Agreement or any interest herein, or any right or privilege appurtenant hereto, or allow any other person to occupy or use the Premises, or any portion thereof. Any such assignment

or subletting shall be null and void, and shall, at the option of City, constitute a breach and/or default under this Agreement.

- 10. INDEMNIFICATION.** Licensee shall indemnify and hold harmless City, the City Council and each member thereof, and City's officers, employees and agents (all collectively referred to as "Indemnitees") from and against any and all claims arising from Licensee's or Licensee's officers', employees', agents', invitees' or guests' rise of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by Licensee on or about the Premises, including but not limited to claims arising from theft, vandalism, destruction, damage or burglary of vehicles, or any personal property contained therein. Licensee shall further indemnify and hold harmless Indemnitees from and against any and all claims arising from any breach or default in the performance of any obligations on Licensee's part to be performed under the terms of this Agreement, or arising from any act or negligence of the Licensee, or any officer, agent, employee, guest, or invitee of Licensee, and from all reasonable and actual costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding be brought against Indemnitees by reason of any such claim, Licensee, upon notice from Indemnitees, shall defend Indemnitees at Licensee's expense, by counsel reasonably satisfactory to Indemnitees. Licensee, as a material part of the consideration of City, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause except City's sole active negligence or intentionally wrongful acts; and Licensee hereby waives all claims-in respect thereof against City. Licensee shall give prompt notice to City in case of casualty or accident on the Premises. City or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, earthquake, flood, or any other cause except City's sole active negligence or intentionally wrongful acts.

11. INSURANCE.

- 11.1 Insurance Coverages.** Without limiting Licensee's indemnification of City, and prior to commencement of any services under this Agreement, Licensee 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.
- 11.2 General liability insurance.** Licensee 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 \$1,000,000 per occurrence, \$2,000,000 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.
- 11.3 Automobile liability insurance.** Licensee 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 Licensee 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 limit for each accident.

- 11.4 **Workers' compensation insurance.** Licensee shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
- 11.5 **Subcontractors.** Licensee 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.
- 11.6 **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.
- 11.7 **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.
- 11.8 **Primary/noncontributing.** Coverage provided by Licensee 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.
- 11.9 **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 Licensee or City will withhold amounts sufficient to pay premium from Licensee payments. In the alternative, City may cancel this Agreement.
- 11.10 **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.

- 11.11 **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 Licensee or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Licensee hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- 11.12 **Enforcement of contract provisions (non-estoppel).** Licensee acknowledges and agrees that any actual or alleged failure on the part of the City to inform Licensee of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.
- 11.13 **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 Licensee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- 11.14 **Notice of cancellation.** Licensee 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.
- 11.15 **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.
- 11.16 **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.
- 11.17 **Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Licensee'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.
- 11.18 **Pass through clause.** Licensee 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 Licensee, provide the same minimum insurance coverage and endorsements required of Licensee. Licensee 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. Licensee agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

- 11.19 **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 Licensee ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Licensee, the City and Licensee may renegotiate Licensee's compensation.
- 11.20 **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.
- 11.21 **Timely notice of claims.** Licensee shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Licensee's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- 11.22 **Additional insurance.** Licensee 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.
12. **COMPLIANCE WITH LAW.** Licensee agrees to comply with all existing and future ordinances, rules, laws, or regulations which are applicable to the Premises or the operations of Licensee on the Premises.
13. **REMEDIES ON DEFAULT.** In the event of any default or breach by Licensee, City may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting City in the exercise of a right or remedy which City may have by reason of such default or breach: (a) Terminate Licensee's right to use the Premises by any lawful means, in which case this Agreement shall terminate, and Licensee shall immediately surrender use of the Premises to City. In such event City shall be entitled to recover from Licensee all damages incurred by City by reason of Licensee's default including, but not limited to, the cost of recovering possession of the Premises and necessary repair of damage to the Premises; reasonable attorney's fees; or (b) Pursue any other remedy now, or hereafter available to City under the laws of the State of California.
14. **EMINENT DOMAIN.** If all or any portion of the Premises shall be taken or appropriated by any authority under the power of eminent domain, this Agreement shall terminate on the date of taking, and City shall be entitled to any and all awards and/or settlements which may be given and Licensee shall have no claim against City for the value of any unexpired Term of this Agreement.
15. **NOTICE.** All notices to City shall be in writing and delivered to CITY OF SOUTH EL MONTE, 1415 Santa Anita Avenue, South El Monte, California 91733, Attn: City

Manager, or at such other address or to such other persons as City may from time to time designate in writing. A copy of all notices shall also be delivered to ALESHIRE & WYNDER, LLP, 1 Park Plaza Unit 1000, Irvine, California 92614, Attn: Anthony Taylor, City Attorney. All notices given by City to Licensee hereunder shall be in writing and delivered to Licensee at Vacco Industries 10350 Vacco Street, South El Monte, California 91733, Attn: Edmundo Hernandez, or at such other addresses or to such other persons as Licensee may from time to time designate in writing. All notices shall be deemed received upon manual delivery to such addresses or upon receipt (or rejection by the addressee) if mailed via pre-paid, certified mail, return receipt requested.

16. SUCCESSORS. Each and every one of the terms, covenants, and conditions of this Agreement shall inure to the benefit of and shall bind, as the case may be, not only the parties hereto but each and every one of the heirs, executors, administrators, successors, assigns, and legal representatives of the parties hereto.

17. SURRENDER. At the expiration or termination of the Term, Licensee shall surrender the Premises to City in the same condition as received, reasonable wear and tear excepted, and all structures and improvements constructed thereon.

18. GENERAL PROVISIONS.

18.1 Prior Agreements. This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose. No provisions of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall not be effective or binding on any party until fully executed by both parties hereto.

18.2 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

18.3 Municipal Events. From time to time, City may suspend Licensee's rights and privileges for use of the Premises, at City's sole discretion, when the Premises are needed for municipal special events. If City invokes this provision, City shall provide Licensee with not less than five (5) days written notice.

18.4 Redesignation of the Premises. The City reserves the right to redesignate the Premises to the Kruse Property located at 1459 Santa Anita Avenue, South El Monte, California 91733, at the City's sole discretion, when necessary. If the City invokes this provision, City shall provide Licensee with not less than five (5) days written notice.

18.5 Authority of Licensee. If Licensee is a corporation, each individual executing this Agreement on behalf of the corporation represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the corporation,

in accordance with the bylaws of the corporation, and that this Agreement is binding upon the corporation.

- 18.6 **Governing Law and Forum.** This License shall be governed by and construed in accordance with the internal laws of the State of California any litigation with respect to this License shall be conducted in the County of Los Angeles, State of California.
- 18.7 **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Licensor and Licensee.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above set forth.

CITY OF SOUTH EL MONTE, a California municipal corporation

Rene Salas, City Manager

APPROVED AS TO FORM

Anthony R. Taylor, City Attorney

VACCO INDUSTRIES, a California Corporation

By: _____

[Name, Title]

By:: _____

[Name, Title]

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

Exhibit “A”

[Map Depicting the Location of 50 Parking Spaces]

2/1/24, 6:59 AM

Google Maps

Google Maps Vacco Parking Spaces



Map data ©2024, Map data ©2024 20 ft

50 total Vacco Parking Spaces

<https://www.google.com/maps/@34.046311,-118.0454336,65m/data=!3m1!1e3?entry=ttu>

1/1

ATTACHMENT B
RESOLUTION NO. 24-127

**A RESOLUTION OF THE SOUTH EL MONTE CITY
COUNCIL APPROVING A LICENSE AGREEMENT
BETWEEN THE CITY AND VACCO INDUSTRIES FOR
PARKING SPACES AT THE SOUTH EL MONTE CIVIC
CENTER**

WHEREAS, on December 16, 1980, City of South El Monte (“City”) and Vacco Industries (“Vacco”) entered into a lease agreement allowing Vacco to use approximately 48 parking spaces located at the City’s Community Building due to certain construction and improvements at Vacco’s property located at 10350 Vacco Street; and

WHEREAS, on September 10, 1997, the City and Vacco entered into a license agreement allowing Vacco to use approximately 20 parking spaces located at the City’s Civic Center Complex due to a shortage of available on-site parking for its employees as a result of consolidating its work sites; and

WHEREAS, the City and Vacco are determined to strengthen and continue to value business retention and expansion within the City; and

WHEREAS, the City and Vacco have maintained amicable contractual relationships in the past; and

WHEREAS, Vacco desires to lease approximately 50 parking spaces at the City’s Civic Center due to facility expansion; and

WHEREAS, pursuant to the license agreement, the City desires to allow Vacco to use approximately 50 parking spaces at the City’s Community Center; and

WHEREAS, the 2024 license agreement for parking space supersedes the 1980 and 1997 agreements.

**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 license agreement, substantially in the form attached to the agenda report accompanying this resolution and approved as to form by the City Attorney, is hereby approved by the City Council.

SECTION 3: The City Council authorizes and directs the City Manager to take all action necessary to effectuate and execute the license agreement.

SECTION 4: 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 a lease agreement for parking spaces is an administrative action that would not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not a “project” subject to CEQA, as defined in Section 21065 of CEQA and Section 15378 of the State CEQA Guidelines. Since the action is not a project subject to CEQA, no environmental document is required.

SECTION 5: The City Clerk shall certify to the adoption of this Resolution

PASSED, APPROVED AND ADOPTED this 13th of February 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 Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-127 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 13th day of February 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. 9.e.

DATE: February 13, 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 OF RESOLUTION NO. 24-128, RESCINDING RESOLUTION NO. 23-67, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A NEW PARKING LICENSE AGREEMENT WITH COUNTY OF LOS ANGELES AT 1415 AND 1441 SANTA ANITA AVENUE AND 1530 CENTRAL AVE

SUMMARY: Consideration of resolution authorizing the City Manager to negotiate and execute a license agreement for the use of parking spaces by the County of Los Angeles (County).

RECOMMENDED ACTION: Staff recommends the City Council:

1. Rescind Resolution No. 23-67; and
2. Adopt Resolution No. 24-128, authorizing the City Manager to negotiate and execute a license agreement for the use of City parking spaces by the County.

ENVIRONMENTAL ANALYSIS: This 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 a license agreement for parking spaces is an administrative action that would not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not a "project" subject to CEQA, as defined in Section 21065 of CEQA and Section 15378 of the State CEQA Guidelines. Since the action is not a project subject to CEQA, no environmental document is required.

FISCAL/FINANCIAL IMPACT: For 61 parking spaces the City will be renting to the County, the City's General Fund will receive rent revenues as follows:

Year	CPI	Monthly Rent Per Space	Spaces	Monthly Rent	Annual Rent
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1		\$23.77	61	\$1,449.97	\$17,399.64
2	2.5%	\$24.36	61	\$1,486.22	\$17,834.63
3	2.5%	\$24.97	61	\$1,523.37	\$18,280.50
4	2.5%	\$25.60	61	\$1,561.46	\$18,737.51
5	2.5%	\$26.24	61	\$1,600.50	\$19,205.95
6	2.5%	\$26.89	61	\$1,640.51	\$19,686.10

DISCUSSION: The City of South El Monte (City) initially entered into a 25-year lease agreement for parking spaces with the County on June 30, 1970. On July 6, 2005, the City entered into a lease agreement for 31 parking spaces with the County for 3 years, with the County having 3 options to renew the term of the lease for a period of 3 years each, and an option to lease up to 28 additional spaces. On July 6, 2008, the County exercised its 1st option, and on July 6, 2011, the County exercised its 2nd option, and as of July 6, 2012, the County occupied 41 spaces. On July 6, 2014, the County exercised its 3rd option, paying \$19.54 per parking space for a monthly rent of \$801.14 ($\$19.54 \times 41 = \801.14).

The July 6, 2005 agreement technically expired on July 5, 2017, or 12 years later, but the County has continued to pay the City \$801.14 per month for the 41 spaces to this day, or 6 years after the agreement expired.

On November 1, 2022, staff reached out to the County to renew the parking space agreement. On April 28, 2023, the County provided a draft of a license agreement for parking spaces for City's review. The County updated the agreement from a lease to a license agreement, as the majority of the County parking agreements are currently adopted as a license agreement. The City reviewed the terms and conditions provided by the County to be acceptable, and adopted Resolution No. 23-67 approving the agreement. Once the City executed the agreement and requested the County to sign, the County would not and requested 20 additional parking spaces for a total of 61 parking spaces. Staff is bringing this item back to City Council to rescind Resolution No. 23-67 for leasing 41 parking spaces, and seek authorization for the City Manager to negotiate and enter into a new parking license agreement with the County to use 61 parking spaces by adopting Resolution No. 24-XX.

ATTACHMENT(S):

- A. County Signed_License - 1415 Santa Anita South El Monte - Parking - AD-BOS-SH
- B. Resolution No. 24-128

COUNTY OF LOS ANGELES
PARKING LICENSE AGREEMENT
1415 SANTA ANITA AVENUE, SOUTH EL MONTE

This PARKING LICENSE AGREEMENT (the "License") is made and entered into this ____ day of _____, 2024 by and between the CITY OF SOUTH EL MONTE, a municipal corporation ("Licensor") and the COUNTY OF LOS ANGELES, a body corporate and politic ("Licensee").

Licensor and Licensee agree:

1. **DESCRIPTION OF PREMISES:** The Licensor for and in consideration of the performance of the covenants and agreements and upon the following terms and conditions, hereby grants to the Licensee the right to use sixty-one (61) surface, in-and-out parking spaces (the "Premises") located on that certain real property owned and operated by the City of South El Monte located at: 1415 Santa Anita Avenue, South El Monte, CA 91733, adjacent to the existing Los Angeles County facility located at 1441 Santa Anita Avenue, South El Monte, described more fully as Assessor Parcel Numbers 8116-022-906 and 8116-022-909 and shown on Exhibit "A", attached hereto and incorporated by this reference for the use specified in Section 6.
2. **TERM:** The term of this License shall be for six (6) years commencing upon the date of full execution of this License by duly authorized representatives of the Licensee and the Licensor.
3. **RENT:** Licensee hereby agrees to pay as rent the amount of Nine Hundred Seventy-Four and 57/100 Dollars (\$1,449.97), i.e. \$23.77 per space per month (61 spaces), during the Term hereof within fifteen (15) days after a claim therefor for each such month has been filed by Licensor with the Auditor Controller of the County of Los Angeles prior to the first day of each month. Base Rent for any partial month shall be prorated in proportion to the number of days in such month.
4. **RENT ADJUSTMENT:** Beyond year 1 of the License Term, the rental rate shall be subject to fixed two and a half percent (2.5%) annual adjustments as shown in the Base Rent schedule herein:

Year	Monthly Base Rent	Monthly per Space	Annual Base Rent
1	\$ 1,449.97	\$ 23.77	\$ 17,399.64
2	\$ 1,486.22	\$ 24.36	\$ 17,834.63
3	\$ 1,523.37	\$ 24.97	\$ 18,280.50
4	\$ 1,561.46	\$ 25.60	\$ 18,737.51
5	\$ 1,600.50	\$ 26.24	\$ 19,205.95
6	\$ 1,640.51	\$ 26.89	\$ 19,686.10

5. **USE:** Licensor agrees that the exclusive parking spaces licensed hereunder shall be used exclusively by the Licensee for parking of vehicles, as off-street, in and out parking for Licensee's employees, agents and invitees subject to the rules of operation of the Premises. Licensor agrees to mark the spaces at its sole cost.

6. CANCELLATION: Licensors and Licensee shall both have the right to cancel this License by providing sixty (60) days' prior written notice to the other party.
7. REPAIR, MAINTENANCE AND REPLACEMENT: Licensors agree to keep in good repair and maintain at Licensors' own expense the parking spaces in a neat and clean condition. Licensors agree to identify the area/spaces to be used by Licensee by re-striping applicable spaces providing numbers as needed. If Licensee wishes to have posts and/or signage, these shall be installed by Licensee at Licensee's own cost and expense, with prior consent from the Licensors, not to be unreasonably withheld.
8. INTENTIONALLY OMITTED
9. EXPENSES: Licensors agree to pay for applicable utilities and taxes for the Premises. Licensors also agree to pay for other expenses related to the Premises as provided herein.
10. LOCATION/RELOCATION OF PARKING SPACES: The location of the parking spaces shall be within the boundaries of the South El Monte Civic Center which shall be defined as the area bounded by North Santa Anita Avenue/North Central Avenue/East Vacco Street. The Licensors reserve the right to designate the location of the parking provided herein, in its sole discretion, after consultation with the Licensee. Parking may be in the Civic Center Parking Lot nearest the 1441 Santa Anita Avenue, South El Monte ("County Building"), or at 1415 Santa Anita Avenue, South El Monte, or a combination thereof.

The Licensors reserve the right to move the location of the reserved parking from time to time during the term of this License or during any Option Extension term thereof, for municipal needs, provided that prior to such change in location, the Licensors shall meet and confer with the Licensee.
11. NOTICES: All notices and communications to any party hereunder shall be in writing and shall be deemed properly given if delivered personally, sent by registered or certified mail, postage prepaid, or by a recognized overnight commercial messenger providing proof of delivery, facsimile (electronically confirmed) to Licensors' Address for Notice and Licensee's Address for Notice as set forth below. Any notice so given shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.

Licensors' Address for Notice:

The City of South El Monte
1415 Santa Anita Avenue
South El Monte, CA 91733
Attn: City Manager

Licensee's Address for Notice:

County of Los Angeles
Chief Executive Office-Real Estate Division
320 West Temple St, 7th Floor
Los Angeles, CA 90012

Attention: Real Estate Director
Fax Number: (213) 830-0926

With a copy to:

County of Los Angeles
Office of the County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street, Suite 648
Los Angeles, CA 90012-2713
Attention: Property Division

12. **INDEMNIFICATION:** Licensee shall indemnify and hold Licensor, and its agents, officers and employees free and harmless from any and all liability, claims loss, damages or expenses (including reasonable defense costs and legal fees), arising by reason of bodily injury, death, personal injury, or property damage resulting from Licensee's activities on the Premises. For purposes of this section, Licensee shall be understood to include all employees of the County of Los Angeles who come onto the Premises for parking or any other purpose.

Licensor agrees to indemnify, defend and hold harmless Licensee, its Special Districts, elected and appointed officers, agents, and employees, from and against any and all liability expenses (including defense costs and legal fees) and claims for damages of any nature whatsoever, including but not limited to bodily injury, death or personal injury or property damage arising from or connected with the willful misconduct, negligent acts or omissions of Licensor with regard to Licensor's use, maintenance or ownership of the Premises.

13. **INSURANCE:** During the term of this License, Licensee shall at all times, maintain in force a policy of comprehensive general liability insurance insuring against injury to persons and damage to property. This policy shall have a combined single limit coverage of not less than one million dollars (\$1,000,000) per occurrence. Licensee may elect to use self-insurance to fulfill this insurance requirement.

14. **HAZARDOUS SUBSTANCES:** Licensee hereby warrants and represents that it shall comply with all federal, state and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the Premises.

Licensor agrees to indemnify, defend and save harmless Licensee, its agents, officers and employees from or against all liability, expenses (including defense costs, legal fees, and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence of hazardous substances on the Premises caused by Licensor.

Licensee agrees to indemnify, defend and save harmless Licensor, its agents, officers and employees from or against all liability, expenses (including reasonable defense costs, legal fees, and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence of hazardous substances on the Premises caused by Licensee.

The indemnity provided each party by this provision shall survive the termination of this License.

15. **WARRANTY OF AUTHORITY:** Each of the undersigned signatories for the Licensors hereby personally covenant, warrant and guarantee that each of them, jointly and severally, has the power and authority to execute this License upon the terms and conditions stated herein and each agrees to indemnify and hold harmless the Licensee from all damages, costs, and expenses, which result from a breach of this material representation.
16. **SOLICITATION OF CONSIDERATION:** It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Licensor with the implication, suggestion or statement that the Licensor's provision of consideration may secure more favorable treatment for the Licensor in the award of the License or that the Licensor's failure to provide such consideration may negatively affect the County's consideration of the Licensor's submission. A Licensor shall not offer to, or give either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a License.

Licensor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Licensor's submission being eliminated from consideration.
17. **COUNTY LOBBYIST ORDINANCE:** Licensor is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.
18. **BINDING ON SUCCESSORS:** Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Licensor, and wherever the context permits or requires, the successors in interest to the Licensee.
19. **CONFLICT OF INTEREST:** No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensor herein, or have any other direct or indirect financial interest resulting from this License.
20. **GOVERNING LAW AND FORUM:** This License shall be governed by and construed in accordance with the internal laws of the State of California any litigation with respect to this License shall be conducted in the County of Los Angeles, State of California.
21. **ENTIRE AGREEMENT:** This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Licensor and Licensee.

IN WITNESS WHEREOF, this License has been executed the day and year first above set forth.

LICENSOR:

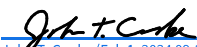
CITY OF SOUTH EL MONTE,
a municipal corporation

By: _____
Name: _____
Title: _____

LICENSEE:

COUNTY OF LOS ANGELES,
a body corporate and politic

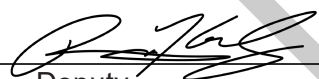
FESIA A. DAVENPORT
Chief Executive Officer

By: 
John T. Cooke (Feb 1, 2024 09:10 PST)

John T. Cooke
Assistant Chief Executive Officer

ATTEST:

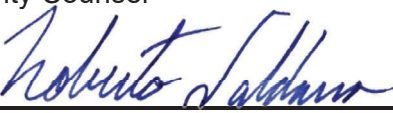
DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: 

Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: 

Senior Deputy

EXHIBIT A



ATTACHMENT B

RESOLUTION NO. 24-128

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL RESCINDING RESOLUTION NO. 23-67, AND APPROVING A NEW PARKING LICENSE AGREEMENT WITH COUNTY OF LOS ANGELES

WHEREAS, the City of South El Monte (the “City”) entered into a twenty-five year lease agreement for parking spaces on June 30, 1970, which subsequently expired; and

WHEREAS, the City of South El Monte (the “City”) entered into a twelve-year lease agreement for parking spaces on July 6, 2005, which subsequently expired; and

WHEREAS, the City of South El Monte (the “City”) approved a six-year license agreement, prepared by the County of Los Angeles (the "County"), for forty-one (41) parking spaces on June 27, 2023, which subsequently did not get signed by the County; and

WHEREAS, after June of 2023, the County requested an additional twenty (20) parking spaces, for a total of sixty-one (61) parking spaces; and

WHEREAS, the above referenced agreements were for certain property owned and operated by the City of South El Monte located at 1415 Santa Anita Avenue, South El Monte, CA 91733, adjacent to the existing Los Angeles County facility located at 1441 Santa Anita Avenue, South El Monte, CA 91733;

WHEREAS, the County has prepared and submitted a new six-year Parking Space License Agreement for City of South El Monte review and approval; and

WHEREAS, the parties now desire to negotiate and enter into a license agreement for County use of City parking spaces.

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 Council hereby authorizes the City Manager to negotiate and execute a license agreement, approved as to form by the City Attorney.

Section 3. 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 a lease agreement for parking spaces is an administrative action that would not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not a “project” subject to CEQA, as defined in Section 21065 of CEQA and Section 15378 of the State CEQA Guidelines. Since the action is not a project subject to CEQA, no environmental document is required.

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

PASSED, APPROVED AND ADOPTED this 13th day of February 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. 24-128 was duly passed and approved by the City Council of the City of South El Monte at an adjourned regular meeting of said Council held on the 13th day of February 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. 13.a.

DATE: February 13, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: **CONFERENCE WITH LABOR NEGOTIATOR**
Pursuant to Government Code Section 54957.6

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

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 13.b.

DATE: February 13, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Anthony Taylor, City Attorney

SUBJECT: **CONFERENCE WITH LEGAL COUNSEL – POTENTIAL INITIATION OF LITIGATION**
Pursuant to Government Code Section 54956.9(d)(4) – (two cases)

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 13.c.

DATE: February 13, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Anthony Taylor, City Attorney

SUBJECT: **CONFERENCE WITH LEGAL COUNSEL – POTENTIAL EXPOSURE TO LITIGATION**
Pursuant to Government Code Section 54956.9(d)(2)

Edison claim related to pole fees imposed for installation of poles in the right-of-way.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 13.d.

DATE: February 13, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Anthony Taylor, City Attorney

SUBJECT: **CONFERENCE WITH LEGAL COUNSEL – THREAT TO THE
SECURITY OF PUBLIC BUILDINGS**
Pursuant to Government Code Section 54957

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None