

**CITY OF SOUTH EL MONTE
REGULAR MEETING OF THE SOUTH EL MONTE CITY COUNCIL**

AGENDA

JULY 14, 2020, 6:00 PM

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

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

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

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

Members of the public wishing to submit a general comment or a comment on an agenda item, can email dschwartz@soelmonte.org or call (626) 579-6540 to leave a voicemail message. All comments received by 5:00 p.m. on Tuesday, July 14, 2020 will be added to the City Council agenda as part of the public comment. The public may also view a live telecast of the meeting online at www.cityofsouthelmonte.org.



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

**ANTHONY R. TAYLOR, CITY ATTORNEY
RACHEL BARBOSA, CITY MANAGER
DONNA G. SCHWARTZ, CITY CLERK**

1. **ROLL CALL** Councilmembers: Acosta, Angel, Delgado, Retamoza, (Mayor) Olmos
2. **PLEDGE OF ALLEGIANCE** Councilmember Richard Angel
3. **INVOCATION** Diana Lopez, Human Resources/Risk Manager
4. **PRESENTATIONS: None.**

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

7. **CONSENT CALENDAR**

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

7.a. **MINUTES**

Staff seeks City Council approval of the Minutes for the Regular Meetings of May 26, 2020 and June 9, 2020.

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

[Minutes](#)

7.b. WARRANTS

Authorizing payment of City expenditures for the period of June 24, 2020 through July 14, 2020 totaling \$1,222,678.82

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 20-74, authorizing payment of City expenditures.
[Resolution No. 20-74](#)

7.c. PROPOSED DARK COUNCIL MEETING DATES

Staff is requesting that City Council "go dark" on August 11, 2020 and August 25, 2020, as the City Council will be taking a recess during the month of August 2020.

RECOMMENDED ACTION: Staff recommends City Council "go dark" on August 11, 2020 and August 25, 2020.

7.d. CONSIDERATION OF RESOLUTION NO. 20-75, APPROVING AN AMENDED CITY-WIDE SALARY SCHEDULE IN COMPLIANCE WITH THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS) REQUIREMENTS

The City of South El Monte contracts with the CalPERS to provide retirement benefits for its employees. In order to comply with applicable sections of the California Government Code (Government Code), California Code of Regulations (CCR) and the City's contract with CalPERS, as it relates to earnable compensation for purposes of calculating employees retirement benefits, staff is recommending the adoption of an amended City-wide Salary Schedule. This resolution would include salaries for all full-time City employees for fiscal years 2020-2022.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 20-75, approving an amended city-wide salary schedule in compliance with CalPERS requirements.

[Attachment A - Resolution No. 20-75](#)

[Attachment B - Amended City-Wide Salary Schedule 2020-2021](#)

7.e. **CONSIDERATION OF RESOLUTION NO. 20-76, APPROVING AN AMENDED MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CALIFORNIA JOINT POWERS AUTHORITY (CJPIA) AND APPROVING A SERVICE AGREEMENT WITH DISABILITY ACCESS CONSULTANTS (DAC) TO SURVEY ITS PUBLIC RIGHTS-OF-WAY (PROW)**

The City of South El Monte is committed to ensuring that people with disabilities are able to take part in, and benefit from the whole range of public programs, services, and activities offered by the City. The City continues to modify its facilities, programs, policies, and practices as necessary to ensure such access is provided. To meet this end, staff is in the process of updating the City's Barrier Removal/Transition Plan. The Barrier Removal/Transition Plan is an evaluation of the City's facilities and PROW and it identifies potential changes needed to improve accessibility.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 20-76, approving an amended MOU with the CJPIA and an amended agreement with DAC to survey its PROW.

[Attachment A - Resolution No. 20-76](#)

[Attachment B - Amended Memoranda of Understanding, DAC Agreement, and Addendum](#)

[Attachment C - DAC Staff Report 04/12/2016](#)

7.f. **CONSIDERATION OF REQUEST FOR PROPOSAL (RFP) FOR ENVIRONMENTAL SERVICES AND MANAGEMENT OF THE MUNICIPAL SEPARATE STORM SEWER SYSTEM NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (MS4 NPDES) PERMIT**

Staff seeks approval of an RFP for Environmental Services and the Management of the MS4 NPDES Permit and Compliance Program and authorization to solicit proposals.

RECOMMENDED ACTION: Staff recommends City Council approve the RFP for Environmental Services and Management of the MS4 NPDES Permit and authorize staff to solicit proposals.

[RFP for Environmental Services](#)

8. **PUBLIC HEARINGS:** None.

9. GENERAL BUSINESS

9.a. **CONSIDERATION OF RESOLUTION NO 20-77 APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) REGARDING PARTICIPATION IN THE CITY HOMELESS PROGRAM**

The San Gabriel Valley Council of Governments (SGVCOG) has funding opportunities through the County of Los Angeles for the purposes of administering Measure H funding allocations in support of the County's Homeless Initiative (HI) strategies to combat homelessness in the San Gabriel Valley. The SGVCOG also received funding from the State of California via the 2019 Budget Trailer bill for the purposes of combating homelessness in the San Gabriel Valley. The SGVCOG allocates a portion of this funding towards the member cities who previously developed homeless plans to prevent and combat homelessness. The SGVCOG requires a memorandum of agreement between each city electing to apply for grant funding to support homelessness.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 20-77 approving the Memorandum of Agreement with the San Gabriel Valley Council of Governments.

[Attachment A - Resolution No. 20-77](#)

[Attachment B - San Gabriel Valley Council of Governments \(Homeless Plan\) MOA](#)

9.b. **CONSIDERATION OF RESOLUTION NO. 20-78 APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH HOMELESS COHORT CITIES (BALDWIN PARK, EL MONTE, SOUTH EL MONTE) TO IMPLEMENT MEASURE-H CITIES HOMELESS PLAN GRANT FUNDS**

The cities of South El Monte, El Monte, and Baldwin Park ("Cities") and the County of Los Angeles have been working cooperatively to address issues related to homeless individuals and individuals at risk of homelessness. To that end, the County released the 2018 Cities Homelessness Plan Implementation Request for Proposals in September 2018. In response, the cities submitted a collaborative proposal for the receipt of Measure H funds, the County's funding source to prevent and combat homelessness. The Cities have now been awarded a grant under the 2018 Cities Homelessness Plan Implementation Program in the amount of \$1,074,820 (the "Grant Funds"). The purpose of this Memorandum of Understanding ("MOU") is to provide the basic understanding between the Cities with respect to the receipt and use of Grant Funds and to set forth basic provisions that the Cities contemplate to utilize for the shared services as a collaborative team.

RECOMMENDED ACTION: Staff recommends that the City Council approve the MOU by and among the City of Baldwin Park, the City of El Monte, and the City of South El Monte.

[Attachment A - Resolution No. 20-78](#)

[Attachment B - CoHort MOU](#)

9.c. UPDATE TO THE RENAMING OF ADELIA AVENUE TO AMRO AVENUE

The City was approached by owners of AMRO located at 1430 and 1440 Adelia Avenue to request the street name be changed from Adelia Avenue to Amro Avenue. The proposal would change a section of Adelia south of Alesia Street to Amro Avenue. This will impact roughly ten properties.

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

9.d. CONSIDERATION OF THE FOLLOWING RESOLUTIONS/ACTIONS: 1. RESOLUTION NO. 20-79 CALLING AND GIVING NOTICE THAT THE CITY IS SUBMITTING A GENERAL TRANSACTIONS AND USE (SALES) TAX MEASURE FOR THE GENERAL MUNICIPAL ELECTION ON NOVEMBER 3, 2020 AND APPROVING THE PROPOSED SALES TAX ORDINANCE; 2. RESOLUTION NO. 20-80 REGARDING THE DIRECT ARGUMENTS, SELECTION OF ARGUMENTS IF MULTIPLE ARGUMENTS ARE ACCEPTED, AND IMPARTIAL ANALYSIS FOR THE PROPOSED GENERAL SALES TAX MEASURE; 3. RESOLUTION NO. 20-81 REGARDING REBUTTAL ARGUMENTS TO THE PROPOSED GENERAL SALES TAX MEASURE; 4. IF THE RESOLUTIONS ABOVE ARE ADOPTED, THEN CONDUCT THE FIRST READING, BY TITLE ONLY, OF AN ORDINANCE RELATING TO THE PROPOSED GENERAL SALES TAX MEASURE

The resolutions will allow the City to submit to the voters at the November 3, 2020 General Municipal Election a Measure to establish a transaction and use tax in the City of South El Monte.

RECOMMENDED ACTION: Staff recommends City Council consider the following: 1. Adopt Resolution No. 20-79 calling and giving notice that on the November 3, 2020 General Municipal Election that the City is submitting a general transactions and use (sales) tax measure to the City's voters; approving the proposed sales tax ordinance; and requesting the County of Los Angeles to consolidate/incorporate the ballot measure as part of the local election matters on that date. 2. Adopt Resolution No. 20-80 regarding the direct arguments to the proposed general sales tax measure; selection of arguments if multiple arguments are submitted; and impartial analysis. 3. Adopt

Resolution No. 20-81 authorizing rebuttal arguments to the proposed general sales tax measure. 4. If the resolutions above are adopted, then conduct the first reading, by title only, of an ordinance relating to the proposed general sales tax measure.

[Attachment A - Resolution No. 20-79](#)

[Attachment B - Resolution No. 20-80](#)

[Attachment C - Resolution No. 20-81](#)

[Attachment D - Proposed Sales Tax Ordinance](#)

[Attachment E - Community Issues 2019 Survey](#)

[Attachment F - Breakdown of Current Sales Tax Revenue Components](#)

9.e. CONSIDERATION OF RESOLUTION NO. 20-82 AND RESOLUTION NO. 20-83 APPROVING APPROPRIATION (GANN) LIMIT CALCULATIONS FOR FISCAL YEAR (FY) 2019-20 AND FY 2020-21

Each year, the City Council is required to review and approve the City's appropriations limit's for the following fiscal year ("FY"). Before the City Council is a resolution to approve the FY 2019-20 Appropriation Limit, and a resolution to approve the FY 2020-21 Appropriation Limit, for the City of South El Monte pursuant to Article XIII B of the State of California Constitution.

RECOMMENDED ACTION: Staff recommends City Council Adopt Resolution No. 20-82, approving FY 2019-20 Appropriation (Gann) Limit Calculation, and adopt Resolution No. 20-83, approving FY 2020-21 Appropriation (Gann) Limit Calculation.

[Attachment A - Resolution No. 20-82](#)

[Exhibit A to Resolution No. 20-82](#)

[Attachment B - Resolution No. 20-83](#)

[Exhibit A to Resolution No. 20-83](#)

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

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

11. CORRESPONDENCE: None.

12. COUNCILMEMBERS' AGENDA

12.a. COUNCILMEMBER RICHARD ANGEL

1. Councilmembers' Benefits

12.b. MAYOR PRO TEM GRACIE RETAMOZA

1. Hiring Concerns During COVID-19

12.c. MAYOR GLORIA OLMOS

1. Budget Information Clarification

13. CLOSED SESSION

13.a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION GOVERNMENT CODE SECTION 54957

Title: City Manager

13.b. PUBLIC EMPLOYEE APPOINTMENT GOVERNMENT CODE SECTION 54957

Title: Director of Community Development

14. ADJOURNMENT



City Council Agenda Report

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

DATE: July 14, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: MINUTES

SUMMARY: Staff seeks City Council approval of the Minutes for the Regular Meetings of May 26, 2020 and June 9, 2020.

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

ATTACHMENTS:

[Minutes](#)

**CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
MAY 26, 2020 6:00 P.M.
COUNCIL CHAMBERS
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733**

1. **ROLL CALL**

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

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

Also Present: (City Attorney) Anthony R. Taylor, (Assistant City Attorney) Christy Lopez, (City Manager) Rachel Barbosa, (City Clerk) Rose Juarez, (Public Works Director) Rene Salas, (Interim Finance Director) William Fox, (Deputy City Clerk) Paola Lara, and (Assistant Planner) Ian McAleese.

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

2. **PLEDGE OF ALLEGIANCE**

Councilmember Delgado led the Pledge of Allegiance.

3. **INVOCATION**

Deputy City Clerk, Paola Lara, offered the Invocation.

4. **PRESENTATIONS**

a. **SHERIFF'S DEPARTMENT REPORT FOR THE MONTH OF APRIL**

Deputy Rosales presented an overview of the Part I Crime Statistics and Target Crimes for the month of April, Year to Date 2020 Part I Crime Statistics, 2019 Part I Crimes, February Arrests 2019-2020, and Year End 2018-2019 Part I Crimes.

In response to Mayor Olmos' question, Deputy Rosales confirmed the Bail Deviation Commissioner can increase the bail amount for an individual who has been arrested multiple times and have the individual remain in custody instead of being released.

Mayor Olmos requested the Sheriff's Department provide the City Manager with a template that supports increasing the bail amount for the City Council's signatures which will then be sent to the Commissioner as a means to increase bail amounts and thereby prevent more crime in the City.

In response to Councilmember Acosta's questions, Deputy Rosales stated although individuals committing crimes are released from custody within a few hours, the Deputies track the cases for the District Attorney's office for filing when the courts are fully operational again. Also, the Deputies are conducting high visibility patrols and are recommending to businesses targeted for commercial burglaries to install security measures and security camera systems.

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

A motion was made by Acosta, seconded by Angel and carried (5 - 0) to approve the agenda and waive full reading of ordinances.

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

NAYS:None.

6. **PUBLIC COMMENT**

Mayor Olmos opened public comment.

Mayor Olmos announced public comments were submitted via email in support of Project Room Key, Item 12.b.1., from Teresa Eilers, Francisco and Rosa Mendez, and Beatriz Camargo.

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

7. **CONSENT CALENDAR**

a. **MINUTES**

Staff seeks City Council approval of the Minutes of the Regular Meeting of April 28, 2020.

b. **WARRANTS**

Authorizing payment of City expenditures for the period of May 13, 2020 through May 26, 2020 totaling \$363,511.79.

c. **CONSIDERATION OF RESOLUTION NO. 20-48, APPROVING AMENDMENT NO. 5 AMENDING THE LOWER TIER SUBAWARD AGREEMENT BETWEEN HUNTINGTON CULINARY AND THE CITY OF SOUTH EL MONTE FOR THE ELDERLY NUTRITION PROGRAM**

Staff seeks City Council approval to authorize an amendment to the Lower Tier Subaward Agreement with Huntington Culinary, Inc. to extend the term of the Agreement by one year, for an amount not to exceed \$235,654.20 for FY 20-21, matching the FY 19-20 award amount of \$235,654.20, to provide culinary services for the Elderly Nutrition Program.

d. **CONSIDERATION OF RESOLUTION NO. 20-49, APPROVING AN AGREEMENT BETWEEN THE CITY AND ADMINISTRATIVE SERVICES COOPERATIVE, INC., D.B.A. FIESTA TAXI COOPERATIVE, INC. TO**

PROVIDE DIAL-A-RIDE TRANSPORTATION SERVICES AND MEAL DELIVERIES TO SENIORS AND DISABLED RESIDENTS OF THE CITY OF SOUTH EL MONTE FOR A NOT-TO EXCEED AMOUNT OF \$19,000

On March 18, 2020, due to the COVID-19 Pandemic, City staff were instructed to shelter in place at their place of residency and not to report to work until further notice. To prevent any gap in transportation and nutrition delivery services, the City Manager reached out to neighboring agencies to evaluate their transportation programs and evaluate whether these options would be temporarily viable until staff could safely return to work. To provide these services, Staff is requesting the City Council authorize the City Manager to enter into an agreement with Administrative Services Cooperative, Inc. d.b.a. Fiesta Taxi Cooperation, Inc. to provide Dial-A-Taxi transportation services to seniors and disabled residents and to deliver meals to the homes of seniors.

e. CONSIDERATION OF RESOLUTION NO. 20-50, APPROVING AMENDMENT NO. 8 TO THE AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR THE ELDERLY NUTRITION PROGRAM SERVICES

On July 1, 2016, a four-year agreement between the County of Los Angeles through its Department of Workforce Development, Aging and Community Services (the "County") and the City of South El Monte (the "City") was entered into to assist with the funding for the City's Elderly Nutrition Program Services (the "Agreement"). This Amendment will increase the allocated baseline funding from \$229,361 to \$260,361 resulting in an increase of \$31,000 for Fiscal Year (FY) 2019-20 only. The \$31,000 will be allocated through Families First Coronavirus Response Act ("FFCRA") funding.

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

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

8. PUBLIC HEARINGS None.

9. GENERAL BUSINESS

a. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM - CONSIDERATION OF PROGRAM BUDGETS FOR FY 2019-20 (REVISED), FY 2020-21, AND CDBG-CV ASSISTANCE PROGRAMS (FUNDING SOURCE: CDBG & CDBG-CV FUNDS) FOR BUSINESS ASSISTANCE AND RENTAL ASSISTANCE

The Public Works Director presented the staff report.

In response to Councilmembers' questions, the Public Works Director confirmed Staff has received phone calls inquiring about the grant program and its guidelines; \$250,000 is available for the grants and HUD guidelines are being followed for small businesses; CDBG guidelines for businesses with more than 5 employees; the City Council has the discretion to set a 12 month minimum requirement for the length of time a business must have been operating in the

City; Staff will advertise the grant program, inform the public who they must contact to make an appointment to obtain an application, appointments will be scheduled on a first come first serve basis at 30 minute intervals, a waiting list will be created if necessary, and the County will make the funds available as soon as possible.

A motion was made by Acosta, seconded by Angel and carried (5 - 0) to 1) Approve the proposed CDBG program budget for the 2019-20 fiscal year (revised) and the CDBG-CV program; 2) Approve the funding and program guidelines for the proposed COVID-19 South El Monte Emergency Rental Assistance Program; and 3) Approve the funding and program guidelines for the proposed COVID-19 South El Monte Emergency Small Business Grant Program.

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

NAYS:None.

b. **2020 FOURTH OF JULY FIREWORKS STAND PERMITS**

The Public Works Director presented the staff report.

Mayor Olmos allowed public comment.

Steve Bennett, TNT Fireworks, stated each organization would be responsible for enforcing and monitoring social distancing at their fireworks stands.

Councilmember Angel voiced concern with the lack of social distancing and safety precautions due to the space available inside and outside of the fireworks stands.

Mayor Olmos stated she too is concerned that social distancing inside the fireworks stands will not be followed.

Mayor Pro Tem Retamoza recommended, staff monitor the fireworks stands and shut them down if social distancing is not implemented.

Councilmember Angel recommended, staff meet individually with the organizations who will be operating fireworks stands to discuss the monitoring of social distancing.

In response to Mayor Pro Tem Retamoza's question, Public Works Director stated he would meet with the organizations to discuss social distancing and protective measures and advise them the fireworks stands can be shut down for non-compliance.

A motion was made by Acosta, seconded by Angel and carried (5 - 0) to allow the Knights of Columbus #13011, Faith Tabernacle Men's Ministry, South El Monte National Little League, South El Monte High School Football, and Bobby Salcedo Memorial Foundation to operate a fireworks stand in conjunction with the Fourth of July 2020, with the amendment to require the enforcement and monitoring of social distancing with the possibility of being shut down for non-compliance.

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

NAYS:None.

c. **FISCAL YEAR 2019-2020 FINANCIAL UPDATE**

The Interim Finance Director presented the staff report.

Councilmember Delgado requested staff provide the City Council a copy of the reserve accounts including general fund, special revenue funds, and all capital project funds.

In response to Mayor Pro Tem Retamoza's question, Interim Finance Director stated the Local Agency Investment Fund will not penalize the City for pulling money out with one day notice but the interest rate is high.

A motion was made by Acosta, seconded by Angel and carried (5 - 0) to to receive and file the report.

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

NAYS:None.

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

Councilmember Delgado acknowledged the compliments he received on the City Council's Memorial Day video messages on the City's Facebook page.

Mayor Olmos provided a report on her teleconference meetings with SEAACA, Valle Lindo School District's Opposition of Project Room Key, San Gabriel Valley Council of Governments, City of Pomona Councilmember COVID-19 Action Committee, and Greater El Monte Hospital.

11. **CORRESPONDENCE None.**

12. **COUNCILMEMBERS' AGENDA**

a. **COUNCILMEMBER MANUEL ACOSTA**

1. **South El Monte Homeless Services Committee**

Councilmember Acosta suggested a committee be created to help the homeless as the number of homeless will likely increase due to the loss of jobs caused by COVID-19 and stated the committee would work together with the community to find preventative and proactive solutions for homelessness.

The City Manager stated the City's consultant applied and received a \$1.1 million grant to combat homelessness in the cities of Baldwin Park, El Monte and South Monte, outreach programs are currently being designed, South El Monte will benefit from sharing the resources and services among the two other cities and part of the process is to establish a City-Wide Homeless Committee. Although there has been a lot of opposition expressed for Project Room Key there has also been much concern shown for helping the homeless in the City, therefore, if Councilmember Acosta would like to move forward with establishing a committee, two Councilmembers could be appointed to serve on the committee.

In response to Mayor Pro Tem Retamoza's question regarding the type of services the committee would establish; Councilmember Acosta stated he would like both short and long term solutions explored that would sustainably get the homeless off the streets.

Mayor Olmos stated, she has been working with the City Manager to implement a Women's Shelter possibly at Loma School site for homeless women and their families and victims of domestic violence.

The City Manager provided an status update on Measure H, homeless prevention, and renter's assistance program grant, and stated the goal of the homeless committee can be to identify revenue sources that are not restricted to Measure H conditions.

Mayor Olmos announced, Pastor Charlie Corum provides food baskets by appointment to the community on Wednesdays and the County also provides food baskets on a daily basis by appointment only and there is no proof of residency required.

2. Update on Celebrating the Class of 2020

Mayor Olmos stated on June 4th a Class of 2020 backdrop will be placed in front of City Hall for graduates from the local schools to take pictures. Additionally, the parents of South El Monte High School Class of 2020 are still interested in purchasing group banners to honor the graduates and are requesting donations from the community to pay for the cost of the banners as well as for the installation and removal of the banners.

In response to Mayor Pro Tem Retamoza's question, the City Manager stated the Class of 2020 backdrop cost \$1,000.

Councilmember Acosta recommended that the backdrop also be made available on June 5th and that schools be notified it is available for their use.

Mayor Olmos stated there will not be a photographer on site to take photos, however, she would look into the cost but it would not be at the City's expense.

b. COUNCILMEMBER HECTOR DELGADO

1. Status Update on Project Room Key

The City Manager stated at this time she is not aware of any potential Project Room Key leases in the City.

2. Discussion on Saturation Patrol for SEM Team Deputies and Uniform Allowances for Team

The City Manager stated \$23,000 is available in the current fiscal year budget for saturation patrol and can be applied to the upcoming 4th of July saturation patrol.

Councilmember Delgado requested that the information regarding the issuance of \$1,000 citations for illegal fireworks be posted on the City's social

media and website and stated he would like a portion of available funds to be used to address commercial burglaries.

The City Manager stated she would discuss the firework suppression and scheduling with the Sheriff's Department and confirmed, with regard to the \$3,000 available in the special department supplies account for uniforms, there has been no reimbursement requests for uniforms or supplies and no reimbursements are expected.

Councilmember Delgado requested that the City Manager meet with Deputy Rosales to discuss what resources the Sheriff's Department needs to utilize the available funds, saturation patrol around the City, and the enforcement of social distancing at the fireworks stands.

The City Manager suggested that funds from the public safety grant received from Senator Rubio be utilized for saturation patrol instead of the general fund.

3. **Update on Budget Regarding Reserve Accounts. General Fund, Special Revenue Funds, (All 16 Accounts) Capital Project Funds**

Councilmember Delgado stated this item was addressed during discussion of Item 9.c. and requested that an email or handout with the information regarding the reserve accounts including general fund, special revenue funds and capitol projects be provided to the City Council.

c. **MAYOR GLORIA OLMOS**

1. **Graffiti Control and Putting Signage to Show Fines for Violators**

Mayor Olmos directed staff to place signs around the City regarding the issuance of fines for graffiti and enforce the fines, requested the public keep the City clean, and if a picture can be safely taken of someone drawing graffiti to send it to the Public Works Director who will then provide it to the Sheriff's Department.

Councilmember Angel recommended that Code Enforcement contact and request businesses make every attempt to use paint that matches the building color when covering graffiti.

Mayor Olmos suggested contacting business owners to determine if they would allow murals painted which may deter people from drawing graffiti on murals and walls.

Councilwoman Retamoza stated murals are beautiful, however, if it is covered with graffiti it would be ruined and the artist would have to repaint the entire mural and agreed that when painting over graffiti the color should match the building.

Councilmember Angel stated he concurred with Mayor Pro Tem Retamoza and murals should be a last resort.

Councilmember Delgado spoke against vandalism and graffiti in the City, requested that businesses color match the building color to cover the graffiti,

and although the graffiti is not the property owners fault they should take care of it within a reasonable time.

2. **Efficient Cost Cutting Measures**

Mayor Olmos directed staff to review its agreements to determine if any costs can be renegotiated and if the best deal was made based on the services being provided to the City.

13. **CLOSED SESSION**

a. **PUBLIC EMPLOYMENT/APPOINTMENT GOVERNMENT CODE SECTION 54957**

Title: City Clerk

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

City Negotiator: City Manager

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

The Assistant City Attorney announced, City Council would recess to closed session to discuss the two items identified on the agenda.

The City Council recessed to closed session at 8:19 p.m. and reconvened to open session at 9:07 p.m.

The Assistant City Attorney announced, City Council discussed the two items identified on the agenda and no reportable action was taken.

14. **RECESS COUNCIL MEETING**

The meeting was recessed at 9:08 p.m. and reconvened at 9:13 p.m.

15. **ADJOURNMENT**

There being no further business coming before this body, Mayor Olmos adjourned the meeting at 9:14 p.m. In Memory of Long Time South El Monte Resident Maria Teresa Mondragon and in Honor of the 70th Anniversary of the Korean War.

Rose Juarez, City Clerk

Gloria Olmos, Mayor

**CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
JUNE 9, 2020 6:00 P.M.
COUNCIL CHAMBERS
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733**

1. ROLL CALL

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

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

Also Present: (City Attorney) Anthony R. Taylor, (Assistant City Attorney) Christy Lopez, (City Manager) Rachel Barbosa, (City Clerk) Rose Juarez, (Public Works Director) Rene Salas, (Interim Finance Director) William Fox, (Deputy City Clerk) Paola Lara, (Code Enforcement/Public Safety Supervisor) Joe Martinez, (Public Works Analyst) Monica Heredia, and (Assistant Planner) Ian McAleese.

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

2. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Retamoza led the Pledge of Allegiance.

3. INVOCATION

William Fox, Interim Finance Director, offered the Invocation.

4. PRESENTATIONS

a. CODE ENFORCEMENT AND PUBLIC SAFETY DEPARTMENT REPORT FOR THE MONTHS OF MARCH, APRIL AND MAY

The Code Enforcement/Public Safety Supervisor presented an overview of March, April and May activities which included calls for service for Property Maintenance, Health and Safety, Building Code, Zoning, Streets and Sidewalks, Vehicles and Traffic, and Business, and presented the Bulk Item Report.

Councilmember Delgado voiced his concern with a food and clothes vendor selling on the weekend in an area regulated by the County and requested contact be made with L.A. County Health Department or Los Angeles Code Enforcement to have someone address the vendor on the weekend.

The City attorney stated their office will coordinate with the County to address this issue.

The City Manager stated because of Covid-19 and the Safer at Home order, the City has been operating with modified hours limiting Code Enforcement's and Public Safety's hours but the City will return to full operational hours on Monday, June 15th and recommended the public safety funds allocated through Senator Rubio be used for special operations on the weekend to address the vendor, and although the Department of Public Health is not likely to come out on a weekend night she will reach out to the County.

In response to Councilmember Angel's question, the City Manager stated the Sheriff's Department patrol the area to provide safety but the Department of Regional Planning's Code Enforcement enforce public health in the public right of way and suggested if a lot of threat to public health is documented in the area staff can reach out to Supervisor Hilda Solis' office and County contacts.

Councilmember Delgado recommended the vendor be cited for blocking the public right of way to discourage them from returning and stated they need to be aggressive because he has received several complaints from concerned people due to the safety risks and COVID-19.

Mayor Olmos stated she would reach out to Supervisor Hilda Solis' office for advice and assistance with addressing the issue.

In response to Councilmember Angel's question, the Code Enforcement/Public Safety Supervisor stated the majority of the bulky items illegally dumped are in the residential area.

Councilmember Angel recommended Code Enforcement inform residents they will be cited for not removing bulky items in front of their homes even if they did not leave them there and spoke against Athens Services being selective of the bulky items they pick up.

Mayor Olmos requested that notice and street signs with fines for illegally dumping bulky items be posted in the City and suggested that a Neighborhood Watch be created to address the illegal dumping of bulky items.

The City Attorney stated outreach can be conducted to encourage compliance, give warnings, and if there is no compliance fines can be issued.

Mayor Olmos suggested the bulky item informational flyer created by Athens Services also be in Cantonese or Vietnamese in addition to English and Spanish.

Mayor Olmos directed staff to post signs about the fines for illegal dumping of bulky items, give warnings first, and have Athens send postcards with the information for illegal dumping of bulky items and the phone number to call.

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

Mayor Olmos requested to pull Items 7.b. and 7.e. from the Consent Calendar for discussion.

A motion was made by Delgado, seconded by Angel and carried (5 - 0) to approve the agenda as amended, pull Items 7.b. and 7.e. from the Consent Calendar for

discussion, and waive full reading of ordinances.

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

NAYS: None.

6. **PUBLIC COMMENT**

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

7. **CONSENT CALENDAR**

a. **WARRANTS**

Authorizing payment of City expenditures for the period of May 27, 2020 through June 9, 2020 totaling \$802,918.40.

c. **BIENNIAL REVIEW OF CONFLICT OF INTEREST CODES**

The Political Reform Act requires that every local government agency review its Conflict of Interest Codes biennially. A Conflict of Interest Codes tells public officials, governmental employees, and consultants which financial interests they must disclose on their Statement of Economic Interests (Form 700).

d. **CONSIDERATION OF RESOLUTIONS FOR THE NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION** Pursuant to California State law, the City Council must officially "call" for the November 3, 2020 General Municipal Election; request consolidation with the Los Angeles County Election of same date; and approve regulations for candidate Statements.

f. **CONSIDERATION OF RESOLUTION NO. 20-56, APPROVING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF SOUTH EL MONTE AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) FOR PARTICIPATION IN THE SAN GABRIEL VALLEY REGIONAL PILOT E-BIKE SHARE PROGRAM (PILOT PROGRAM)**

On October 8, 2019, the City Council adopted Ordinance No. 1238, incorporating Chapter 10.26 (Pilot E-Bike Share Program) and amending Title 10 (Vehicles and Traffic) of the South El Monte Municipal Code to enable a Pilot E-Bike Share Program to be established and operated by a single E-Bike Share operator. Staff now seeks to enter into a MOA with the SGVCOG for participation in the Pilot Program.

g. **CONSIDERATION OF RESOLUTION NO. 20-57, APPROVING AMENDMENT NO.1 WITH THE SAUCE CREATIVE SERVICES, CORP., EXTENDING THE CONTRACT FOR A PERIOD OF THREE YEARS AND INCREASING COMPENSATION TERMS BY \$173,359.80 FOR A FIVE YEAR CONTRACT WITH A NOT-TO-EXCEED AMOUNT OF \$285,938.28**

Staff is seeking to extend the contract with The Sauce Creative Services to an additional three years to March 27, 2023, due to the quality newsletter publishing services it has provided the City, with an increased

compensation terms of \$173,359.80 for a five year contract with a not-to-exceed amount of \$285,938.28.

- h. **CONSIDERATION OF RESOLUTION NO. 20-58, APPROVAL OF THE EMPLOYMENT AGREEMENT FOR CITY CLERK** Adoption of Resolution No. 20-58, consenting to the appointment of Donna Schwartz as City Clerk and approving an employment agreement between the City of South El Monte and Donna Schwartz.
- i. **CONSIDERATION OF RESOLUTION NO. 20-59, AWARDING AN AGREEMENT TO EMERGENCY PLANNING CONSULTANTS (EPC) TO PROVIDE CONSULTING SERVICES TO UPDATE THE CITY'S LOCAL HAZARD MITIGATION PLAN (LHMP) IN AN AMOUNT NOT TO EXCEED \$35,000**

On April 14, 2020, the City Council approved a Request for Proposals for Consulting Services to Update the City's LHMP (RFP) and to solicit proposals. Proposals were due on May 4, 2020 at 2:00 p.m. in which a total of two (2) proposals were received. Staff seeks to award a contract to EPC to aid the city in updating its LHMP.

- j. **CONSIDERATION OF RESOLUTION NO. 20-60, APPROVING AMENDMENT NO. 3 TO THE AGREEMENT WITH COUNCIL FOR WATERSHED HEALTH (CWH) FOR ADMINISTRATIVE OVERSIGHT SERVICES FOR THE MERCED AVENUE GREENWAY PROJECT (PROJECT) TO INCREASE COMPENSATION TERMS BY \$13,791 FOR A TOTAL NOT-TO-EXCEED CONTRACT AMOUNT OF \$751,697**

CWH was contracted to provide administrative oversight services for the Project in an amount not to exceed \$724,756 in which services were effective from November 1, 2017 through June 30, 2019. Contract amendments have since been executed to extend the term of the contract and increase compensation terms to a total not to exceed contract amount of \$737,906. Staff now seeks to amend the contract to increase compensation for project design.

A motion was made by Delgado, seconded by Acosta and carried (5 - 0) to approve the Consent Calendar except Items 7.b. and 7.e.

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

NAYS:None.

ITEMS PULLED FROM THE CONSENT CALENDAR FOR DISCUSSION

- b. **PROCLAMATION IN HONOR OF THE 70TH ANNIVERSARY OF THE KOREAN WAR AND REMEMBRANCE DAYS FROM JUNE 25TH - JULY 27, 1953**

Mayor Olmos read the Korean War Remembrance Day Proclamation into the record and invited the public to send Korean War Veterans pictures by June 23, 2020 for posting on the City's social media.

A motion was made by Angel, seconded by Acosta and carried (5 - 0) to proclaim June 25, 2020 to July 27, 2020 as the 70th Anniversary of the Korean War and

Remembrance Days in the City of South El Monte.

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

NAYS:None.

- e. **CONSIDERATION OF RESOLUTION NO. 20-55, RATIFYING THE AGREEMENT WITH NICHOLAS CONSTRUCTION AND DEVELOPMENT CO., INC. DBA FIRE DAMAGE RESCUE FOR SPECIALIZED CLEANING AND DISINFECTING SERVICES IN RESPONSE TO COVID-19 AND AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1 TO THE AGREEMENT FOR A TOTAL NOT TO EXCEED CONTRACT AMOUNT OF \$50,000**

Mayor Olmos requested clarification if Nicholas Construction and Development Co., Inc. dba Fire Damage Rescue cleaned City facilities due to immediate need because of COVID-19 and recommended that an RFP for cleaning and disinfecting services be released to give local companies an opportunity to provide the services.

Councilmember Delgado concurred with Mayor Olmos.

The City Attorney recommended City Council approve the work completed to date, authorize the amendment and authorize the City Manager to sign it, and direct staff to release an RFP or RFQ for cleaning and disinfecting services.

The City Manager confirmed the City's emergency declaration enabled staff to hire for these services without City Council approval but now staff is requesting City Council ratify the actions taken and approve the legal language required to request reimbursement through FEMA and California Department of Emergency Operations. She also confirmed this is a local company but staff can release an RFP for future work.

In response to Mayor Olmos' question, the City Manager stated the not-to-exceed amount can be adjusted from \$50,000 to \$25,000 to reflect the cost incurred for services already provided, however, we are still in a pandemic and their services can be utilized should there be a need to shut down and do an immediate deep cleaning.

In response to Councilwoman Retamoza's question, the City Manager confirmed the City can still be reimbursed through FEMA if an RFP is used.

A motion was made by Angel, seconded by Delgado and carried (5 - 0) to adopt Resolution No. 20-55, ratifying the agreement with Nicholas Construction and Development Co., Inc. dba Fire Damage Rescue for specialized cleaning and disinfecting services in response to COVID-19 and authorizing the execution of Amendment No. 1 to the Agreement for a total not to exceed contract amount of \$50,000, and that a Request for Proposals be released future services.

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

NAYS:None.

8. **PUBLIC HEARINGS**

- a. **CONSIDERATION OF ORDINANCE NO. 1247, AMENDING ZONING DESIGNATION (ZONE CHANGE NO. 19-22) FROM MANUFACTURING TO MULTI FAMILY RESIDENTIAL FOR PROPERTIES LOCATED AT 2610-2634 CHICO AVENUE, RESOLUTION NO. 20-62, APPROVING MITIGATED**

**NEGATIVE DECLARATION AND GENERAL PLAN AMENDMENT TO
CHANGE THE EXISTING GENERAL PLAN LAND USE DESIGNATION FROM
INDUSTRIAL TO MEDIUM DENSITY RESIDENTIAL**

The Director of Public Works presented the staff report.

The Assistant City Attorney read the title of the ordinance.

Mayor Olmos opened the public hearing.

Edward Montes, Resident on Humbert Avenue, spoke of needing additional funds to relocate due to financial constraints and COVID-19, a gas leak that occurred and led them to be without gas and water due to construction taking place while the residents still reside there, stated many of the tenants have lived in South El Monte their whole lives and will likely have to move far because rent in South El Monte is not affordable, and of being uncomfortable with new management inspecting their homes due to COVID-19.

Jay Decker, Warmington Residential, stated the gas leak and break of the water line was not due to their construction as they have not received permits to begin construction.

Bob Garrison, Warmington Residential, presented a PowerPoint on the ECHO project for the property 2610-2634 Chico Avenue and 2607-2637 Humbert Avenue which included: About Warmington Residential, The Goldwyn at 1181 E. Durfee, Aerial View, Site Plan, Plan I, Below Market Rate and Accessible Homes, Below Market Rate Point Systems, Community Outreach, Humbert Avenue Tenant Update, and Proposed Project Street Names.

Councilmember Angel stated the \$2,000 Warmington Residential is providing each tenant for moving out will not cover the cost of finding a new home, even with Warmington Residential paying the last three months of rent, and suggested the amount be increased to \$5,000.

Councilmember Delgado concurred with Councilmember Angel.

Mr. Decker agreed to provide \$5,000 per tenant for moving out.

Milagro Gonzales, Resident on Humbert Avenue, spoke about the gas leak that occurred, of feeling unsafe with the inspection of the apartments the property owner will be conducting due to COVID-19, and of Warmington Residential not responding to proposals submitted by the tenants or providing them with a timeline.

Jonathan Aceves, 2621 Humbert Avenue, spoke of his concern with \$2,000 not being enough to relocate and requested additional funds and until December to move.

Gabriel Miran, 2625 Humbert Avenue, spoke of not being provided repair services for water damage and mold in his apartment which may be the reason for his son's cough, constant changes in property management over the last year and their lack of assistance, and of previously requesting \$7,000 from Warmington Residential to relocate.

Mr. Decker clarified the new property management, not Warmington Residential, will be inspecting the apartments but he will contact and advise them of the tenants' concerns and request the inspections be cancelled, all tenants were notified about the relocation timeline since March, Warmington Residential is trying to be fair with the relocation amount for all tenants, and the relocation deadline can be extended to the end of August.

Elsa Montes, Resident of Humbert Avenue, stated she is having trouble applying for the City's rental assistance grant to pay a pending debt from April because the property managers have to fill out the documents and due to recent changes she is not sure who the property managers are.

Mr. Decker agreed to raise the amount to be provided to each tenant to assist their relocation to \$7,000.

Mayor Olmos closed the public hearing after determining there was no one else wishing to speak.

A motion was made by Delgado, seconded by Angel and carried (5 - 0) to introduce for first reading Ordinance No. 1247, Zone Change (No. 19-22) to change the zoning designation for properties located at 2610-2634 Chico Avenue and adopt Resolution No. 20-62 approving a Mitigated Negative Declaration and General Plan Amendment (No. 19-22) to change the Land Use designation.

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

NAYS:None.

9. **GENERAL BUSINESS**

a. **SCHEDULING FISCAL YEAR 2020-21 BUDGET STUDY SESSION DATES**

The Interim Finance Director presented the staff report and requested City Council select dates to hold the budget study sessions.

A motion was made by Acosta, seconded by Angel and carried (5 - 0) to schedule the Fiscal Year 2020-21 budget study sessions for Monday, June 22, 2020 at 5:30 p.m., have an adjourned regular meeting Tuesday June 23, 2020 at 5:30 p.m. instead of a regular meeting at 6:00 p.m. and complete the budget study session after the adjourned regular meeting, and hold a public hearing for the Fiscal Year 2020-21 budget on Monday, June 29, 2020 at 5:30 p.m.

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

NAYS:None.

The City Manager announced there was public comment by the Parrino family, however, they were no longer on the line. The public comment was to request a handicap parking in front of Mr. Parrino's home to help him and his disabled wife find nearby parking and Public Works will work to expedite the request.

b. **CONSIDERATION OF RESOLUTION NO. 20-61, AMENDING THE TRAFFIC THRESHOLD OF SIGNIFICANCE FOR CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) TO VEHICLE MILES TRAVELED (VMT) RATHER THAN LEVEL OF SERVICE (LOS)**

The Public Works Director presented the staff report.

A motion was made by Acosta, seconded by Delgado and carried (5 - 0) to adopt Resolution No. 20-61, finding that the action is exempt from CEQA and adopt the proposed thresholds of significance.

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

NAYS:None.

c. **CREATION OF THE SOUTH EL MONTE HOMELESS SERVICES COMMITTEE**

The City Manager presented the staff report.

In response to Councilmember Delgado's and Mayor Pro Tem Retamoza's questions, Councilmember Acosta stated the committee will have 5 or 7 members on a volunteer basis from the community, businesses, and City Councilmembers.

Councilmember Delgado recommended the committee be an advisory committee and also include church and school district representatives.

The City Manager suggested besides creating an advisory committee an at large committee also be created to invite everyone from the community and outside agencies to make a pledge to be a part of the committee.

Mayor Olmos allowed public comment.

Cesiah Romo, Community Services Commissioner, spoke in support of creating an advisory committee and inviting residents to join as she would be interested in becoming a member or assisting in the recruitment process.

The City Attorney recommended no more than two City Councilmembers be appointed to the advisory committee, however, if the committee is structured as a Brown Act Body all Councilmembers can attend the meetings and speak even if they are not members of the committee, and stated a resolution would be brought back to City Council to formalize the committee and review the the member selection process.

Staff was directed to bring back a staff report at the July 14, 2020 City Council meeting with a resolution to formalize the advisory committee.

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

Councilmember Acosta provided a report on his attendance at the Class of 2020 photo event.

Councilmember Angel provided a report on his attendance at the Class of 2020 photo event.

Councilmember Delgado a provided a report on his participation in the zoom meeting for Foothill Transit.

Mayor Pro Tem Retamoza provided a report on her attendance at the Class of 2020 photo event.

Mayor Olmos provided a report on her participation on zoom meetings with the San Gabriel Valley Council of Governments, SEAACA, Greater El Monte Hospital, Sanitation District, and Class of 2020 photo event.

11. **CORRESPONDENCE**

a. **CORRESPONDENCE FROM THE SOUTH EL MONTE HIGH SCHOOL CHEER SQUAD REQUESTING SPONSORSHIP FOR EQUIPMENT, DUE TO LACK OF FUNDING OPPORTUNITIES FROM COVID-19**

The City Manager presented the staff report.

In response to Councilmember Acosta's question, Councilmember Angel stated the sponsorship request is for providing an appreciation gift to the graduating seniors on the cheer squad.

A motion was made by Angel, seconded by Delgado and carried (5 - 0) to approve a \$500 sponsorship to the South El Monte High School Cheer Squad.

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

NAYS: None.

12. **COUNCILMEMBERS' AGENDA**

a. **MAYOR PRO TEM GRACIE RETAMOZA**

1. **Update on the Services Provided by Costar and HDL**

The Interim Finance Director provided an overview of the costs for services provided by HDL for business license tax, sales tax and transaction tax analysis, property tax analysis, and business license software.

The Public Works Director provided an overview of the cost for the economic development tool provided by Costar.

b. **COUNCILMEMBER MANUEL ACOSTA**

1. **Consideration of Sponsoring The El Monte Promise Foundation in collaboration with El Monte Union High School District to raise \$10,000 for graduation banners and signs recognizing the Class of 2020. Deadline is June 10, 2020.**

Mayor Olmos announced a \$2,000 donation was secured on behalf of the City for the cost of the Class of 2020 banners and signs.

c. **MAYOR GLORIA OLMOS**

1. **Discussion of waiving the traffic control fees of the \$1,600 for the cost of the Shively Middle School, Valle Lindo School District, 8th Grade Promotion Parade scheduled for Friday, June 12, 2020.**

A motion was made by Delgado, seconded by Angel and carried (5 - 0) to waive the traffic control fees of \$1,600 for the cost of the Shively Middle School, Valle Lindo School District, 8th Grade Promotion Parade scheduled for Friday, June 12, 2020.

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

NAYS: None.

2. **Set No Tolerance Policy & Procedures for any type of racial discrimination by law enforcement personnel assigned to South El Monte.**

Mayor Olmos gave her condolences to George's Floyd's family and spoke in favor of setting policies and procedures regarding racial discrimination and use of force for law enforcement personnel assigned to the City.

Captain Flores, Los Angeles County Sheriff's Department, spoke of presented an overview of the Sheriff's Department's policies and procedures to ensure accountability and avoid misconduct by deputies, the in-depth application and training process for new deputies, April 2019 through March 2020 Use of Force statistics, investigation of violations by Internal Affairs, invited the youth to join the Explorer's Program and the public to volunteer at community events and get to know the deputies, and stated the policies and procedures are made available to the public on their website.

Mayor Olmos requested staff place the Sheriff's Department manuals, policies and procedures on the City's website.

3. **Advise South El Monte businesses of the opportunity to partner with Greater El Monte Hospital to accommodate large groups for COVID-19 testing.**

Mayor Olmos stated Greater El Monte Hospital is receiving business groups of 20-25 people for COVID-19 testing, requiring advanced notice of two hours and the test results will be ready in 48 hours, which is beneficial because businesses will not have to lose an extensive amount of time to have their employees tested.

13. **CLOSED SESSION**

a. **CONFERENCE WITH LABOR NEGOTIATOR GOVERNMENT CODE SECTION 54957.6 City Negotiator: City Manager Employee Organizations: South El Monte Employees Association and the South El Monte Executive Management Team Association**

The City Attorney announced the City Council would recess to closed session to discuss the item listed on the agenda.

The City Council recessed to closed session at 9:33 and reconvened to open session at 9:55 p.m.

The City Attorney announced the City Council discussed the item listed on the agenda and there was no reportable action taken.

14. **ADJOURNMENT**

There being no further business coming before this body, Mayor Olmos adjourned the meeting at 9:55 p.m. to June 22, 2020 at 5:30 p.m. in memory of George Floyd.

Rose Juarez, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

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

DATE: July 14, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: WARRANTS

SUMMARY: Authorizing payment of City expenditures for the period of June 24, 2020 through July 14, 2020 totaling \$1,222,678.82

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 20-74, authorizing payment of City expenditures.

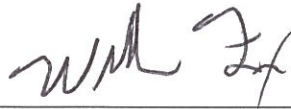
ATTACHMENTS:
[Resolution No. 20-74](#)

RESOLUTION NO. 20-74

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD OF JUNE 24, 2020 THROUGH JULY 14, 2020 TOTALING \$1,222,678.82

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.



Interim 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 amounts hereafter set forth.

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 19/20	Electronic Warrants	06/24/2020 – 07/14/2020	4026-4043	\$221,180.85
FY 19/20	Hand Typed Warrants	06/24/2020 – 07/14/2020	136120-136138	\$76,017.77
FY 19/20	Regular Warrants	06/24/2020 – 07/14/2020	136144-136209	\$728,827.26
FY 20/21	Electronic Warrants	06/24/2020 – 07/14/2020	4044-4046	\$9,237.20
FY 20/21	Hand Typed Warrants	06/24/2020 – 07/14/2020	136139 -136143	\$7,560.27
FY 20/21	Regular Warrants	06/24/2020 – 07/14/2020	136210 - 136223	\$35,601.72
Payroll	Manual Check	PPE 06/27/2020	27192	\$17,967.44
Payroll	Check	PPE 06/27/2020	27193-27200	\$6,872.78
Payroll	Direct Deposit	PPE 06/27/2020	756056-757153	\$119,413.53

TOTAL EXPENDITURES RESOLUTION NO. 20-74 \$1,222,678.82

PASSED, APPROVED, AND ADOPTED this 14th day of July 2020.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-74, 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 14th day of July 2020, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

City of South El Monte
Warrant Register
Council Meeting of 07/14/2020

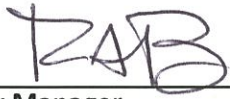
FY	BUDGET UNIT	NAME	CHECK NUMBER	CHECK DATE	DESCRIPTION	AMOUNT
20	011001050	CALPERS	4026	06/24/20	JUL'20 HEALTH ADMIN	159.40
20	011001050	CALPERS	4026	06/24/20	JUL'20 HEALTH RETIR	973.00
						1,132.40
20	011301320	HDL SOFTWARE,LLC	4030	06/24/20	STATE FEES	25.60
20	011301320	HDL SOFTWARE,LLC	4030	06/24/20	BANK FEES	323.63
20	011301320	HDL SOFTWARE,LLC	4030	06/24/20	HDL FEES	393.13
						742.36
20	011601610	HOME DEPOT CREDIT S	4031	06/24/20	PAINT FOR DANCE ROO	51.97
20	011701710	HOME DEPOT CREDIT S	4031	06/24/20	SUPPLIES CHALL #502	94.49
20	011601630	HOME DEPOT CREDIT S	4031	06/24/20	PAINT SUPPLIES MCTR	204.99
20	011601630	HOME DEPOT CREDIT S	4031	06/24/20	PAINT SUPPLIES MCTR	250.90
						602.35
20	011701710	SAM'S CLUB DIRECT	4032	06/24/20	CITY COUNCIL REFRES	256.70
20	011501530	SAM'S CLUB DIRECT	4032	06/24/20	COOLER MEALS #502	461.60
20	011501530	SAM'S CLUB DIRECT	4032	06/24/20	COOLER MEALS #502	615.47
						1,333.77
20	011701760	SOUTHERN CALIFORNIA EDISON	4033	06/24/20	4/15-5/15 2001 MERC	58.45
20	011701760	SOUTHERN CALIFORNIA EDISON	4033	06/24/20	4/15-5/15 1100 SANT	63.81
20	011701760	SOUTHERN CALIFORNIA EDISON	4033	06/24/20	4/15-5/15 1 DURF/TH	74.14
20	011701760	SOUTHERN CALIFORNIA EDISON	4033	06/24/20	4/15-5/15 10303 RUS	75.68
20	011701760	SOUTHERN CALIFORNIA EDISON	4033	06/24/20	4/15-5/15 1 GARV/RS	77.99
20	011701760	SOUTHERN CALIFORNIA EDISON	4033	06/24/20	4/15-5/15 1955 ROSE	81.22
20	011701760	SOUTHERN CALIFORNIA EDISON	4033	06/24/20	4/15-5/15 1 DURF/PE	87.82
20	011701760	SOUTHERN CALIFORNIA EDISON	4033	06/24/20	4/15-5/15 1 RUSH/TY	91.08
20	011701760	SOUTHERN CALIFORNIA EDISON	4033	06/24/20	4/15-5/15 1 DURF/PE	110.77
20	011701760	SOUTHERN CALIFORNIA EDISON	4033	06/24/20	4/15-5/15 1 RUSH/DU	127.84
20	011701760	SOUTHERN CALIFORNIA EDISON	4033	06/24/20	4/9-5/11 10861 THIE	183.18
20	011701760	SOUTHERN CALIFORNIA EDISON	4033	06/24/20	4/15-5/15 1 CHICO/G	32.76
20	011701760	SOUTHERN CALIFORNIA EDISON	4033	06/24/20	4/15-5/15 9755 RUSH	36.45
20	011701760	SOUTHERN CALIFORNIA EDISON	4033	06/24/20	4/15-5/15 1 POTR/GA	39.38
20	011701760	SOUTHERN CALIFORNIA EDISON	4033	06/24/20	4/15-5/15 KLING/TYL	39.38
20	011701760	SOUTHERN CALIFORNIA EDISON	4033	06/24/20	4/15-5/15 1 SLACK/S	41.22
20	011701760	SOUTHERN CALIFORNIA EDISON	4033	06/24/20	4/15-5/15 1348 SANT	43.38
20	011701760	SOUTHERN CALIFORNIA EDISON	4033	06/24/20	4/15-5/15 9601 RUSH	46.46
20	011701760	SOUTHERN CALIFORNIA EDISON	4033	06/24/20	4/15-5/15 9200 GARV	46.61
20	011701760	SOUTHERN CALIFORNIA EDISON	4033	06/24/20	4/15-5/15 1 PECK/RU	46.61
20	011701760	SOUTHERN CALIFORNIA EDISON	4033	06/24/20	4/15-5/15 2400 SANT	48.46
20	011701760	SOUTHERN CALIFORNIA EDISON	4033	06/24/20	4/15-5/15 1 DUR/SLA	50.75

						1,503.44
20	011701750	US BANK VOYAGER FLEET	4035	06/24/20	4/25-5/24 TX EX TRA	(46.77)
20	011701740	US BANK VOYAGER FLEET	4035	06/24/20	4/25-5/24 TX EX BD/	(22.39)
20	011407020	US BANK VOYAGER FLEET	4035	06/24/20	4/25-5/24 TX EXP CO	(7.01)
20	011401100	US BANK VOYAGER FLEET	4035	06/24/20	4/25-5/24 TX EX PSF	(1.62)
20	011401100	US BANK VOYAGER FLEET	4035	06/24/20	4/25-5/25 FUEL P-SF	25.60
20	011407020	US BANK VOYAGER FLEET	4035	06/24/20	4/25-5/24 FUEL CODE	115.18
20	011701740	US BANK VOYAGER FLEET	4035	06/24/20	4/25-5/24 FUEL BD/M	356.53
20	011701750	US BANK VOYAGER FLEET	4035	06/24/20	4/25-5/24 FUEL LAND	715.25
						1,134.77
20	011401440	AT&T MOBILITY	4036	07/02/20	5/19-6/18 BUILD DEP	53.17
20	011101110	AT&T MOBILITY	4036	07/02/20	5/19-6/18 SHERIFF	55.09
20	011001020	AT&T MOBILITY	4036	07/02/20	5/19-6/18 CM/DEP CM	74.96
20	011001020	AT&T MOBILITY	4036	07/02/20	5/19-6/18 HUMAN RES	79.12
20	011201210	AT&T MOBILITY	4036	07/02/20	5/19/-6/18 CITY CLE	150.25
20	011701750	AT&T MOBILITY	4036	07/02/20	5/19-6/18 PUBLIC WO	155.04
20	011401430	AT&T MOBILITY	4036	07/02/20	5/19-6/18 CODE ENFO	258.14
20	011701740	AT&T MOBILITY	4036	07/02/20	5/19-6/18 DIR PW	348.41
20	011001010	AT&T MOBILITY	4036	07/02/20	5/19-6/18 COUNCILME	660.92
20	011301310	AT&T MOBILITY	4036	07/02/20	5/19-6/18 FINANCE	26.08
20	011701710	AT&T MOBILITY	4036	07/02/20	5/19-6/18 SEMS NEWS	36.09
						1,897.27
20	011701730	SOUTHERN CALIFORNIA EDISON	4039	07/02/20	5/29 11001 FAW/OBF	5.35
20	011701760	SOUTHERN CALIFORNIA EDISON	4039	07/02/20	5/6-6/5 11530 THIEN	12.50
20	011701760	SOUTHERN CALIFORNIA EDISON	4039	07/02/20	5/1-6/1 PECK/DURFEE	22.00
20	011701730	SOUTHERN CALIFORNIA EDISON	4039	07/02/20	5/29 PECK/DURF/OBF	23.03
20	011701730	SOUTHERN CALIFORNIA EDISON	4039	07/02/20	5/29 SLACK/SANTA/OB	26.35
20	011601640	SOUTHERN CALIFORNIA EDISON	4039	07/02/20	5/8-6/9 1500 CENTRA	27.51
20	011701720	SOUTHERN CALIFORNIA EDISON	4039	07/02/20	4/1-5/1 2028 CENTRA	30.00
20	011701760	SOUTHERN CALIFORNIA EDISON	4039	07/02/20	4/10-5/12 11001 FAW	36.85
20	011701760	SOUTHERN CALIFORNIA EDISON	4039	07/02/20	5/1-6/1 SLACK/SANTA	45.93
20	011701720	SOUTHERN CALIFORNIA EDISON	4039	07/02/20	4/23-5/26 2028 CENT	61.07
20	011701760	SOUTHERN CALIFORNIA EDISON	4039	07/02/20	5/1-6/1 2551 HAVENP	81.26
20	011701760	SOUTHERN CALIFORNIA EDISON	4039	07/02/20	5/1-6/1 SCHMIDT/SAN	81.78
20	011701760	SOUTHERN CALIFORNIA EDISON	4039	07/02/20	5/11-6/10 10861 THI	91.71
20	011701760	SOUTHERN CALIFORNIA EDISON	4039	07/02/20	4/23-5/26 10498 FER	102.57
20	011701720	SOUTHERN CALIFORNIA EDISON	4039	07/02/20	4/1-5/1 2028 CENTRA	179.76
20	011701720	SOUTHERN CALIFORNIA EDISON	4039	07/02/20	5/1-6/1 2028 CENTRA	179.76
20	011701730	SOUTHERN CALIFORNIA EDISON	4039	07/02/20	5/29 SAFETY LIGHT/O	394.74
20	011701760	SOUTHERN CALIFORNIA EDISON	4039	07/02/20	5/1-6/1 SANTA/FAWCE	569.74
20	011701760	SOUTHERN CALIFORNIA EDISON	4039	07/02/20	5/1-6/1 SAEFTY LIGH	884.56
						2,856.47
20	011001010	ELAN FINANCIAL SERVICE	4043	07/07/20	DUNK DONUTS/SEN RUB	55.16
20	011201220	ELAN FINANCIAL SERVICE	4043	07/07/20	ELECTI CANDIDATE DO	223.50
20	011001020	ELAN FINANCIAL SERVICE	4043	07/07/20	ZOOM CONFERENCE	239.90
20	011001020	ELAN FINANCIAL SERVICE	4043	07/07/20	AIRPOD PROS CITY MG	273.90

20	011407020	ELAN FINANCIAL SERVICE	4043	07/07/20	CELL PHONE MARTINEZ	374.99
20	011001020	ELAN FINANCIAL SERVICE	4043	07/07/20	IPHONE FOR D.LOPEZ	759.99
20	011001010	ELAN FINANCIAL SERVICE	4043	07/07/20	5 AIRPOD PRO COUNCI	1,369.50
20	011511543	ELAN FINANCIAL SERVICE	4043	07/07/20	CENUS FACEMASK GIVE	1,925.51
20	011701020	ELAN FINANCIAL SERVICE	4043	07/07/20	PW STAFF CELL PHONE	4,364.90
20	01100101050	ELAN FINANCIAL SERVICE	4043	07/07/20	CONTRACT CITIES RFD	(625.00)
20	011001020	ELAN FINANCIAL SERVICE	4043	07/07/20	CONTRACT CITIES RFD	(625.00)
20	01100101050	ELAN FINANCIAL SERVICE	4043	07/07/20	CONTRACT CITIES RFD	(625.00)
20	01100101050	ELAN FINANCIAL SERVICE	4043	07/07/20	CONTRACT CITIES RFD	(625.00)
20	01100101051	ELAN FINANCIAL SERVICE	4043	07/07/20	CONTRACT CITIES RFD	(625.00)
20	011201220	ELAN FINANCIAL SERVICE	4043	07/07/20	ELECT DOC RETURN	(20.00)
20	01100101050	ELAN FINANCIAL SERVICE	4043	07/07/20	APPLE STORAGE	0.99
20	011001040	ELAN FINANCIAL SERVICE	4043	07/07/20	ADOBE FOR NEWLETTER	9.99
20	011701710	ELAN FINANCIAL SERVICE	4043	07/07/20	SGV NEWS SUBSCRIPTI	10.00
20	011701710	ELAN FINANCIAL SERVICE	4043	07/07/20	LA TIMES SUBSCRIPTI	15.96
20	011501530	ELAN FINANCIAL SERVICE	4043	07/07/20	PIZZA STAFF TRAININ	19.78
20	011001050	ELAN FINANCIAL SERVICE	4043	07/07/20	5/14 PANELIST/STARB	30.00
20	011001010	ELAN FINANCIAL SERVICE	4043	07/07/20	JUANPOLLO COUNCIL 6	45.00
20	011001010	ELAN FINANCIAL SERVICE	4043	07/07/20	PIZZA GRAD EVENT	53.02
						6,627.09
20	05	CALPERS	4026	06/24/20	JUL'20 HEALTH	52,674.46
						52,674.46
20	05	CALPERS RETIREMENT	4027	06/24/20	JUN'20 COUNCIL 2721	110.61
20	05	CALPERS RETIREMENT	4027	06/24/20	PPE 6/2020-2 23047	1,567.70
20	05	CALPERS RETIREMENT	4027	06/24/20	PPE 6/2020-2 27216	7,228.12
20	05	CALPERS RETIREMENT	4027	06/24/20	PPE 6/2020-2 685	10,420.26
						19,326.69
20	05	DEPARTMENT OF THE TREASURY	4028	06/24/20	MED PPE 06/13/20	5,309.18
20	05	DEPARTMENT OF THE TREASURY	4028	06/24/20	FEDERAL PPE 06/13/2	16,825.56
20	05	DEPARTMENT OF THE TREASURY	4028	06/24/20	FICA PPE 06/13/20	22,701.52
						44,836.26
20	05	EMPLOYMENT DEVELOPMENT DEPT.	4029	06/24/20	STATE WTHD'G 06/13	5,723.96
20	05	EMPLOYMENT DEVELOPMENT DEPT.	4029	06/24/20	STATE TAX WTHD'G	6,970.24
20	05	EMPLOYMENT DEVELOPMENT DEPT.	4029	06/24/20	TNG WTHD'G 06/13/20	16.97
20	05	EMPLOYMENT DEVELOPMENT DEPT.	4029	06/24/20	UITAX WTHD'G 06/13	716.64
						13,427.81
20	05	STATE DISBURSEMENT	4034	06/24/20	JUN'20-2 2135289	150.00
20	05	STATE DISBURSEMENT	4034	06/24/20	JUN'20-2 2163990	340.61
20	05	STATE DISBURSEMENT	4034	06/24/20	JUN'20-2 1457313	603.50
20	05	STATE DISBURSEMENT	4034	06/24/20	JUN'20-2 2193990	646.15
						1,740.26
20	05	DEPARTMENT OF THE TREASURY	4037	07/02/20	MED 6/13 J VASQUEZ	1,011.38
20	05	DEPARTMENT OF THE TREASURY	4037	07/02/20	FICA 6/13 J VASQUEZ	4,324.50
20	05	DEPARTMENT OF THE TREASURY	4037	07/02/20	FEDERAL 6/13 VASQUE	10,655.89
						15,991.77
20	05	EMPLOYMENT DEVELOPMENT DEPT.	4038	07/02/20	STATE WTHD'G VASQUE	3,583.83

						3,583.83
20	05	AFLAC WORLDWIDE HEATH	4040	07/02/20	JUN'20 PPE 6/13/20	800.86
20	05	AFLAC WORLDWIDE HEATH	4040	07/02/20	JUN'20 PPE 6/27/20	800.86
						1,601.72
20	05	DEPARTMENT OF THE TREASURY	4041	07/02/20	MED PPE 6/27/20	5,029.84
20	05	DEPARTMENT OF THE TREASURY	4041	07/02/20	FEDERAL PPE 6/27/20	16,791.70
20	05	DEPARTMENT OF THE TREASURY	4041	07/02/20	FICA PPE 6/27/20	21,506.54
						43,328.08
20	05	EMPLOYMENT DEVELOPMENT DEPT.	4042	07/02/20	TNG WITHD'G 6/27/20	23.11
20	05	EMPLOYMENT DEVELOPMENT DEPT.	4042	07/02/20	UITAX WITHD'G 6/27	917.07
20	05	EMPLOYMENT DEVELOPMENT DEPT.	4042	07/02/20	STATE WITHD'G 6/27	5,766.16
						6,706.34
20	063003020	ELAN FINANCIAL SERVICE	4043	07/07/20	MEALS FOR C2 PROGRA	133.71
						133.71

Report Total 221,180.85


 City Manager

City of South El Monte
Warrant Register
Council Meeting of 07/14/2020

FY	BUDGET UNIT	NAME	CHECK NUMBER	CHECK DATE	DESCRIPTION	AMOUNT
20	01	POSTMASTER	136121	06/18/20	FY 20/21 JULY POSTA	1,500.00
						1,500.00
20	011701730	SAN GABRIEL VALLEY	136122	06/18/20	5/12-6/11 11016 GOM	22.87
20	011701730	SAN GABRIEL VALLEY	136122	06/18/20	5/12-6/11 THIENE/PK	22.87
20	011701730	SAN GABRIEL VALLEY	136122	06/18/20	5/12-6/11 FARDON/PE	57.20
20	011701730	SAN GABRIEL VALLEY	136122	06/18/20	5/12-6/11 1660 DURF	114.38
20	011701730	SAN GABRIEL VALLEY	136122	06/18/20	5/12-6/11 1675 DURF	142.19
20	011701730	SAN GABRIEL VALLEY	136122	06/18/20	5/12-6/11 1109 PECK	183.04
20	011701730	SAN GABRIEL VALLEY	136122	06/18/20	5/12-6/11 1508 PECK	202.91
20	011701730	SAN GABRIEL VALLEY	136122	06/18/20	5/12-6/11 1710 DURF	202.91
20	011701730	SAN GABRIEL VALLEY	136122	06/18/20	5/12-6/11 1222 PECK	234.69
20	011701730	SAN GABRIEL VALLEY	136122	06/18/20	5/12-6/11 1628 DURF	234.69
20	011701730	SAN GABRIEL VALLEY	136122	06/18/20	5/12-6/11 1502 PECK	270.45
						1,688.20
20	011001040	SOUTH EL MONTE HIGH	136123	06/18/20	SEM CHEER SPON 19/2	500.00
						500.00
20	011501520	AREA D	136125	06/23/20	ANN. 19/20 MEMBERSH	1,043.10
						1,043.10
20	011001040	CANDY'S FLORIST	136126	06/23/20	MEMORIAL DAY WREATH	110.00
						110.00
20	011301330	DELL MARKETING L.P.	136129	07/02/20	73-DELL 24IN MONITO	12,951.22
						12,951.22
20	01	SILVIA GALLARDO	136130	07/02/20	TBALL REFUND DAISY	40.00
						40.00
20	011701710	SAN GABRIEL VALLEY	136134	07/02/20	5/14-6/15 1415 SANT	278.39
20	011601640	SAN GABRIEL VALLEY	136134	07/02/20	5/14-6/15 1500 CENT	1,116.65
20	011701730	SAN GABRIEL VALLEY	136134	07/02/20	5/15-6/16 2004 ROSE	22.87
20	011701730	SAN GABRIEL VALLEY	136134	07/02/20	5/14-6/15 N/W MER/S	66.09
20	011701730	SAN GABRIEL VALLEY	136134	07/02/20	5/14-6/15 2000 SANT	81.03
20	011701730	SAN GABRIEL VALLEY	136134	07/02/20	5/14-6/15 10452 RUS	85.00
20	011701730	SAN GABRIEL VALLEY	136134	07/02/20	5/14-6/15 1707 MERC	90.41
20	011701730	SAN GABRIEL VALLEY	136134	07/02/20	5/14-6/15 2022 CENT	96.92
20	011701730	SAN GABRIEL VALLEY	136134	07/02/20	5/15-6/16 2218 ROSE	114.38
20	011701730	SAN GABRIEL VALLEY	136134	07/02/20	5/11-6/10 1903 DURF	114.38
20	011701730	SAN GABRIEL VALLEY	136134	07/02/20	5/18-6/17 2620 ROSE	114.38
20	011701730	SAN GABRIEL VALLEY	136134	07/02/20	5/18-6/17 2464 ROSE	114.38
20	011701720	SAN GABRIEL VALLEY	136134	07/02/20	5/14-6/15 1900 CENT	116.79
20	011701730	SAN GABRIEL VALLEY	136134	07/02/20	5/14-6/15 1819 MERC	128.71

20	011701730	SAN GABRIEL VALLEY	136134	07/02/20	5/14-6/15 N/E MER/S	134.24
20	011701730	SAN GABRIEL VALLEY	136134	07/02/20	5/18-6/15 1652 TYLE	150.13
20	011701730	SAN GABRIEL VALLEY	136134	07/02/20	5/11-6/10 2018 DURF	183.04
20	011601630	SAN GABRIEL VALLEY	136134	07/02/20	5/14-6/15 1824 CENT	187.02
20	011601670	SAN GABRIEL VALLEY	136134	07/02/20	5/14-6/15 1819 CENT	187.02
20	011601660	SAN GABRIEL VALLEY	136134	07/02/20	5/14-6/15 LERMA/MIL	187.02
20	011601620	SAN GABRIEL VALLEY	136134	07/02/20	5/14-6/15 1556 CENT	218.80
20	011601610	SAN GABRIEL VALLEY	136134	07/02/20	5/14-6/15 1530 CENT	230.72
20	011701730	SAN GABRIEL VALLEY	136134	07/02/20	5/11-6/10 1926 DURF	254.55
						4,272.92
20	011601640	THE GAS COMPANY	136135	07/02/20	5/14-6/15 1500 CENT	30.44
20	011701720	THE GAS COMPANY	136135	07/02/20	5/14-6/15 1900 CENT	31.58
20	011601650	THE GAS COMPANY	136135	07/02/20	5/14-6/15 1450 LIDC	51.90
20	011601630	THE GAS COMPANY	136135	07/02/20	5/14-6/15 1824 CENT	55.28
20	011601610	THE GAS COMPANY	136135	07/02/20	5/14-6/15 1530 CENT	97.04
20	011601620	THE GAS COMPANY	136135	07/02/20	5/14-6/15 1556 CENT	171.52
						437.76
20	011701105	TRANSTECH ENGINEERI	136136	07/02/20	COVID EMRGY MEAS#50	540.00
						540.00
20	011001040	AMAZON CAPITAL SERV	136137	07/06/20	GRADUATION BANNER	28.37
20	011001040	AMAZON CAPITAL SERV	136137	07/06/20	GRADUATION TINSEL	36.63
20	011001040	AMAZON CAPITAL SERV	136137	07/06/20	GRADUATION BALLONS	51.07
						116.07
20	011501530	CLASS A DRIVING SCH	136138	07/06/20	CLASS B-P/CORONA, Y	1,750.00
						1,750.00
20	011501530	ADMINISTRATIVE SERV	136144	07/14/20	MAY'20 TAXI SVCS #5	997.38
						997.38
20	011001030	ALESHIRE & WYNDER,	136146	07/14/20	MAY'20 SUCCESSOR AG	530.00
20	011001030	ALESHIRE & WYNDER,	136146	07/14/20	MAY20 SPECIAL PROJE	1,539.00
20	011001030	ALESHIRE & WYNDER,	136146	07/14/20	MAY'20 LITGATION SV	2,279.00
20	011001030	ALESHIRE & WYNDER,	136146	07/14/20	MAY'20 PW/ENG SVCS	2,472.50
20	011001030	ALESHIRE & WYNDER,	136146	07/14/20	MAY'20 CODE ENFORCE	3,089.50
20	011001030	ALESHIRE & WYNDER,	136146	07/14/20	MAY'20 GENERAL SVCS	11,039.00
20	011001030	ALESHIRE & WYNDER,	136146	07/14/20	MAY'20 PERSONNEL SV	13,523.50
20	011001030	ALESHIRE & WYNDER,	136146	07/14/20	MAY'20 PLANNING SVC	16,997.50
						51,470.00
20	011701720	AMAZON CAPITAL SERV	136147	07/14/20	OFFICE SUPPLIES YAR	47.33
20	011301310	AMAZON CAPITAL SERV	136147	07/14/20	OFFICE FOLDERS	55.72
20	011701740	AMAZON CAPITAL SERV	136147	07/14/20	JANITORIAL SUPP. YA	86.36
20	011501540	AMAZON CAPITAL SERV	136147	07/14/20	FACE MASKS SUMMER C	98.65
20	011501540	AMAZON CAPITAL SERV	136147	07/14/20	PASTEL CHALK ART CO	106.70
20	011701710	AMAZON CAPITAL SERV	136147	07/14/20	RESTROOM SIGNS #502	118.38
20	011501530	AMAZON CAPITAL SERV	136147	07/14/20	OFFICE CHAIR WENDY	120.98
20	011501530	AMAZON CAPITAL SERV	136147	07/14/20	PHOTO FRAMES	121.12
20	011701710	AMAZON CAPITAL SERV	136147	07/14/20	BATTERYBACKUP/COMPU	142.98
20	011701720	AMAZON CAPITAL SERV	136147	07/14/20	COFFEE POT - YARD	192.88

20	011701760	AMAZON CAPITAL SERV	136147	07/14/20	POLE BRACKETS FLAGS	258.24
20	011701720	AMAZON CAPITAL SERV	136147	07/14/20	FACEMASKS #502	263.88
20	011501540	AMAZON CAPITAL SERV	136147	07/14/20	CREDIT 1YGYNXFGCMH7	(71.45)
20	011701710	AMAZON CAPITAL SERV	136147	07/14/20	BATTERIES	15.56
20	011501530	AMAZON CAPITAL SERV	136147	07/14/20	RIBBON VOLUNTEER GI	23.07
20	011501530	AMAZON CAPITAL SERV	136147	07/14/20	ENVELOPES NUTI PRGM	28.80
20	011501530	AMAZON CAPITAL SERV	136147	07/14/20	SUPP VOLUNTEER GIFT	291.43
20	011701720	AMAZON CAPITAL SERV	136147	07/14/20	FACEMASKS #502	333.09
20	011701720	AMAZON CAPITAL SERV	136147	07/14/20	PHONE CASES/SCREENS	880.00
20	011501540	AMAZON CAPITAL SERV	136147	07/14/20	SUMMER CAMP SUPP 50	1,653.85
						4,767.57
20	011701720	AQUA PURE DRINKING	136148	07/14/20	WATER SVCS YARD	37.48
						37.48
20	011301330	AT&T	136149	07/14/20	5/15-6/14 BAN 10347	0.01
20	011301330	AT&T	136149	07/14/20	5/15-6/14 BAN 10347	0.03
20	011301330	AT&T	136149	07/14/20	5/28-6/27 BAN 03447	21.10
						21.14
20	011401410	RUDY BOJORQUEZ	136150	07/14/20	JUN'20 PLANNING MTG	150.00
						150.00
20	011001040	BROTHERS AWARDS & T	136151	07/14/20	RETIRE/LABRUCHERIE	19.80
20	011001040	BROTHERS AWARDS & T	136151	07/14/20	ROSE TILE/RETIREMEN	19.80
20	011001040	BROTHERS AWARDS & T	136151	07/14/20	CARMEN GARCIA PLAQU	29.70
20	011001040	BROTHERS AWARDS & T	136151	07/14/20	VFW RETIRE/FELIX,MI	55.00
						124.30
20	011601620	BUTLER CHEMICALS, I	136152	07/14/20	DISHWASHER SOAP	39.60
						39.60
20	011701770	C&M REMANUFACTURED	136153	07/14/20	REP ALTERNATOR UNT#	88.00
						88.00
20	011701020	CALIFORNIA COMMUNIC	136154	07/14/20	5/1-6/1 BRIDGE LEAS	680.00
						680.00
20	011601630	CAPITOL DOOR SERVIC	136155	07/14/20	DOORS ON BUNGALOWS	15,937.97
						15,937.97
20	011701710	CINTAS CORP. #693	136156	07/14/20	JUN20 MAT CLEAN CHA	94.50
20	011701710	CINTAS CORP. #693	136156	07/14/20	JUN'20 CHALLMAT CLE	24.43
20	011601620	CINTAS CORP. #693	136156	07/14/20	JUN'20 SCTR MAT CLE	40.61
20	011601610	CINTAS CORP. #693	136156	07/14/20	JUN20 MAT CLEANG CC	41.91
20	011601620	CINTAS CORP. #693	136156	07/14/20	JUN20 MAT CLEANG SC	53.10
						254.55
20	011601640	THE ILLINI COMPANIE	136157	07/14/20	6/15 DEL CHEM. POOL	325.76
						325.76
20	011001050	CONCENTRA	136158	07/14/20	M.HERRERA UDS RANDO	93.00
20	011001050	CONCENTRA	136158	07/14/20	D.SCHWARTZ PHYSICAL	206.00
						299.00
20	01	ELISHA CONTRERAS	136159	07/14/20	6/13 MVD DEPOSIT	100.00

						100.00
20	011401430	COSTAR REALTY INFOR	136160	07/14/20	6/1-8/31 PROP SEARC	888.75
						888.75
20	01	JULIE DELEON	136161	07/14/20	MVD MTNC DEPOSIT	100.00
20	01	JULIE DELEON	136161	07/14/20	MVD RSV. RETURN	400.00
						500.00
20	011001050	DEPT. OF JUSTICE-AC	136162	07/14/20	FINGER PRINT APPS	32.00
						32.00
20	011501540	DISCOUNT SCHOOL SUP	136163	07/14/20	SUMMER CAMP SUPPLIE	1,579.50
						1,579.50
20	011701760	EL MONTE ORNAMENTAL	136165	07/14/20	HINGES GATE CENTR/R	9.63
						9.63
20	011701750	EWING IRRIGATION	136166	07/14/20	IRR SUP/DUR BIKE LA	167.54
20	011701720	EWING IRRIGATION	136166	07/14/20	IRRIGATION STOCK PA	408.23
						575.77
20	01	MARIA GARCIA	136167	07/14/20	8/15 AMP. DAMAGE RT	900.00
						900.00
20	011701750	GARVEY EQUIPMENT CO	136168	07/14/20	PARTS 2 TRIMMER HEA	56.15
20	011701750	GARVEY EQUIPMENT CO	136168	07/14/20	PARTS HEDGE TRIMMER	99.86
20	011701750	GARVEY EQUIPMENT CO	136168	07/14/20	PARTS TRIMMER HEAD	146.01
20	011701750	GARVEY EQUIPMENT CO	136168	07/14/20	2- 5 GAL CYCLE OIL	315.27
						617.29
20	011701020	FABIAN GOMEZ	136169	07/14/20	FY19/20 BOOT ALLOWA	100.00
						100.00
20	011001050	OSCAR G. GOMEZ	136170	07/14/20	LIVE SCAN REINBURSE	20.00
						20.00
20	01	ALVARO GONZALEZ	136171	07/14/20	AMPHITHEATER DEP 7/	900.00
						900.00
20	011601630	GRANT'S TRUE VALUE	136172	07/14/20	SUP FOR SIGNAGE #50	38.47
20	011601630	GRANT'S TRUE VALUE	136172	07/14/20	KEYS FOR BUNGALOW	41.56
20	011601630	GRANT'S TRUE VALUE	136172	07/14/20	WINDOW SCREENS MCTR	163.68
						243.71
20	011701710	INDUSTRIAL PIPE & S	136174	07/14/20	SUP CLEAN VET WALL	14.39
						14.39
20	011401475	JOHN L. HUNTER AND	136175	07/14/20	APR'20 NPDES	1,093.25
20	011701475	JOHN L. HUNTER AND	136175	07/14/20	APR20 INDUS WASTE S	315.00
						1,408.25
20	011101110	L.A. COUNTY SHERIFF	136178	07/14/20	MAY'20 LAW ENFORCE	775.00
20	011101110	L.A. COUNTY SHERIFF	136178	07/14/20	MAY'20 LAW ENFORCE	15,658.67
20	011101110	L.A. COUNTY SHERIFF	136178	07/14/20	MAY'20 LAW ENFORCE	48,297.12
20	011101110	L.A. COUNTY SHERIFF	136178	07/14/20	MAY'20 LAW ENFORCE	423,406.02
						488,136.81
20	011401410	LEONEL A. BARRERA J	136179	07/14/20	JUN'20 PLANNING MTG	150.00
						150.00
20	011401430	LOS ANGELES COUNTY	136180	07/14/20	2 UPDATED MAPS	10.00

						10.00
20	011401440	MAIQUES INSPECTION	136181	07/14/20	6/1-7/2 INSPECT/MIL	8,538.04
						8,538.04
20	011001050	RICHARD MAJOR	136182	07/14/20	LIVE SCAN REINBURSE	20.00
						20.00
20	011001010	NALEO, INC.	136183	07/14/20	APR20 ANNUAL MEMBER	100.00
						100.00
20	011601620	NEW SIGN SOLUTION,	136185	07/14/20	PLEXIGLASS SCTR 502	470.80
20	011511543	NEW SIGN SOLUTION,	136185	07/14/20	CENSUS BANNER AD	596.20
20	011511543	NEW SIGN SOLUTION,	136185	07/14/20	SPECIAL EVENT BANNE	660.00
20	011401100	NEW SIGN SOLUTION,	136185	07/14/20	PLEXIGLASS P-SFTY 5	1,640.10
20	011601610	NEW SIGN SOLUTION,	136185	07/14/20	PLEXIGLASS CCTR #50	1,761.10
20	011701710	NEW SIGN SOLUTION,	136185	07/14/20	PLEXIGLASS CHALL #5	1,927.20
20	011601620	NEW SIGN SOLUTION,	136185	07/14/20	PLEXIGLASS SCTR #50	2,387.00
20	011701710	NEW SIGN SOLUTION,	136185	07/14/20	PLEXIGLASS CHALL #5	4,205.30
20	011601610	NEW SIGN SOLUTION,	136185	07/14/20	PLEXIGLASS CCTR #50	286.00
20	011511543	NEW SIGN SOLUTION,	136185	07/14/20	CENSUS BANNER AD	316.80
20	011401100	NEW SIGN SOLUTION,	136185	07/14/20	PLEXIGLASS P-SFTY 5	324.50
						14,575.00
20	011201210	OFFICE DEPOT	136186	07/14/20	OFFICE SUPPLIES RET	(59.96)
20	011301310	OFFICE DEPOT	136186	07/14/20	OFFICE SUPPLIES	11.76
20	011001020	OFFICE DEPOT	136186	07/14/20	OFFICE SUPPLIES ADM	32.99
20	011301310	OFFICE DEPOT	136186	07/14/20	OFFICE SUPPLIES	49.50
20	011201210	OFFICE DEPOT	136186	07/14/20	OFFICE SUPPLIES	56.96
20	011201210	OFFICE DEPOT	136186	07/14/20	OFFICE SUPPLIES	59.96
20	011001020	OFFICE DEPOT	136186	07/14/20	OFFICE SUPP-ADMIN/C	73.60
20	011001020	OFFICE DEPOT	136186	07/14/20	OFFICE SUP. ADMIN/C	130.69
20	011201210	OFFICE DEPOT	136186	07/14/20	OFFICE SUPPLIES	232.88
20	011501540	OFFICE DEPOT	136186	07/14/20	DEPT. SUPPLIES CCTR	416.01
						1,004.39
20	011401410	JEFFREY MICHAEL ORT	136187	07/14/20	JUN'20 PLANNING MTG	150.00
						150.00
20	011001050	IRMA S. PENICHE	136188	07/14/20	FLOWERS FOR ROSE	15.09
20	011001050	IRMA S. PENICHE	136188	07/14/20	ROSE RETIREMENT GIF	71.42
						86.51
20	011407020	PHOENIX GROUP INFOR	136189	07/14/20	APR'20 ADMIN SVCS	150.00
20	011407020	PHOENIX GROUP INFOR	136189	07/14/20	MAY'20 ADMIN SERVIC	150.00
20	011401100	PHOENIX GROUP INFOR	136189	07/14/20	MAY'20 PSO CITIES	1,823.02
						2,123.02
20	011511542	PRO BOXING EQUIPMEN	136190	07/14/20	MINOR BOXING EQUIP	1,681.07
						1,681.07
20	011701770	RAY'S OK TIRES INC.	136191	07/14/20	LEFT FRONT TIRE TRA	30.50
						30.50
20	011601620	RED DOT UNIFORMS	136192	07/14/20	UNIFORMS SENIOR STA	122.45
						122.45

20	011401410	LARRY RODRIGUEZ	136193	07/14/20	JUN'20 PLANNING MTG	150.00
						150.00
20	011701020	JOSEPH SAUCEDO	136194	07/14/20	FY19/20 BOOT ALLOWA	150.00
						150.00
20	011701020	RAYMUNDO SAUCEDO	136195	07/14/20	FY19/20 BOOT ALLOWA	200.00
						200.00
20	011001050	DONNA SCHWARTZ	136196	07/14/20	LIVE SCAN REINBURSE	20.00
						20.00
20	011301310	SECTRA SECURITY IN	136197	07/14/20	JUN'20 ARMORED SVCS	138.92
						138.92
20	011401100	SPARKLETTS	136198	07/14/20	WATER P-SFTY	8.58
20	011407020	SPARKLETTS	136198	07/14/20	WATER CODE ENFORCE	8.59
						17.17
20	011001020	SPRINT	136199	07/14/20	5/12-6/11 CELL PHON	47.91
20	011001040	SPRINT	136199	07/14/20	5/12-6/11 CELL PHON	57.74
20	011501530	SPRINT	136199	07/14/20	5/12-6/11 CELL PHON	111.44
20	011501540	SPRINT	136199	07/14/20	5/12-6/11 CELL PHON	143.98
20	011401440	SPRINT	136199	07/14/20	5/12-6/11 CELL PHON	175.90
20	011401100	SPRINT	136199	07/14/20	5/12-6/11 CELL PHON	197.76
20	011701740	SPRINT	136199	07/14/20	5/12-6/11 CELL PHON	227.17
20	011101110	SPRINT	136199	07/14/20	5/12-6/11 CELL PHON	232.67
20	011701750	SPRINT	136199	07/14/20	5/12-6/11 CELL PHON	445.48
						1,640.05
20	011701760	ST. FRANCIS ELECTRI	136200	07/14/20	MAY'20 TRAFF SIG MT	771.00
20	011701760	ST. FRANCIS ELECTRI	136200	07/14/20	MAY'20 RESP TRAF SI	2,664.50
						3,435.50
20	011401100	SUPERIOR COURT OF C	136201	07/14/20	MAY'20 CITAITON/PRO	1,260.50
						1,260.50
20	011501530	SUPERIOR WAREHOUSE	136202	07/14/20	BASIC FOOD SENIOR#5	12.20
20	011501530	SUPERIOR WAREHOUSE	136202	07/14/20	BASIC FOOD SENIOR#5	22.83
	011501530	SUPERIOR WAREHOUSE	136202	07/14/20	BASIC FOOD SENIOR#5	26.18
						61.21
20	011701710	TIME WARNER CABLE	136203	07/14/20	6/16-7/15 CABLE CHA	276.85
						276.85
20	011001050	VINH-PHU VO	136204	07/14/20	LIVE SCAN REINBURSE	20.00
						20.00
20	011701760	WEST COAST ARBORIST	136205	07/14/20	PRUNE/STUMP REMOVAL	12,814.00
						12,814.00
20	011501530	WINNER INTERNATIONAL	136206	07/14/20	VOLUNTEER DECOR EVE	30.80
						30.80
20	011701750	WINZER	136207	07/14/20	GRAFFITI REMOVER	644.52
						644.52
20	011401410	RUBY YEPEZ	136208	07/14/20	JUN'20 PLANNING MTG	150.00
						150.00
20	01	CARMEN ZAMARRIPA	136209	07/14/20	MTNC DEP RETURN 6/2	900.00

						900.00
20	05	NATIONWIDE RETIREME	136120	06/18/20	JUN'20 PPE 6/13/20	11,815.50
						11,815.50
20	05	VONS CREDIT UNION	136124	06/18/20	JUN'20 PPE 6/4/20	49.50
20	05	VONS CREDIT UNION	136124	06/18/20	JUN'20 PPE 6/18/20	49.50
						99.00
20	063003020	DRIFTWOOD DAIRY, IN	136164	07/14/20	JUN20 MILK/BREAD PR	13.31
20	063003020	DRIFTWOOD DAIRY, IN	136164	07/14/20	JUN20 MILK/BREAD PR	20.35
20	063003020	DRIFTWOOD DAIRY, IN	136164	07/14/20	JUN20 MILK/BREAD PR	22.90
20	063003020	DRIFTWOOD DAIRY, IN	136164	07/14/20	JUN20 MILK/BREAD PR	31.99
20	063003010	DRIFTWOOD DAIRY, IN	136164	07/14/20	JUN20 MILK/BREAD PR	119.82
20	063003010	DRIFTWOOD DAIRY, IN	136164	07/14/20	JUN20 MILK/BREAD PR	189.00
20	063003010	DRIFTWOOD DAIRY, IN	136164	07/14/20	JUN20 MILK/BREAD PR	206.11
20	063003010	DRIFTWOOD DAIRY, IN	136164	07/14/20	JUN20 MILK/BREAD PR	287.92
						891.40
20	063003020	HUNTINGTON CULINARY	136173	07/14/20	JUN 16-18 FROZEN ME	442.50
20	063003020	HUNTINGTON CULINARY	136173	07/14/20	JUN 23-25 FROZEN ME	442.50
20	063003020	HUNTINGTON CULINARY	136173	07/14/20	JUN 9-11 FROZEN MEA	472.00
20	063003010	HUNTINGTON CULINARY	136173	07/14/20	JUN 23-25 FROZEN ME	7,907.50
20	063003010	HUNTINGTON CULINARY	136173	07/14/20	JUN 9-11 FROZEN MEA	8,214.00
20	063003010	HUNTINGTON CULINARY	136173	07/14/20	JUN 16-18 FROZEN ME	8,355.50
						25,834.00
20	255505510	JOHN L. HUNTER AND	136175	07/14/20	APR20 USED OIL RECY	285.00
20	275755710	JOHN L. HUNTER AND	136175	07/14/20	APR20 BEV CONT RECY	285.00
						570.00
20	376706710	SAN GABRIEL VALLEY	136133	07/02/20	SGV VMT ANALYSIS	12,229.00
						12,229.00
20	389009000	TRANSTECH ENGINEERI	136136	07/02/20	FEB20 SA/FERN SIG#2	2,847.50
20	389009000	TRANSTECH ENGINEERI	136136	07/02/20	MAR20 SA/FERN/SIG#2	4,007.50
20	389009000	TRANSTECH ENGINEERI	136136	07/02/20	DEC19 SA/FERN/SIG#2	5,500.00
20	389009000	TRANSTECH ENGINEERI	136136	07/02/20	JAN20 SA/FERN/SIG#2	6,570.00
						18,925.00
20	389009000	ALDRIDGE ELECTRIC,	136145	07/14/20	3/15-4/15 SA/FERN#2	7,344.41
						7,344.41
20	389009000	COUNTY L.A. DEPT OF	136176	07/14/20	TIMING SA/FERN #290	3,279.54
						3,279.54
20	397007070	NICKOLE LO	136127	06/23/20	RENTAL ASSIST SEDAN	1,000.00
						1,000.00
20	397007070	MOBILE MANAGEMENT S	136128	06/23/20	RENTAL ASSIST BARRO	1,000.00
						1,000.00
20	397007075	MATTRESS BRAND LIQU	136131	07/02/20	BUSINESS ASST PRGM	5,000.00
						5,000.00
20	397007070	MARIA MENDEZ	136132	07/02/20	RENTAL ASSTIST PRGM	1,000.00
						1,000.00
20	409009000	ALDRIDGE ELECTRIC,	136145	07/14/20	3/15-4/15 SA/FERN#2	66,099.68

						66,099.68
20	448008010	AMAZON CAPITAL SERV.	136147	07/14/20	WHEEKCHAIR SFTY BEL	44.64
						44.64
20	448008010	L.A. COUNTY MTA AUT	136177	07/14/20	MAY'20 TAP PASS SR.	20.00
						20.00
20	448008010	NAVIGATOR MOBILITY	136184	07/14/20	ADA COMP. TRAINING	2,250.00
						2,250.00
20	448008010	RED DOT UNIFORMS	136192	07/14/20	UNIFORM TRANSPON	270.08
						270.08
20	448008010	SPRINT	136199	07/14/20	5/12-6/11 CELL PHON	504.16
						504.16

Report Total 804,845.03



 City Manager

**City of South El Monte
Warrant Register
Council Meeting of 07/14/20**

FY	BUDGET UNIT	NAME	CHECK NUMBER	CHECK DATE	DESCRIPTION	AMOUNT
21	05	HARTFORD INSURANCE	4044	07/07/20	JUL'20 LONGTERM DIS	5739.71
						5739.71
21	05	STATE DISBURSEMENT	4045	07/07/20	JUL'20 6/27 0980438	150
21	05	STATE DISBURSEMENT	4045	07/07/20	JLU'20 6/27 2163990	331.38
21	05	STATE DISBURSEMENT	4045	07/07/20	JUL'20 6/27 1457313	603.5
21	05	STATE DISBURSEMENT	4045	07/07/20	JUL'20 6/27 2135289	646.15
						1731.03
21	05	WASHINGTON NATIONAL	4046	07/07/20	JUL'20 LIFE INS 7/1	883.23
21	05	WASHINGTON NATIONAL	4046	07/07/20	JUL'20 LIFE INS 7/2	883.23
						1766.46

Report Total 9,237.20



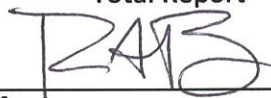
 City Manager

City of South El Monte
Warrant Register
Council Meeting of 07/14/2020

FY	BUDGET UNIT	NAME	CHECK NUMBER	CHECK DATE	DESCRIPTION	AMOUNT
21	011001010	CALIFORNIA CONTRACT	136210	07/14/20	7/1-6/30/21 ANN DUE	3,400.00
						3,400.00
21	011201210	CITY CLERKS ASSOC.	136211	07/14/20	7/21 ANN MEMBERSHIP	130.00
						130.00
21	011701020	DE LAGE LANDEN	136212	07/14/20	JUL'20 COPIER LEASE	4,549.53
						4,549.53
21	011401430	ESRI	136213	07/14/20	6/26-6/25/21 ARCGIS	700.00
						700.00
21	011301310	FEDEX	136214	07/14/20	REIMB SA/FERN #290	61.13
						61.13
21	011001010	LEAGUE OF CALIFORNI	136215	07/14/20	FY20/21 DIVISION DU	1,113.00
						1,113.00
21	011401430	LOS ANGELES COUNTY	136216	07/14/20	LA COUNTY SHAPEFILE	13.00
						13.00
21	011401430	LOS ANGELES COUNTY	136216	07/14/20	PARCEL DATA INFORM.	64.00
						64.00
21	011201210	MUNICIPAL CODE CORP	136217	07/14/20	6/1-5/31/21 ADMIN S	350.00
						350.00
21	011601640	POST ALARM SYSTEMS	136218	07/14/20	JUL'20 POOL SVCS	39.25
21	011701710	POST ALARM SYSTEMS	136218	07/14/20	JUL'20 CHALL SVCS	39.25
21	011601610	POST ALARM SYSTEMS	136218	07/14/20	JUL'20 CCTR SVCS	39.25
21	011701720	POST ALARM SYSTEMS	136218	07/14/20	JUL'20 CITY YARD SV	39.25
21	011601670	POST ALARM SYSTEMS	136218	07/14/20	JUL'20 MVD SVCS	39.25
21	011601630	POST ALARM SYSTEMS	136218	07/14/20	JUL'20 MCTR SVCS	39.25
21	011601650	POST ALARM SYSTEMS	136218	07/14/20	JUL'20 NTP SVCS	39.25
21	011601620	POST ALARM SYSTEMS	136218	07/14/20	JUL'20 SCTR SVCS	39.25
						314.00
21	011001040	POSTMASTER	136219	07/14/20	AUG/SEP20 POSTAGE N	7,500.00
						7,500.00
21	011601620	QUENCH USA, INC.	136220	07/14/20	JUL'20 WATER SERVIC	55.32
						55.32
21	011001010	SAN GABRIEL VALLEY	136221	07/14/20	FY20/21 MEMBERSHIP	6,585.00
						6,585.00
21	011501530	SUPERIOR WAREHOUSE	136222	07/14/20	BASIC FOOD SENIOR#5	10.74
						10.74
21	011001040	THE SAUCE CREATIVE	136223	07/14/20	FY20/21 SEM JULY NE	4,067.41

						4,067.41
21	05	BLUE SHIELD OF CA L	136139	07/07/20	JUL'20 VISION 7/02	349.70
21	05	BLUE SHIELD OF CA L	136139	07/07/20	JUL'20 VISION 7/16	349.70
						699.40
21	05	CALIFORNIA TEAMSTER	136140	07/07/20	JUL'20 ADMIN	184.00
21	05	CALIFORNIA TEAMSTER	136140	07/07/20	JULY'20 MISC	1,216.00
						1,400.00
21	05	NATIONWIDE RETIREME	136141	07/07/20	JUL'20 PPE 6/27/20	4,050.50
						4,050.50
21	05	STANDARD INSURANCE	136142	07/07/20	JUL'20 7/25 LIFE/AD	396.69
21	05	STANDARD INSURANCE	136142	07/07/20	JUL'20 7/11 LIFE/AD	396.70
21	05	STANDARD INSURANCE	136143	07/07/20	JUL'20 7/11 SUPPLE	308.49
21	05	STANDARD INSURANCE	136143	07/07/20	JUL'20 7/25 SUPPLE	308.49
						1,410.37
21	386006010	SAN GABRIEL VALLEY	136221	07/14/20	FY20/21 MEMBERSHIP	3,345.80
21	456606610	SAN GABRIEL VALLEY	136221	07/14/20	FY20/21 MEMBERSHIP	3,342.79
						6,688.59

Total Report 43,161.99



 City Manager



City Council Agenda Report

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

DATE: July 14, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: PROPOSED DARK COUNCIL MEETING DATES

SUMMARY: Staff is requesting that City Council "go dark" on August 11, 2020 and August 25, 2020, as the City Council will be taking a recess during the month of August 2020.

RECOMMENDATION: Staff recommends City Council "go dark" on August 11, 2020 and August 25, 2020.

FISCAL IMPACT: None.

DISCUSSION: Each year during the month of August, the City Council takes a recess and does not hold meetings. If there is a need, a special meeting can be held during the month of August.

ATTACHMENTS:



City Council Agenda Report

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

DATE: July 14, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Diana Lopez, Human Resources/Risk Manager

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-75,
APPROVING AN AMENDED CITY-WIDE SALARY
SCHEDULE IN COMPLIANCE WITH THE CALIFORNIA
PUBLIC EMPLOYEES RETIREMENT SYSTEM
(CALPERS) REQUIREMENTS

SUMMARY: The City of South El Monte contracts with the CalPERS to provide retirement benefits for its employees. In order to comply with applicable sections of the California Government Code (Government Code), California Code of Regulations (CCR) and the City's contract with CalPERS, as it relates to earnable compensation for purposes of calculating employees retirement benefits, staff is recommending the adoption of an amended City-wide Salary Schedule. This resolution would include salaries for all full-time City employees for fiscal years 2020-2022.

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 20-75, approving an amended city-wide salary schedule in compliance with CalPERS requirements.

FISCAL IMPACT: The fiscal impact will be accounted for in the 2020-2021 fiscal year budget.

DISCUSSION: On April 13, 2011, the CalPERS Board of Administration adopted regulation requirements for public employers in regards to the availability of pay schedules for public employees, which became effective August 10, 2011. CCR Title 2, Section 570.5 and amendments to CCR Section 571, subsection (b), require that City Council, or governing body, adopt and approve a pay schedule that meets the following criteria:

- (1) Identifies the position title for every employee position;
- (2) Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
- (3) Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- (4) Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- (5) Indicates an effective date and date of any revisions;
- (6) Is retained by the employer and available for public inspection for not less than five years; and
- (7) Does not reference another document in lieu of disclosing the pay rate.

The City Council approves all salary and benefit schedules and/or adjustments for all positions, to include position titles and pay rates/ranges for each bargaining unit, unrepresented employee groups and the City Manager. While the approved Memorandum of Understandings (MOU) for the bargaining units, resolutions, contracts, agreements and respective amendments note the approved position titles and pay rates, the existing government codes and regulations does not permit referencing another document in lieu of disclosing the pay rate for each position. Approving and adopting an amended City-wide Salary Schedule will consolidate all of this information into one document for fiscal years 2020-2022. Any position title and/or pay rate adjustments or changes would trigger an amendment to this City-wide Salary Schedule for City Council review and consideration.

ATTACHMENTS:

[Attachment A - Resolution No. 20-75](#)

[Attachment B - Amended City-Wide Salary Schedule 2020-2021](#)

ATTACHMENT A

RESOLUTION NO. 20-75

A RESOLUTION OF THE CITY OF SOUTH EL MONTE CITY COUNCIL
APPROVING AN AMENDED PUBLICLY AVAILABLE CITY-WIDE
SALARY AND PAY SCHEDULE AS REQUIRED BY CALIFORNIA PUBLIC
EMPLOYEES' RETIREMENT SYSTEM (CALPERS)

WHEREAS, the City of South El Monte ("City") contracts with the California Public Employees' Retirement System ("CalPERS") to provide retirement benefits for its employees; and

WHEREAS, California Code of Regulations, Title 2, Section 570.5 requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and

WHEREAS, the pay schedule must identify each position by title, the individual payrate amount or ranges for that position, and the time base upon which the amounts are based; and

WHEREAS, the City Council of the City now desires to adopt an amended publicly available pay schedule in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5.

NOW, THEREFORE, BE IT RESOLVED that by the adoption of the Resolution, the City of South El Monte hereby approves:

SECTION 1. That the amended City-wide Salary and Pay Schedule contained in Exhibit "A", attached hereto and made a part hereof, is hereby approved and adopted in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5.

SECTION 2. That the amended City-wide Salary and Pay Schedule will be made available for public viewing via the City website for no less than five (5) years.

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

PASSED, APPROVED AND ADOPTED this 14th day of July, 2020.

Gloria Olmos, Mayor

ATTEST:

Donna Schwartz, City Clerk

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

I, Donna Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-75, was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 14th day of July, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna Schwartz, City Clerk

ATTACHMENT B

**CITY OF SOUTH EL MONTE
AMENDED SALARY SCHEDULE
Effective July 1, 2020
EXECUTIVE FULL-TIME EMPLOYEES
(Expressed in monthly rates)**

<u>JOB TITLE</u>	<u>SALARY RANGE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
City Manager	N/A	Per Contract and Separate Resolution				
Assistant City Manager	N/A	Not filled at this time				
Deputy City Manager	N/A	\$ 10,325	\$ 10,841	\$ 11,383	\$ 11,952	\$ 12,550
City Clerk	N/A	\$ 7,919	\$ 8,336	\$ 8,775	\$ 9,237	\$ 9,723
Community Development Director	N/A	\$ 10,000	\$ 10,500	\$ 11,025	\$ 11,576	\$ 12,155
Finance Director	N/A	\$ 10,000	\$ 10,500	\$ 11,025	\$ 11,576	\$ 12,155
Public Works Director	N/A	\$ 9,609	\$ 10,089	\$ 10,594	\$ 11,124	\$ 11,680

CITY OF SOUTH EL MONTE
AMENDED SALARY SCHEDULE
Effective July 1, 2020
FULL-TIME EMPLOYEES
(Expressed in monthly rates)

JOB TITLE	<u>SALARY</u> <u>RANGE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Accounting Manager	56	\$ 7,910	\$ 8,305	\$ 8,721	\$ 9,157	\$ 9,615
Accounting Specialist	40	\$ 5,212	\$ 5,472	\$ 5,746	\$ 6,033	\$ 6,335
Accounting Technician	40	\$ 4,708	\$ 4,943	\$ 5,190	\$ 5,450	\$ 5,722
Administrative Assistant	34	\$ 4,348	\$ 4,566	\$ 4,794	\$ 5,034	\$ 5,285
Administrative Technician	38	\$ 4,370	\$ 4,588	\$ 4,817	\$ 5,058	\$ 5,311
Code Enforcement Supervisor	40	\$ 5,615	\$ 5,896	\$ 6,190	\$ 6,500	\$ 6,825
Community Services Manager	56	\$ 7,090	\$ 7,444	\$ 7,816	\$ 8,207	\$ 8,617
Human Resources/Risk Manager	56	\$ 7,263	\$ 7,645	\$ 8,047	\$ 8,471	\$ 8,917
Executive Assistant	36	\$ 4,977	\$ 5,226	\$ 5,487	\$ 5,761	\$ 6,049
Personnel Analyst	46	\$ 5,694	\$ 5,979	\$ 6,277	\$ 6,591	\$ 6,921
Planning Supervisor	48	\$ 5,883	\$ 6,177	\$ 6,486	\$ 6,810	\$ 7,151
Public Works Supervisor	48	\$ 5,883	\$ 6,177	\$ 6,486	\$ 6,810	\$ 7,151
Recreation Supervisor	48	\$ 5,583	\$ 5,862	\$ 6,155	\$ 6,463	\$ 6,786
Senior Executive Assistant	42	\$ 5,675	\$ 5,959	\$ 6,257	\$ 6,570	\$ 6,898
Senior Services Supervisor	48	\$ 5,771	\$ 6,059	\$ 6,362	\$ 6,680	\$ 7,014
Accountant	44	\$ 5,414	\$ 5,685	\$ 5,969	\$ 6,267	\$ 6,581
Accounting Technician	40	\$ 4,708	\$ 4,943	\$ 5,190	\$ 5,450	\$ 5,722
Administrative Clerk Public Safety	26	\$ 3,267	\$ 3,430	\$ 3,602	\$ 3,782	\$ 3,971
Administrative Clerk Public Works	26	\$ 3,267	\$ 3,430	\$ 3,602	\$ 3,782	\$ 3,971
Assistant Planner	44	\$ 5,394	\$ 5,664	\$ 5,947	\$ 6,245	\$ 6,557
Building Maintenance Supervisor	46	\$ 5,928	\$ 6,224	\$ 6,535	\$ 6,862	\$ 7,205
Clerical Assistant	20	\$ 3,130	\$ 3,286	\$ 3,450	\$ 3,623	\$ 3,804
Code Enforcement Officer	35	\$ 4,958	\$ 5,206	\$ 5,466	\$ 5,740	\$ 6,027
Community Development Executive A	36	\$ 4,977	\$ 5,226	\$ 5,487	\$ 5,761	\$ 6,049
Community Services Secretary	36	\$ 4,422	\$ 4,643	\$ 4,875	\$ 5,119	\$ 5,375
Communications Coordinator	33	\$ 4,758	\$ 4,996	\$ 5,246	\$ 5,508	\$ 5,784
Department Clerk	32	\$ 4,252	\$ 4,465	\$ 4,688	\$ 4,922	\$ 5,168
Deputy City Clerk	37	\$ 5,165	\$ 5,423	\$ 5,694	\$ 5,979	\$ 6,278
Driver Class B	22	\$ 2,912	\$ 3,058	\$ 3,211	\$ 3,371	\$ 3,540
Equipment Mechanic	34	\$ 4,617	\$ 4,847	\$ 5,090	\$ 5,344	\$ 5,611
Finance Clerk	32	\$ 3,786	\$ 3,975	\$ 4,174	\$ 4,383	\$ 4,602
Grants Coordinator	35	\$ 4,993	\$ 5,243	\$ 5,505	\$ 5,780	\$ 6,069
Landscape Supervisor	46	\$ 5,677	\$ 5,961	\$ 6,259	\$ 6,571	\$ 6,900
License Enforcement Officer	32	\$ 3,676	\$ 3,860	\$ 4,053	\$ 4,256	\$ 4,468
Maintenance Worker I	26	\$ 3,848	\$ 4,040	\$ 4,242	\$ 4,454	\$ 4,677
Maintenance Worker II	39	\$ 4,591	\$ 4,821	\$ 5,062	\$ 5,315	\$ 5,581
Office Assistant	18	\$ 3,460	\$ 3,633	\$ 3,815	\$ 4,006	\$ 4,206
Permit Technician	40	\$ 4,465	\$ 4,688	\$ 4,922	\$ 5,168	\$ 5,427
Public Safety Officer	25	\$ 3,106	\$ 3,261	\$ 3,424	\$ 3,596	\$ 3,775
Public Works Analyst	44	\$ 5,394	\$ 5,664	\$ 5,947	\$ 6,244	\$ 6,557
Receptionist	18	\$ 3,147	\$ 3,305	\$ 3,470	\$ 3,644	\$ 3,826
Recreation Coordinator	34	\$ 4,351	\$ 4,568	\$ 4,797	\$ 5,037	\$ 5,288
Recreation Specialist	22	\$ 3,021	\$ 3,172	\$ 3,331	\$ 3,497	\$ 3,672

CITY OF SOUTH EL MONTE
AMENDED SALARY SCHEDULE
Effective July 1, 2020
FULL-TIME EMPLOYEES
(Expressed in monthly rates)

<u>JOB TITLE</u>	<u>SALARY RANGE</u>		<u>A</u>		<u>B</u>		<u>C</u>		<u>D</u>		<u>E</u>
Senior Accountant	51	\$	6,385	\$	6,704	\$	7,039	\$	7,391	\$	7,761
Senior Building Inspector	56	\$	6,650	\$	6,983	\$	7,332	\$	7,699	\$	8,084
Senior Center Receptionist	18	\$	3,131	\$	3,287	\$	3,452	\$	3,624	\$	3,806
Senior Services Coordinator	34	\$	4,351	\$	4,568	\$	4,797	\$	5,037	\$	5,288
Senior Services Specialist	22	\$	3,021	\$	3,172	\$	3,331	\$	3,497	\$	3,672
Street Supervisor	46	\$	5,676	\$	5,960	\$	6,258	\$	6,571	\$	6,900

CITY OF SOUTH EL MONTE
SALARY SCHEDULE
Effective January 1, 2020
PART-TIME EMPLOYEES

(Expressed in per hour rates/Minimum Wage \$13.00/hr.)

JOB TITLE	A	B	C	D	E
Assistant Pool Manager	16.31	16.99	17.72	18.48	18.77
Boxing Instructor	20.68	21.59	22.55	23.55	24.60
Boxing Trainer	13.00	13.50	14.03	14.58	15.16
Business License Clerk	17.74	18.50	19.31	20.14	21.02
Clerk	15.63	16.29	16.97	17.70	18.46
Code Enforcement Officer	17.97	18.74	19.56	20.41	21.49
College Worker(Intern)	17.65	18.41	19.21	20.04	20.92
Community Development Secretary	23.33	24.45	25.62	26.85	28.14
Crossing Guard	13.36	13.88	14.42	14.90	15.59
Crossing Guard Supervisor	16.06	16.74	17.46	18.21	18.99
Deputy City Clerk	27.63	28.99	30.42	31.91	33.48
Equipment Mechanic	20.71	21.62	22.58	23.58	24.63
Housing Program Coordinator	31.43	33.12	34.79	36.46	38.12
Lifeguard	13.85	14.42	15.01	15.64	16.30
Maintenance Aide	13.61	14.17	14.75	15.37	16.01
Newspaper Intern	20.50	20.70	20.90	21.10	21.31
Park Attendant	13.61	14.17	14.75	15.37	16.01
Pool Manager	18.05	18.83	19.65	20.51	21.41
Public Safety Officer	18.66	19.67	20.68	21.69	22.70
Recreation Leader	13.00	13.50	14.03	14.58	15.16
Recreation Specialist	16.56	17.27	18.00	18.78	19.60
Senior Recreation Leader	14.32	14.91	15.53	16.19	16.87
Van Driver -Class B	13.61	14.17	14.75	15.37	16.01
Van Driver -Class C	13.00	13.50	14.03	14.58	15.16
WSI Lifeguard	15.04	15.67	16.33	17.01	17.74



City Council Agenda Report

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

DATE: July 14, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Diana Lopez, Human Resources/Risk Manager

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-76,
APPROVING AN AMENDED MEMORANDUM OF
UNDERSTANDING (MOU) WITH THE CALIFORNIA JOINT
POWERS AUTHORITY (CJPIA) AND APPROVING A
SERVICE AGREEMENT WITH DISABILITY ACCESS
CONSULTANTS (DAC) TO SURVEY ITS PUBLIC
RIGHTS-OF-WAY (PROW)

SUMMARY: The City of South El Monte is committed to ensuring that people with disabilities are able to take part in, and benefit from the whole range of public programs, services, and activities offered by the City. The City continues to modify its facilities, programs, policies, and practices as necessary to ensure such access is provided. To meet this end, staff is in the process of updating the City's Barrier Removal/Transition Plan. The Barrier Removal/Transition Plan is an evaluation of the City's facilities and PROW and it identifies potential changes needed to improve accessibility.

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 20-76, approving an amended MOU with the CJPIA and an amended agreement with DAC to survey its PROW.

FISCAL IMPACT: The fiscal impact for the PROW survey is \$30,400. Funding for this project is included in the 2020-2021 fiscal year budget.

DISCUSSION: The City has been in the process of ensuring compliance with the Americans with Disabilities Act (ADA)/Section 504 requirements over the last number of years. In 2016, City Council authorized staff to work with DAC and the CJPIA to perform

the self-evaluation, write the plan and provide employee training and software to track identified improvements.

To date, the City has completed all steps necessary to comply with ADA/Section 504 requirements for its Barrier Removal Transition Plan, except for the PROW survey. The City currently has 76 linear miles that need to be inspected. The survey will identify any barriers in the City's rights-of-way for accessibility to persons with disabilities.

In 2016, the City indicated that staff would be trained through DAC to complete the PROW survey. Due to staff time limitations, the City is proposing that completion of the PROW survey be conducted by DAC personnel.

The PROW survey would complete all components of the accessibility compliance with ADA/Section 504 requirements.

Staff recommends approving an amended MOU with the CJPIA and an amended agreement with DAC to survey its PROW and authorize the City Manager to execute the amended MOU with CJPIA and the amended agreement with DAC.

ATTACHMENTS:

[Attachment A - Resolution No. 20-76](#)

[Attachment B - Amended Memoranda of Understanding, DAC Agreement, and Addendum](#)

[Attachment C - DAC Staff Report 04/12/2016](#)

ATTACHMENT A

RESOLUTION NO. 20-76

A RESOLUTION OF THE CITY OF SOUTH EL MONTE CITY COUNCIL APPROVING AN AMENDED MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CALIFORNIA JOINT POWERS AUTHORITY (CJPIA) AND AN AMENDED AGREEMENT WITH DAC TO SURVEY ITS PUBLIC RIGHTS-OF-WAY (PROW)

WHEREAS, to comply with the requirements of the Americans with Disabilities Act (ADA) and limit liability as a property owner, cities must prepare and regularly update an ADA Transition Plan (Plan); and

WHEREAS, the City's current Plan was prepared in 2016 and needs to be updated and refined in order to properly budget for a public rights-of-way survey; and

WHEREAS, the City has the resources required to fulfill its obligations under the ADA and funding is available in the amount of \$30,400 in FY20-21; and

WHEREAS, the CJPIA has already undertaken a competitive process, has selected DAC as best able to meet the scope requirements, and has worked with DAC to ensure the development of cost-effective plans for member agencies, making a sole source contract award appropriate in this case.

NOW, THEREFORE, BE IT RESOLVED that by the adoption of the Resolution, the City of South El Monte hereby approves:

SECTION 1. That the amended MOU between the CJPIA and the City of South El Monte, attached hereto and made a part hereof, is hereby approved and adopted.

SECTION 2. That the amended agreement with DAC to survey the City's public rights-of way, attached hereto and made a part hereof, is hereby approved and adopted.

SECTION 3. That the City Manager is authorized to execute the amended MOU with CJPIA and the amended agreement with DAC.

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

PASSED, APPROVED AND ADOPTED this 14th day of July, 2020.

Gloria Olmos, Mayor

ATTEST:

Donna Schwartz, City Clerk

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

I, Donna Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-76, was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 14th day of July, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna Schwartz, City Clerk

ATTACHMENT B



REVISED MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between the California Joint Powers Insurance Authority (CJPIA) and the City of South El Monte (MEMBER) for purposes of authorizing work related to CJPIA's ADA Assistance Program, which includes conducting self-evaluations and inspections, developing transition plans, and evaluating programs and services.

Disability Access Consultants (DAC) will perform all work for MEMBER on behalf of CJPIA in accordance with all terms, covenants, standards and conditions set forth in that certain agreement between the CJPIA and DAC, entered into on March 14, 2017 of which MEMBER shall be considered a third party beneficiary to that agreement. Copies of the agreement are attached hereto as and incorporated herein by reference as if fully set forth herein.

This MOU also discloses costs related to the aforementioned work, which will be billed directly to CJPIA. CJPIA will then invoice MEMBER, less the amount of CJPIA ADA Assistance Program funding. MEMBER agrees to pay the invoiced amount within 30 days of billing by CJPIA.

- | | |
|--|--------------|
| 1. Total cost for all remaining work to be performed by DAC, as per attached DAC written proposal (Amount is \$30,400 for 76 miles of PROW omitted at the MEMBER'S request in May 2016.) | \$ 30,400.00 |
| 2. Total program funding provided by CJPIA to be paid directly to DAC on behalf of MEMBER for the aforementioned work (funding amount exhausted with prior work completed.) | \$ 0.00 |
| 3. Total amount owed by MEMBER, representing difference between Line 1 and Line 2, and addition of Line 3, which will be billed by CJPIA | \$ 30,400.00 |

Should additional inspection items be added to the scope of work, DAC will provide an addendum to the proposal. MEMBER acknowledges and agrees to be responsible for any additional costs incurred from the addition of these items to the scope of work (e.g., buildings, facilities, bus stops, sidewalk mileage, etc.). A revised MOU must be executed by the MEMBER and CJPIA, before proceeding with additional work.

Rachel Barbosa, City Manager

Date

Maria Galvan, CJPIA Senior Risk Manager

Date

Attachments: DAC Proposal, DAC Professional Services Agreement and addenda



Date: November 16, 2015

To: Jennifer Vasquez, City of South El Monte

From: Tim Mahoney, DAC
Barbara Thorpe, DAC

Cc: Maria Galvan, CJPIA

Re: **Cost Proposal: ADA Accessibility Compliance Services for City of South El Monte**

Per our discussions, please see the following cost proposal for ADA Accessibility services for Assistance Levels 1,2,3 and DACTrak Licensing of the CJPIA ADA Accessibility Assistance Program.

COST PROPOSAL

Pricing for the following Buildings, Parks and Parking Lots: \$28,100

1. City Hall
2. Community Center
3. Child Care Center
4. Storage/Equipment Building
5. New Temple Park
6. Mary Van Dyke Park
7. Shively Park
8. Thienes Gateway Park
9. Senior Center
10. Parking Lots

Pricing for Public Rights-of-way: \$30,400

- 76 Miles of Sidewalks and Curb Ramps

PRICING SUMMARY – Assistance Levels, 1,2,3 & DACTrak Licensing

Assistance Level 1 – Phone Audit/Diagnostic:

Cost of Phone Audit/Diagnostic:	\$2,800
Less CJPIA Assistance Level 1 Funding	<u>(\$2,800)</u>
Total Cost Assistance Level 1:	\$0.00



Assistance Level 2 – Inspections:

Cost of Inspections for Buildings and Parks:	\$28,100
Cost of Inspection for Public Rights-of-Way:	<u>\$30,400</u>
SUBTOTAL:	\$58,500
Less CJPIA Assistance Level 2 Funding:	<u>(\$16,500)</u>
Total Cost Assistance Level 2:	\$42,000

Assistance Level 3- Self-Evaluation:

COST OF CJPIA SELF-EVALUATION:	\$5,000
Less CJPIA Assistance Level 3 Funding:	<u>(\$5,000)</u>
Total Cost Assistance Level 3:	\$0.00

DACTRAK Intake and Management Software Licensing:

Cost of Year 1 DACTrak Licensing	\$2,000
Less CJPIA Year 1 Licensing Funding:	<u>(2,000)</u>
TOTAL COST FOR YEAR 1 DACTRAK LICENSE	\$0.00

Total Cost for South El Monte <i>without</i> Assistance Level 1,2,3 & Licensing	\$68,300
Actual Cost to South El Monte with Assistance Levels 1,2,3 & Licensing	<u>\$42,000</u>
Assistance Level Funding savings provided by CJPIA	\$26,300

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for Professional Services ("Agreement") is made this day of March 14, 2017 ("Effective Date") by and between the California Joint Powers Insurance Authority ("Authority") and Disability Access Consultants ("Consultant") (together sometimes referred to the "Parties").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to Authority the services described in the Scope of Work attached as Exhibit A, and incorporated here. Such work shall be provided at the time and place and in the manner specified in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2018. Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the Authority's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner including the necessary expertise or knowledge of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the sole satisfaction of the project representative.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to Agreement. In the event that Authority, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from Authority of such desire of Authority, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant's obligations hereunder.
- 1.5 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Authority's project representative.
- 1.6 **Eligible Recipients of Services.** Authority members will receive a funding allowance toward ADA assistance level services as outlined under the scope of this agreement. Additional services outside of the ADA assistance level services shall be at the agreed upon hourly rate of \$98 per consultant. All members of the Authority are eligible, including but not limited to:

City of Agoura Hills, Agoura Hills/Calabasas Community Center, City of Aliso Viejo, Town of Apple Valley, Area B Disaster Management, Area E Disaster Management, City of Arroyo Grande, City of Artesia, City of Atascadero, City of Azusa, City of Bell Gardens, City of Bellflower, Big Bear City Community Services District, Big Bear Fire Authority, City of Big Bear Lake, City of Bishop, Black Gold Cooperative Library System, City of Bradbury, City of Brawley, City of Buellton, City of Calabasas, City of Camarillo, City of Carpinteria, City of Cerritos, City of Chino Hills, City of Claremont, Coachella Valley Association of Governments, Coachella Valley Conservation Commission, Coastal Animal Services Authority, City of Commerce, City of Dana Point, Desert Recreation District, City of Diamond Bar, City of Duarte, Eastern Sierra Transportation Authority, City of El Centro, City of Fillmore, City of Fountain Valley, Gateway Cities Council of Governments, City of Goleta, City of Grand Terrace, City of Grover Beach, City of Guadalupe, City of Hawaiian Gardens, City of Hidden Hills, City of Imperial, City of Indian Wells, City of Indio, City of Irwindale, City of La Canada Flintridge, City of La Habra Heights, LA IMPACT, City of La Mirada, City of La Palma, City of La Puente, City of La Quinta, City of La Verne, City of Laguna Niguel, City of Laguna Woods, City of Lake Elsinore, City of Lake Forest, City of Lakewood, LA-RICS, City of Lawndale, City of Loma Linda, City of Lomita, City of Malibu, Town of Mammoth Lakes, Midpeninsula Regional Open Space District, City of Mission Viejo, City of Monrovia, Monterey Peninsula Regional Park District, City of Moorpark, City of Morro Bay, Mountain Area Regional Transportation Authority, City of Needles, City of Norwalk, City of Ojai, Orange County Council of Governments, City of Palm Desert, City of Palos Verdes Estates, Palos Verdes Peninsula Transit Authority, City of Paramount, City of Paso Robles, City of Pico Rivera, City of Pismo Beach, Pomona Valley Transportation Authority, City of Port Hueneme, City of Poway, City of Rancho Palos Verdes, City of Rolling Hills, City of Rolling Hills Estates, City of Rosemead, City of San Clemente, City of San Dimas, City of San Gabriel, City of San Juan Capistrano, City of San Luis Obispo, City of San Marcos, City of San Marino, City of Santa Fe Springs, City of Santa Paula, City of Seal Beach, City of Seaside, Seaside County Sanitation, City of Sierra Madre, City of Signal Hill, City of Solvang, City of South El Monte, Southeast Area Animal Control Authority, Southern California Association of Governments, City of Temple City, Ventura Port District, City of Villa Park, City of Walnut, West Cities Police Communication Center, City of Westlake Village.

Section 2. COMPENSATION. Authority hereby agrees to pay Consultant in accordance with the payment schedule as set forth in Exhibit B, attached hereto and incorporated herein by reference as though set forth in full, based upon work completed, as defined in Exhibit A. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. Authority shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from Authority to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to Authority in the manner specified herein. Except as specifically authorized in advance by Authority, Consultant shall not bill Authority for duplicate services performed by more than one person.

- 2.1 **Invoices.** Consultant shall submit invoices during the term of this Agreement, based on the work completed, and within 30 days. All work billed shall be on a per member basis, with an itemized detail of services performed.
- 2.2 **Payment.** Authority shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. Authority shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 **Total Payment.** Authority shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. Authority shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- 2.4 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.
- 2.5 **Payment upon Termination.** In the event that the Authority or Consultant terminates this Agreement pursuant to Section 8, the Authority shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

Section 3. EQUIPMENT. Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all supplies and equipment necessary to perform the services required by this Agreement.

Section 4. INSURANCE REQUIREMENTS. Without limiting Consultant's indemnification of Authority, and prior to commencement of Work, 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 Authority.

- 4.1 **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 \$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.
- 4.2 **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 Work 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.

- 4.3 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 years after completion of the services required by this agreement.
- 4.4 Workers' Compensation Insurance.** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
- 4.5 Proof of Insurance.** Consultant shall provide certificates of insurance to Authority 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 Authority's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with Authority at all times during the term of this contract. Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 4.6 Duration of Coverage.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees or sub-consultants.
- 4.7 Primary/Noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Authority 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 Authority before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.
- 4.8 Authority'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, Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Authority will be promptly reimbursed by Consultant or Authority will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Authority may cancel this Agreement.
- 4.9 Acceptable Insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or 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 Authority's risk manager.

- 4.10 Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Authority, 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 Authority, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.
- 4.11 Enforcement of Contract Provisions (Non Estoppel).** Consultant acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.
- 4.12 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 Authority 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 Authority.
- 4.13 Notice of Cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to Authority 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.
- 4.14 Additional Insured Status.** General liability policies shall provide or be endorsed to provide that Authority and its officers, officials, employees, agents, volunteers, and members shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- 4.15 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 Authority and approved of in writing.
- 4.16 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/policies shall not contain any cross-liability exclusions.

- 4.17 Pass Through Clause.** Consultant agrees to ensure that its sub-consultants, 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 Authority for review.
- 4.18 Authority's Right to Revise Specifications.** The Authority 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 Authority and Consultant may renegotiate Consultant's compensation.
- 4.19 Self-Insured Retentions.** Any self-insured retentions must be declared to and approved by Authority. Authority 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 Authority.
- 4.20 Timely Notice of Claims.** Consultant shall give Authority 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.
- 4.21 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.

Section 5. INDEMNIFICATION

Consultant shall indemnify, defend with counsel acceptable to Authority and hold harmless the Authority and its officials, officers, employees, agents, members, and authorized volunteers from and against any and all losses, liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, damages and expenses of any kind, whether actual or threatened, (including but not limited to attorneys' fees and costs, court costs, interest defense costs, and expert witness fees) where the same arise out of, are a consequence of or are in any way attributable to, in whole or in part, the performance of this Agreement (or the failure to perform) by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant. Such indemnification, defense and hold harmless extend to Consultant's provision, use, transport and storage of hazardous materials, as those commonly are defined under state and federal laws and regulations.

The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property or violation of law arises wholly from the negligence or willful misconduct of the Authority or its officers, employees, agents, members, or authorized volunteers and (2) the actions of Consultant or its employees, subcontractors or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by Authority of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

Section 6. STATUS OF CONTRACTOR.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of Authority. Authority shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise Authority shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other Authority, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by Authority, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Authority and entitlement to any contribution to be paid by Authority for employer contributions and/or employee contributions for PERS benefits. It is understood by the parties that Contractor is independent and does not constitute a common law (employer-employee) relationship and said agreement is exempt for the post-retirement employment requirements.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractor shall comply with all applicable local, state and federal laws and regulations applicable to the performance of the work hereunder.
- 7.3 Licenses and Permits.** Consultant represents and warrants to Authority that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. Consultant represents and warrants to Authority that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in

effect at all times during the term or this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from Authority.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Authority and Consultant hereby agree that this Agreement may be cancelled upon 30 days' written notice.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; Authority, however, may condition payment of such compensation upon Consultant delivering to Authority any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the Authority in connection with this Agreement.

- 8.2 Extension.** Both parties agree that extending the Agreement beyond that provided for in Subsection 1.1 may be in the best interest of all concerned. Any such extension shall require a written amendment to this Agreement, as provided for herein. Authority and Consultant understand and agree that, if both parties agree to such an extension, all terms and conditions of the original Agreement shall remain the same, and extended to the date provided for in said amendment.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Authority and Consultant shall survive the termination of this Agreement.

- 8.5 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, Authority's remedies shall include, but not be limited to, any or all of the following:

- 8.5.1** Immediately terminate the Agreement;
- 8.5.2** Retain the documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.5.3** Retain a different Consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.5.4** Charge Consultant the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the

amount that Authority would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder, shall be the property of the Authority. Consultant hereby agrees to deliver those documents to the Authority upon termination of the Agreement.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Authority under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Authority. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Authority or as part of any audit of the Authority, for a period of three (3) years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in Orange County.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Consultant Representative.** All matters under this Agreement shall be handled for Consultant by Barbara Thorpe.
- 10.7 Authority Contract Administration.** This Agreement shall be administered by Norman Lefmann ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his designee.
- 10.8 Notices.** Any written notice to Consultant shall be sent to:
- Barbara Thorpe, President/CEO
Disability Access Consultants
2243 Feather River Boulevard
Oroville, CA 95965
- Any written notice to Authority shall be sent to the project representative, Abraham Han.
- 10.9 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between Authority and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.10 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

AUTHORITY

CONSULTANT


Jonathan Shull, Chief Executive Officer

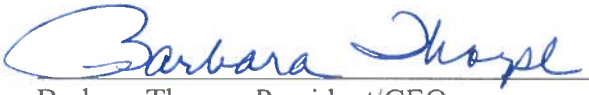

Barbara Thorpe, President/CEO

EXHIBIT A

SCOPE OF SERVICES

Consultant will provide the necessary professional services:

1. Assistance Level 1: Member Assessment and Overall Diagnostic Profile

Consultant will perform an assessment to determine the current level of ADA compliance, in accordance with Title II of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act and Title 24 of the California Building Code, and plan a course of action to enhance compliance. Consultant will review the initiatives of the Member to assess whether the Member has met any or all of the mandatory compliance requirements of the ADA, Section 504 of the Rehabilitation Act and Title 24 and related accessibility standards and requirements. If, after review, it is determined that the member needs to complete or revise any of the required compliance components, Consultant will provide a recommended compliance plan that may include other assistance-level options.

All members participating in the Authority's ADA Assistance Program shall receive Assistance Level 1 by default.

Following is a list of items determined during an assessment:

- An ADA coordinator has been designated, noticed, and posted.
- Each site has a current transition/barrier removal plan that meets the requirements under Title II of the ADA.
- A self-evaluation of programs, services, activities, policies, procedures, and practices has been completed.
- The member has updated its current transition/barrier removal plan, if applicable.
- Current ADA transition/barrier removal plans include all sites, such as new sites added since the completion of the previous plan.
- Space leased "to" others by the member is identified.
- Any current ADA-related concerns or issues are identified, including any pending or actual litigation.
- The member may need questions answered regarding the ADA, Title 24 of the California Building Code (CBC) or related accessibility standards.
- Staff development activities have been provided or are requested.
- Methods and priorities are recommended to members for achieving ADA compliance.

2. Assistance Level 2: Inspection of Sites, Development of Transition/Barrier Removal Plans

Consultant will inspect sites that may be new or not inspected previously, or have had extensive modernization or major remodeling. Work will include inspection of member facilities and public rights-of-way, and identification of barriers to accessibility, solutions to remove these barriers, and incorporation of the information into Consultant's accessibility management software.

As part of Assistance Level 2, Consultant will provide training regarding the use of the management portion of DACTrak. Assistance Level 2 does not include comprehensive training in the use of DACTrak for the member to collect their own data.

3. Assistance Level 3: Self-Evaluation of Policies, Procedures, Practices

Consultant will conduct a review of policies, procedures, and practices to determine if any are discriminatory or potentially discriminatory. Programs, services, and activities would be reviewed to determine accessibility by persons with disabilities.

EXHIBIT B

RATES AND SCHEDULE OF PAYMENTS

Billing and Reimbursement:

1. Assistance Level 1: Member Assessment and Overall Diagnostic Profile

The rate for this assistance level is a total one-time charge per member of \$2,800, which includes all expenses.

2. Assistance Level 2: Inspection of Sites, Development of Transition/Barrier Removal Plans

The hourly rate is \$98 per consultant, plus actual expenses. Any amounts for services provided beyond the \$16,500 per-member funding allowance will be billed to Authority for payment.

DACTrak Software License

Members that have DAC perform inspections of all facilities *and* public rights of way (Assistance Level 2) shall receive a one-year DACTrak software license at no cost to either the member or the Authority.

In all other instances, the Authority shall pay the first year of the DACTrak software license fee for the member.

Any DACTrak software license fees beyond the first year shall be paid by the member and not by the Authority.

The DACTrak annual software license fee is \$2,000.

3. Assistance Level 3: Self-Evaluation of Policies, Procedures, Practices

The hourly rate is \$98 per consultant, plus actual expenses. For amounts for services provided beyond the \$5,000 per-member funding allowance will be billed to Authority for payment.

4. Expenses

Reasonable, actual expenses will be charged as authorized by Authority and may include mileage at the IRS rate, hotel, meals, rental car, airfare (no first-class flights) and travel time.

**ADDENDUM TO AGREEMENT
BETWEEN THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY AND
DISABILITY ACCESS CONSULTANTS**

This Addendum ("ADDENDUM") is made and entered into this day of May 14, 2018, by and between the California Joint Powers Insurance Authority ("The AUTHORITY") and Disability Access Consultants ("CONSULTANT") (together sometimes referred to as "Parties").

WITNESSETH:

WHEREAS, the AUTHORITY and CONSULTANT entered into an Agreement (hereinafter referred to as "AGREEMENT") for the Americans with Disabilities Act (ADA) compliance consulting services related to the AUTHORITY's ADA Assistance Program, which was approved by the AUTHORITY's Chief Executive Officer on AGREEMENT dated March 14, 2017; and

WHEREAS, for and in consideration of the mutual advantages to be derived therefrom and in consideration of the execution of this ADDENDUM, both the AUTHORITY and CONSULTANT desire to revise AGREEMENT in the manner described herein; and

WHEREAS, AGREEMENT shall be amended as follows:

1. Section 1.1 ("Term of Services") of AGREEMENT shall reflect the term being extended until June 30, 2021. If all Parties agree that further extending AGREEMENT beyond June 30, 2021 is in the best interest of all Parties, then another addendum shall be executed at the appropriate time.
2. Section 1.6 ("Eligible Recipients of Services") of AGREEMENT shall read as follows:

California JPIA members will receive a funding allowance toward ADA assistance level services as outlined under the scope of this agreement. Additional services outside of the ADA assistance level services shall also be at the agreed upon hourly rate of \$98 per consultant. All members of the California JPIA are eligible, including but not limited to:

City of Agoura Hills, Agoura Hills and Calabasas Community Center, City of Alhambra, City of Aliso Viejo, Town of Apple Valley, Area B Disaster Management, Area E Disaster Management, City of Arroyo Grande, City of Artesia, City of Atascadero, City of Azusa, City of Bell Gardens, City of Bellflower, Big Bear City Community Services District, Big Bear Fire Authority, City of Big Bear Lake, City of Bishop, Black Gold Cooperative Library System, City of Bradbury, City of Brawley, City of Buellton, City of Calabasas, City of Camarillo, City of Carpinteria, City of Cerritos, City of Chino Hills, City of Claremont, Coachella Valley Association of Governments, Coachella Valley Conservation Commission, Coastal Animal Services Authority, City of Commerce, City of Dana Point, Desert Recreation District, City of Diamond Bar, City of Duarte, Eastern Sierra Transportation Authority, City of El Centro, City of Fillmore, Gateway Cities Council of Governments, City of Goleta, City of Grand Terrace, City of Grover Beach, City of Guadalupe, City of Hawaiian Gardens, City of Hidden Hills, City of Imperial, City of Indian Wells, City of Indio, City

of Irwindale, City of La Canada Flintridge, City of La Habra Heights, LA IMPACT, City of La Mirada, City of La Palma, City of La Puente, City of La Quinta, City of La Verne, City of Laguna Niguel, City of Laguna Woods, City of Lake Elsinore, City of Lake Forest, City of Lakewood, LA-RICS, City of Lawndale, City of Loma Linda, City of Lomita, City of Malibu, City of Mammoth Lakes, Midpeninsula Regional Open Space District, City of Mission Viejo, City of Monrovia, Monterey Peninsula Regional Park District, City of Moorpark, City of Morro Bay, Mountain Area Regional Transportation Authority, City of Needles, City of Norwalk, City of Ojai, Orange County Council of Governments, City of Palm Desert, City of Palos Verdes Estates, Palos Verdes Peninsula Transit Authority, City of Paramount, City of Paso Robles, City of Pismo Beach, Pomona Valley Transportation Authority, City of Port Hueneme, City of Poway, City of Rancho Palos Verdes, City of Rolling Hills, City of Rolling Hills Estates, City of Rosemead, City of San Clemente, City of San Dimas, City of San Gabriel, City of San Juan Capistrano, City of San Luis Obispo, City of San Marcos, City of San Marino, City of Santa Fe Springs, City of Santa Paula, City of Seal Beach, City of Seaside, Seaside County Sanitation, City of Sierra Madre, City of Signal Hill, City of Solvang, City of South El Monte, Southeast Area Animal Control Authority, Southern California Association of Governments, City of Temple City, Ventura Port District, City of Villa Park, City of Walnut, West Cities Police Communication Center, City of Westlake Village.

IN WITNESS WHEREOF, the Parties hereto have caused this ADDENDUM to be executed this day of May 14, 2018.

"The Authority"

California Joint Powers Insurance Authority


Jonathan Shull, Chief Executive Officer

"Consultant"

Disability Access Consultants


Barbara Thorpe, President/CEO

ATTACHMENT C



CITY OF SOUTH EL MONTE COUNCIL REPORT

DATE: April 12, 2016

TO: Honorable Mayor and
Members of the City Council

FROM: Anthony R. Ybarra *ay*
City Manager

PREPARED BY: Tommy Moreno
Administrative Intern

SUBMITTED BY: Jennifer E. Vasquez *jev*
Assistant City Manager

SUBJECT: Disability Access Consultants (DAC) Services and Software

SUMMARY: **The City of South El Monte is committed to ensuring that people with disabilities are able to take part in, and benefit from, the whole range of public programs, services, and activities offered by the City. The City continues to modify its facilities, programs, policies, or practices, as necessary, to ensure such access is provided. To meet this end, staff is in the process of updating the City's Barrier Removal/Transition Plan. The Barrier Removal/Transition Plan is an evaluation of the City's facilities and right-of-way and identifies improvements to improve accessibility.**

Recommendation: THEREFORE, STAFF RECOMMENDS THAT the City Council:

- Authorize city staff to work with DAC and the California Joint Powers Insurance Agency (CJPIA) to perform the self-evaluation, writing the plan and provide employee training and software to track the identified improvements.
- Approve amending the Fiscal Year 2016 General Fund Budget by allocating \$11,600 to cover the amount that exceeds the funding levels that the CJPIA will cover; this will allow for DAC to perform a survey of the City's buildings and parks.

Analysis: The City of South El Monte was selected by the CJPIA to be one of twenty agencies to be included in a pilot program to perform a self-evaluation and write a barrier removal/transition plan to

comply with ADA/Section 504 requirements. The CJPIA program utilizes the services of Disability Access Consultants (DAC) to assist in performing the self-evaluation, writing the plan and provide employee training and software to track the identified improvements.

An initial assessment determined that the City has met many of the ADA/Section 504 requirements. The City has a current and up-to-date ADA grievance policy on the City website, an assigned ADA Coordinator and is in the process of updating its barrier removal plan. The initial assessment found areas that the City needs to work on are: complete the update of the City's current barrier removal/transition plan, a self-evaluation of procedures and practices, and implement employee trainings.

The opportunity to work with the CJPIA and DAC will be beneficial in addressing the areas identified that need improvement. DAC's primary task will be to survey specified City facilities, which includes both owned and leased buildings, yards, pools and parks and train staff on how to perform a survey. Other tasks include surveying Public Rights-of-Way and training employees on the process; review of procedures, programs and assistance; and implementation of the DAC software program DacTrak and training employees to use and update the data in the software. The cost for these services total \$65,500, of which the CJPIA will contribute \$23,500.

	City	CJPIA	Total
Survey of Buildings and Parks	\$ 11,600	\$ 16,500	\$ 28,100
Survey of Public Rights-of-Way	\$ 30,400	\$ -	\$ 30,400
Procedure/program review	\$ -	\$ 5,000	\$ 5,000
DACTrak Software	\$ -	\$ 2,000	\$ 2,000
Total	\$ 42,000	\$ 23,500	\$ 65,500

Fiscal Impact:

The cost for DAC's services to survey the city's public right-of-way, buildings and parks is estimated to be at \$42,000. These costs can be lowered if the City chooses to conduct its own public right-of-way survey or if the estimated amount of miles for sidewalks and curb ramps is less than that estimated in DAC's proposal. However, the remaining balance of the Available Fund Balance is \$40,895. Therefore the amount needed for the complete ADA review exceeds the balance by \$1,105, thus the City would have to look at using the Reserves. Consequently staff is requesting that the City Council appropriate \$11,600 for DAC to survey the building and parks. City staff will work with DAC and CJPIA to complete the survey in-house.

If the allocation is made the remaining balance of the Available Fund Balance would be \$29,295.00.

Attachments: A – DAC ADA Assistance Program Cost Proposal

ATTACHMENT A
DAC ADA ASSISTANCE PROGRAM COST PROPOSAL



Date: November 16, 2015

To: Jennifer Vasquez, City of South El Monte

From: Tim Mahoney, DAC
Barbara Thorpe, DAC

Cc: Maria Galvan, CJPIA

Re: **Cost Proposal: ADA Accessibility Compliance Services for City of South El Monte**

Per our discussions, please see the following cost proposal for ADA Accessibility services for Assistance Levels 1,2,3 and DACTrak Licensing of the CJPIA ADA Accessibility Assistance Program.

COST PROPOSAL

Pricing for the following Buildings, Parks and Parking Lots: \$28,100

1. City Hall
2. Community Center
3. Child Care Center
4. Storage/Equipment Building
5. New Temple Park
6. Mary Van Dyke Park
7. Shively Park
8. Thienes Gateway Park
9. Senior Center
10. Parking Lots

Pricing for Public Rights-of-way: \$30,400

- 76 Miles of Sidewalks and Curb Ramps

PRICING SUMMARY – Assistance Levels, 1,2,3 & DACTrak Licensing

Assistance Level 1 – Phone Audit/Diagnostic:

Cost of Phone Audit/Diagnostic:	\$2,800
Less CJPIA Assistance Level 1 Funding	<u>(\$2,800)</u>
Total Cost Assistance Level 1:	\$0.00



Assistance Level 2 – Inspections:

Cost of Inspections for Buildings and Parks:	\$28,100
Cost of Inspection for Public Rights-of-Way:	<u>\$30,400</u>
SUBTOTAL:	\$58,500
Less CJPIA Assistance Level 2 Funding:	<u>(\$16,500)</u>
Total Cost Assistance Level 2:	\$42,000

Assistance Level 3- Self-Evaluation:

COST OF CJPIA SELF-EVALUATION:	\$5,000
Less CJPIA Assistance Level 3 Funding:	<u>(\$5,000)</u>
Total Cost Assistance Level 3:	\$0.00

DACTRAK Intake and Management Software Licensing:

Cost of Year 1 DACTrak Licensing	\$2,000
Less CJPIA Year 1 Licensing Funding:	<u>(2,000)</u>
TOTAL COST FOR YEAR 1 DACTRAK LICENSE	\$0.00

Total Cost for South El Monte <i>without</i> Assistance Level 1,2,3 & Licensing	\$68,300
Actual Cost to South El Monte with Assistance Levels 1,2,3 & Licensing	<u>\$42,000</u>
Assistance Level Funding savings provided by CJPIA	\$26,300



City Council Agenda Report

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

DATE: July 14, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: CONSIDERATION OF REQUEST FOR PROPOSAL (RFP)
FOR ENVIRONMENTAL SERVICES AND MANAGEMENT
OF THE MUNICIPAL SEPARATE STORM SEWER
SYSTEM NATIONAL POLLUTANT DISCHARGE
ELIMINATION SYSTEM (MS4 NPDES) PERMIT

SUMMARY: Staff seeks approval of an RFP for Environmental Services and the Management of the MS4 NPDES Permit and Compliance Program and authorization to solicit proposals.

RECOMMENDATION: Staff recommends City Council approve the RFP for Environmental Services and Management of the MS4 NPDES Permit and authorize staff to solicit proposals.

FISCAL IMPACT: This action solely approves and authorizes staff to solicit for proposals for the RFP described herein. Staff anticipates a minimal cost associated with the posting of the RFP in the local newspaper which was budgeted for in the approved FY 2020/21. Additionally, a total of \$75,000 was budgeted for the management of the NPDES Program. Staff will recommend an award of contract at a future meeting date for the City Council's consideration.

DISCUSSION: The City operates under Municipal Separate Storm Sewer System National Pollutant Discharge Elimination System (MS4 NPDES) Permit No. CAS004001, issued by the Los Angeles Regional Water Quality Control Board. The MS4 NPDES Permit authorizes stormwater and non-stormwater discharges from the City's MS4 and into receiving waters. Compliance with the Permit includes implementing projects and programs as described in both the Permit and in the City's Watershed Management

Programs (WMPs) for the Upper LA River and the Upper San Gabriel River. The purpose of this RFP is to seek continued assistance with the administration and implementation of the City's MS4 NPDES Program. This includes assistance administering and implementing the Safe, Clean Water Program (SCWP), which was established in part to fund projects identified in the WMPs.

The successful person or company will be responsible for providing Program Assistance, Program Funding Assistance, Compliance Planning, and Implementation Activities. This includes, but is not limited to, representing the City at interagency meetings and in concerns with stakeholders, sharing information and expertise and provide skills training to staff, preparing and submitting annual mandated reports, advise on and aid in preparing and submitting SCWP and NPDES grant opportunities, assist in further development of the City's NPDES program, assist with NPDES permitting for infrastructure projects, review Low Impact Development (LID) Plan and Green Streets Policy projects, enforce Best Management Practices (BMPs), conduct NPDES maintenance inspections for completed infrastructure projects, track city-owned or operated facilities with relevant water quality data, perform illicit discharge investigations and assist in enforcement actions, prepare educational content for the City's internet-based platforms, and conduct public outreach. The RFP itemizes the full scope of services to be performed by the successful proposer.

Proposals will be due by Thursday, July 30, 2020 by 2:00 p.m. and the anticipated date for the recommendation for award of contract will presented for the City Council's consideration is the September 8, 2020 City Council meeting. Staff will propose a three-year agreement, with a two one-year options to extend.

Staff recommends City Council approve the RFP for Environmental Services and Management of the MS4 NPDES Permit and authorize staff to solicit proposals.

Agenda Item Prepared By: Monica Heredia, Public Works Analyst.

ATTACHMENTS:

[RFP for Environmental Services](#)

City of South El Monte

Request For Proposals

for

**Environmental Services to Manage the City's
MS4 NPDES Permit and Compliance Program**



RFP Release Date: July 16, 2020

RFP Response Due: 2:00 p.m. July 30, 2020

Submit To:

City of South El Monte

Attn: City Clerk

1415 Santa Anita Ave

South El Monte, CA 91733

626-579-6540

Table of Contents

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

Attachments

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

I. Community Profile

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

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

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

II. PURPOSE & SERVICES DESCRIPTION

The purpose of this Request for Proposals (RFP) is to select the most-qualified consultant to provide Environmental Services and Management of the Municipal Separate Storm Sewer System National Pollutant Discharge Elimination Systems (MS4 NPDES) Permit and Compliance Program. The City wishes to obtain the described services via a Professional Services Agreement for a 3-year term, with two one-year renewal options.

The City operates under Municipal Separate Storm Sewer System National Pollutant Discharge Elimination System (MS4 NPDES) Permit No. CAS004001, issued by the Los Angeles Regional Water Quality Control Board. The MS4 NPDES Permit authorizes stormwater and non-stormwater discharges from the City's MS4 and into receiving waters.

Compliance with the Permit includes implementing projects and programs as described in both the Permit and in the City's Watershed Management Programs (WMPs) for the Upper LA River and the Upper San Gabriel River.

The purpose of this RFP is to seek continued assistance with the administration and implementation of the City's MS4 NPDES Program. This includes assistance administering and implementing the Safe, Clean Water Program, which was established in part to fund projects identified in the WMPs.

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

III. SCOPE OF SERVICES

The selected consultant shall cover all labor, tools, equipment, materials, and any supervision necessary to provide environmental services and management of the MS4 NPDES regulatory permit.

The selected consultant's scope of required services shall include, but is not be limited to, the following tasks:

Task 1 – Program Assistance

- a. Provide Program status updates and hold update meetings.
- b. Represent the City at interagency meetings and in concerns with stakeholders.
- c. Share information and expertise and provide skills training to staff.
- d. Prepare and submit the City's Annual Report. Participate in the completion of the Watershed Annual Report.
- e. Maintain online databases of Program records.
- f. As needed: Assist with NPDES tasks not itemized in this scope of work.

Task 2 – Program Funding Assistance

- a. Provide status updates and advise on SCWP and grant opportunities.
- b. Represent the City at SCWP meetings and in concerns with stakeholders.
- c. Assist in preparing and submitting SCWP and NPDES grant applications, and in managing approved SCWP and grant projects.
- d. Assist in selecting, budgeting, planning, reporting on, and implementing eligible expenditures under the SCWP and other funding programs.
- e. Assist in developing and administering fees, budgets, and cost share agreements.

Task 3 – Compliance Planning

- a. Assist in the continued development of the City's NPDES program.
- b. Assess the compliance and effectiveness of the City's Program. Recommend compliance actions and improvements and assist in their implementation.
- c. Participate in adaptively managing the City's WMPs and CIMPs.
- d. Assist with planning, implementing, and reporting for TMDLs and for statewide pollutant provisions.
- e. Conduct a Trash TMDL Daily Generation Rate Study. This includes monitoring litter generated within representative study areas over a 30 day period in the summer, extrapolating the results, and using a mass balance calculation to determine how much trash is discharged during storm events.
- f. Provide training for City staff.

Task 4 – Implementation Activities

- a. Infrastructure Program
 - i. Assist with selecting, planning, and implementing infrastructure projects.
 - ii. Maintain an inventory of candidate infrastructure projects.
 - iii. Assist in implementing the City’s Green Streets Policy.
 - iv. As-needed: Assist with NPDES permitting for infrastructure projects.
 - v. As-needed: Conduct NPDES maintenance inspections for completed infrastructure projects.
- b. Planning and Land Development
 - i. Review LID Plan and Green Streets Policy projects.
 - ii. Track post-construction BMPs with relevant water quality data.
 - iii. As needed: Assist with LID BMP verification and maintenance inspections.
- c. Construction. For sites that disturb one acre or more of land
 - i. Review SWPPPs for BMP implementation.
 - ii. Track permitted sites with relevant water quality data.
 - iii. Inspect projects monthly for BMP implementation.
- d. Industrial/commercial Facilities
 - i. Track facilities with relevant water quality data.
 - ii. Assist with the implementation of SB-205.
 - iii. Inspect biennially industrial/commercial facilities for BMP implementation. This includes follow-up activities, correspondence, and documentation. It also includes distributing educational materials and providing technical assistance as needed.
 - iv. Assist in preparing enforcement actions for noncompliance.
- e. Public Agency Activities Program
 - i. Track city-owned or operated facilities with relevant water quality data.
 - ii. Assist in selecting BMPs for activities at facilities that generate pollution.
 - iii. Assist in overseeing BMP implementation for City contractors. Review contract language to verify that proper BMPs are mandatory.
 - iv. Prepare NPDES Integrated Pest Management procedures.
- f. Illicit Discharge Investigations
 - i. As needed: Investigate illicit discharge complaints. This includes follow-up activities, correspondence, and documentation.
 - ii. As needed: Assist in preparing enforcement actions.
- g. Public Information and Participation
 - i. Provide pollution prevention educational materials for distribution.
 - ii. Assist with City community events to promote pollution prevention.
 - iii. Prepare educational content for the City’s internet based platforms.
 - iv. Distribute educational materials to commercial points of purchase.
 - v. Assist with the distribution of educational materials to schools.
 - vi. As needed: Update educational materials.

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

1. The submittal must include the following general information about the Consultant:
 - Consultant’s profile, including the types of services offered; the year founded; form of organization (corporate, partnership, sole proprietorship); number, size and location of offices; and number of employees.
 - List of similar projects that the Consultant has completed within the last five years including previous projects in which the Consultant and Subconsultants have worked together. Information on the completed projects should include project name and description; agency and client name along with the person to contact and telephone number; year completed; contract fee; and the final project cost. Clearly identify previous projects and include a summary of the roles and responsibilities of each party.
 - Legal name of Consulting firm or individual, including name, corporate address and telephone number.
 - Name, title, address, telephone number and email address of the individual(s) who has the authority to negotiate with the City; execute any agreement that may result from such negotiations; and will be Consultant’s contact person during the Proposal evaluation period.
 - Federal Tax ID or Social Security No. for firm or individual.
 - A statement to the effect that the Proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
 - Identification of all proposed sub-Consultants or Subcontractors, including legal name of the company, address and contact person.
 - Acknowledgement that Consultant is obligated by all addenda to this RFP.
 - Signature of a person authorized to bind Consulting firm to the terms of the Proposal.
 - Signed statement attesting that all information submitted with the Proposal is true and correct.
2. A description of the project team, including resumes, day rates, and responsibilities of all assigned staff. Additionally, provide an organization chart of your company, identifying all sub-contractors.
3. The Consultant’s detailed approach for completing the tasks specified in the Scope of Services. The work approach shall be sufficiently detailed to demonstrate Consultant’s ability to accomplish project tasks.
4. Provide a minimum of three most-recent similar clients including name, address, contact person, phone number, and e-mail address. The City is most interested in government and California clients and may randomly select agencies to contact from your list as part of the evaluation process.

5. A description of any potential work not included in the Consultant's scope of services or which has not been identified in this RFP, which the Consultant feels is essential to the successful completion of the project. This would include additional services by the Consultant or any other necessary tasks to be provided by the City. This potential work must be clearly identified, along with a suggested basis for payment, should those services be necessary or elected by the City.
6. The City must receive proposals by the designated due date and time. Proposals received after designated time and date will not be considered.
7. Consultant's understanding of the project, scope of work, the methodology/concept to be applied and the approaches to be taken in accomplishing each requirement.
8. Fee proposal: The fee proposal shall include all tasks required to perform the work with a maximum not-to-exceed fee for each task and a grand total not-to-exceed fee. Costs shall be all inclusive, including all overhead, materials, equipment, hourly labor rate, and all other miscellaneous direct and indirect costs. The scope of work provided in this RFP will be used as a guideline. It will be the selected Consultant's responsibility to identify all necessary tasks and costs associated with the services and to ensure that all Environmental Services are completed in full compliance as required with Federal and State labor standards and regulations. The fee will be required to identify costs associated with, but not limited to, providing Environmental Services. The Consultant shall provide its services for the duration of the agreement for the approved scope of work and fee.
9. Three copies of the Proposal which must not exceed 25 pages (double-sided pages count as 2 pages) shall be submitted to the City Clerk (Attn: Donna Schwartz, City of South El Monte, 1415 Santa Anita Avenue, South El Monte, CA 91733) by no later than 2:00pm on July 30, 2020.
10. Litigation History - information on any litigation, claims, and/or matters that could have led to litigation or a claim arising out of work related to their projects or their sub-contractor's projects for the last five years. Please refer to **Attachment B** for a more detailed list of circumstances ("Claims History").
11. Three copies of a fee Proposal for completing the proposed work, which may be placed in the same envelope as the Proposal. The proposer's fee for Environmental Services shall be a fixed not-to-exceed lump sum amount.
12. **Attachment A** ("Affidavit of Non-Collusion") to be signed and submitted with proposal.
13. The proposal may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after, the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or his duly authorized representative, and is filed with the City Clerk. No proposal may be withdrawn during the period of ninety (90) calendar days after the opening of proposals.
14. The successful bidder's proposal guarantee, if required, shall be held until the contract is executed and evidence of insurance, the necessary bonds, sufficiency of surety documents and other documents as specified in the contract documents are submitted. Bid security

shall be returned to unsuccessful bidders within twenty (20) days after the successful bidder has signed the contract, submitted evidence of insurance, necessary bonds, sufficiency of surety documents and other documents as specified in the contract documents.

V. QUESTIONS

Questions with regard to this RFP should be submitted by e-mail to Rene Salas, Public Works Director, at rsalas@soelmonte.org and Monica Heredia, Public Works Analyst, at mheredia@soelmonte.org by 4:00 P.M. PDT on July 22, 2020. All firms sending questions will receive responses to all questions and any other addenda that may be released via e-mail and will be posted on the City's Bid Posting webpage.

VI. CORRECTIONS

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

VII. GENERAL INFORMATION

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

VIII. INSURANCE REQUIREMENTS

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

IX. PROPOSAL REVIEW

All proposals will be reviewed by a selection committee comprised of City staff. The various significant criteria that will be considered in the evaluation of proposals are summarized below. The City's final selection will not be dictated on any single factor or criteria including price. The relative importance of those factors involves judgment on the part of the Selection Committee and will include both objective and subjective analysis. A consultant may be eliminated from consideration for failure to comply with any of the following requirements, depending upon the critical nature of such requirements as determined by the City:

1. Meaningful experience providing Environmental Services
2. Cost
3. Compliance with Scope of Services (Section III)
4. Responsiveness and thoroughness of proposal

5. Personnel proposed work on the project and the qualifications of those individuals, reference checks, verification of certification, if applicable, and ability to satisfy insurance requirements
6. Any other factors determined by the City to be relevant to the performance of these services

The contract will be awarded, if at all, to the responsive and responsible bidder that submits the most advantageous proposal to the City. If alternate bids are called for, the lowest responsible bidder will be determined based on the base bid only. The contract shall be awarded to the lowest responsible bidder based on the base bid amount, and at the City's discretion, the addition, deletion, or modification of any alternate or combination of alternatives. No agreement for the work will be executed with a contractor who is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code. The licensing requirements for consultant shall apply also to sub-contractors. The City reserves the right to waive minor irregularities and omissions in any submission. The City reserves the right to reject any or all submitted qualifications, and no representation is made that any contract will be awarded pursuant to this Request for Proposals. The City shall not pay any costs associated with the preparation of proposals, including but not limited to the qualifications submittal, additional information, and/or in any other aspect of a qualifications submittal prior to the award of a written contract. The City will provide only the staff assistance and documentation specifically referred to herein, and shall not be responsible for any other cost or obligation that may be incurred by the respondent. All items submitted to the City shall become the property of the City. The Consultant selected will be required to sign the City's Professional Services Agreement prior to City Council approval, a copy of which will be provided upon request. The City Council has final authority in the selection of the Consultant.

RFP Schedule

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

Request for Proposal Posting/Mailing	July 16, 2020
Question Submittal Deadline	July 22, 2020
City Response to Questions	July 27, 2020
Submittal Deadline (Date proposals must be received by City)	July 30, 2020 by 2:00 p.m.
Tentative Interview (if necessary)	Week of August 10, 2020
Tentative City Council Award	September 8, 2020

X. CONSULTANT AGREEMENT

A sample of the City's Professional Services Agreement is provided in this RFP as **Attachment C**. Your proposal shall contain a statement of the firm's willingness to execute the contract with an indication of any contractual requirements for which the Consultant takes exception. The bidder to whom award is made shall execute a written contract with the City in the form included in these contract documents and shall submit evidence of insurance, bonds, sufficiency of insurer documents, and other documents as herein provided within fifteen (15) days from the date of

mailing of the written Notice of Award. Failure or refusal to enter into the agreement or to conform to any of the stipulated requirements shall be just cause for the annulment of the award and forfeiture of the bidder's security. In the event the bidder to whom an award is made fails or refuses to execute the agreement within said time, submit evidence of insurance, necessary bonds, sufficiency of surety documents, or other documents as specified in the contract documents, the City may declare the bidder's security forfeited, and it may award the work to the next lowest bidder or may call for new bids.

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

END OF RFP

ATTACHMENTS TO FOLLOW

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

ATTACHMENT A

AFFIDAVIT OF NON-COLLUSION

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

I state that:

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

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

(Authorized Signature)

(Name of Company/Position)

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

Notary Public for California

My Commission Expires: _____

ATTACHMENT B

CLAIMS HISTORY

Each Consultant shall submit a summary of whether or not any of the following events have occurred within the past five (5) years and, if so, a brief description of the circumstances involved (including, without limitation, the names of parties involved, current status and final disposition of the matter of dispute):

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

- Failure by Consultant or any sub-Consultant to enter into a contract to which it has received an award by a public entity.
- Forfeiture of a bid or proposal bond by proposer or any sub-Consultant.
- Termination for default under a contract awarded by a public entity to Consultant or any sub-Consultant.
- Debarment of Consultant or any sub-Consultant by any municipal, county, state, federal, or local agency (note: debarment is grounds for automatic disqualification).
- The filing of a lawsuit or arbitration in which the Consultant or a sub-Consultant was a defendant or cross-defendant at any time within the past five (5) years that involved the performance of project, program, or construction management services and that involved an amount in controversy sought to be recovered from Consultant or the sub-Consultant of more than \$100,000.00.
- Conviction of Consultant, a sub-Consultant, or any of their principals or officers for violation of a state or federal antitrust law involving bid rigging, collusion, or restriction on competition between bidders, or conviction of violating any other federal or state law relating to bidding or contract performance (note: such conviction is grounds for automatic disqualification).
- Any publications involving firm or principals alleging or claiming corruption (such claims are grounds for automatic disqualification).
- Any suspension, revocation, or other disciplinary proceeding relating to a contracting or professional license issued to proposer or a sub-Consultant.

ATTACHMENT C
SAMPLE PROFESSIONAL SERVICES AGREEMENT
CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

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

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this ____ day of _____, 2020 by and between the City of South El Monte, a California, a municipal corporation (“City”) and _____, _____ (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant’s Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

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

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

(Name)

(Title)

(Name)

(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

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

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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

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

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

EXHIBIT “A”

SCOPE OF SERVICES

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

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

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

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

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

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

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

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

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

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

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

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

- A.
- B.
- C.

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



City Council Agenda Report

**Agenda
Item No.
9.a.**

DATE: July 14, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: CONSIDERATION OF RESOLUTION NO 20-77
APPROVING A MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF SOUTH EL MONTE AND THE
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
(SGVCOG) REGARDING PARTICIPATION IN THE CITY
HOMELESS PROGRAM

SUMMARY: The San Gabriel Valley Council of Governments (SGVCOG) has funding opportunities through the County of Los Angeles for the purposes of administering Measure H funding allocations in support of the County's Homeless Initiative (HI) strategies to combat homelessness in the San Gabriel Valley. The SGVCOG also received funding from the State of California via the 2019 Budget Trailer bill for the purposes of combating homelessness in the San Gabriel Valley. The SGVCOG allocates a portion of this funding towards the member cities who previously developed homeless plans to prevent and combat homelessness. The SGVCOG requires a memorandum of agreement between each city electing to apply for grant funding to support homelessness.

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 20-77 approving the Memorandum of Agreement with the San Gabriel Valley Council of Governments.

FISCAL IMPACT: There is no fiscal impact associated with this action.

DISCUSSION: The SGVCOG was established to have a unified voice among cities within the San Gabriel Valley, to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies.

The City of South El Monte seeks to develop homeless programs that will support strategies and solutions to prevent and decrease homelessness within the City, based on local concerns and priorities.

The City and the SGVCOG have a shared desire to successfully develop homeless programs, to combat homelessness in the San Gabriel Valley. To that end, the City and the SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in a memorandum of agreement (MOA), the details of which are outlined in the scope of work, attached as Exhibit A to the MOA.

ATTACHMENTS:

[Attachment A - Resolution No. 20-77](#)

[Attachment B - San Gabriel Valley Council of Governments \(Homeless Plan\) MOA](#)

ATTACHMENT A

RESOLUTION NO. 20-77

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF SOUTH EL MONTE AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) REGARDING PARTICIPATION IN THE CITY'S HOMELESS PROGRAMS.

WHEREAS, SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies; and

WHEREAS, the City of South El Monte is a member of SGVCOG; and

WHEREAS, SGVCOG entered into a contract with the County of Los Angeles for the purposes of administering Measure H funding allocations in support of the County's Homeless Initiative (HI) strategies to combat homelessness in the San Gabriel Valley; and

WHEREAS, SGVCOG received funding from the State of California via the 2019 Budget Trailer bill for the purposes of combating homelessness in the San Gabriel Valley; and

WHEREAS, SGVCOG allocated a portion of this funding towards the implementation of member cities previously developed homeless plans, the development of programs to prevent homelessness, the implementation of pilot programs, and the implementation of a landlord education and incentive program; and

WHEREAS, the City of South El Monte seeks to develop homeless programs; and

WHEREAS, the City of South El Monte's homeless programs will support strategies and solutions to prevent and decrease homelessness within the City, based on local concerns and priorities; and

WHEREAS, the City of South El Monte and the SGVCOG have a shared desire to successfully develop homeless programs, to combat homelessness in the San Gabriel Valley; and

WHEREAS, the City Council of the City of South El Monte now desires to set forth the terms of the ongoing collaboration with SGVCOG in respect to this effort in an MOA.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South El Monte as follows:

SECTION 1. The City Council hereby approves a Memorandum of Agreement (MOA) between the City and the San Gabriel Valley Council of Governments to successfully develop homeless programs. The terms of the agreement are set forth in the MOA, attached to the accompanying staff report as Attachment A.

SECTION 2. The City Council hereby approves the MOA between the City and the San Gabriel Valley Council of Governments to grant access of Measure H funding towards the development of programs to prevent and combat homelessness, the implementation of pilot programs, and the implementation of a landlord education and incentive program.

SECTION 3. The City Manager shall execute the MOA of behalf of the City, subject to modification and approval by the City Attorney's Office.

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

PASSED, APPROVED AND ADOPTED this 14th day of July, 2020.

Gloria Olmos, Mayor

ATTEST:

Donna Schwartz, City Clerk

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

I, Donna Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-77 was passed and approved by the City Council of the City of South El Monte, at an adjourned regular meeting of said Council held on the 14th day of July, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna Schwartz, City Clerk

ATTACHMENT B

MEMORANDUM OF AGREEMENT

CITY HOMELESS PROGRAM MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG)

This Memorandum of Agreement (“MOA”) is by and between the City of South El Monte (City) and the San Gabriel Valley Council of Governments (SGVCOG) to be effective as of the date signed by both Parties.

RECITALS:

A. The SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies;

B. The SGVCOG entered into a contract with the County of Los Angeles for the purposes of administering Measure H funding allocations in support of the County's Homeless Initiative (HI) strategies to combat homelessness in the San Gabriel Valley;

C. The SGVCOG received funding from the State of California via the 2019 Budget Trailer bill for the purposes of combating homelessness in the San Gabriel Valley;

D. The SGVCOG allocated a portion of this funding towards the implementation of member cities previously developed homeless plans, the development of programs to prevent homelessness, the implementation of pilot programs, and the implementation of a landlord education and incentive program;

E. The City of South El Monte seeks to develop homeless programs;

F. The City of South El Monte's homeless programs will support strategies and solutions to prevent and decrease homelessness within the City, based on local concerns and priorities;

G. The City of South El Monte and the SGVCOG have a shared desire to successfully develop homeless programs, as defined in the attached scope of work (Exhibit A), to combat homelessness in the San Gabriel Valley; and

H. The City of South El Monte and the SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOA.

NOW, THEREFORE, the Parties agree to the following:

I. TERM:

The term of this MOA shall commence upon execution of the MOA by all Parties and shall continue through the date upon which all eligible expenditures have been reimbursed. The term of this MOA may be extended by mutual agreement of both Parties by way of an amendment to this MOA.

II. RESPONSIBILITIES OF EACH OF THE PARTIES:

A. SGVCOG

1. Undertake procurement, execute, and manage consultant and service provider contracts as necessary for regional homeless programs.
2. Review and pay properly submitted invoices for regional homeless programs and eligible City homeless program activities.
3. Manage invoicing and reporting schedules and deadlines.
4. Review submitted deliverables and reports from the City and notify City as to any additional that is required.
5. Coordinate participation in conference calls and/or meetings as necessary.
6. Review and approve procurement procedures for City's use of funds.
7. Hold monthly Homeless Working Group meetings with City's project manager to support information sharing.
8. Provide payment to the City within 30 days of approval of a City's invoice.

B. City of South El Monte

1. Must maintain membership in the SGVCOG during the entire term of this MOA.
2. Participate in monthly Homeless Working Group meeting.
3. Provide a point-of-contact with name, title, and contact information.
4. Participate in scheduled conference calls and/or meetings throughout the term of this MOA.
5. Manage the homeless programs and activities to be implemented by the City, as such are described in Exhibit A.
6. Respond to SGVCOG requests related to the City of South El Monte's programs in a timely manner.
7. Submit procurement procedures for City of South El Monte's use of funds under this MOA for approval by the SGVCOG.
8. Procure and administer funding received from the SGVCOG in accordance with SGVCOG-approved procurement procedures. Submit contracts or purchase orders executed with third-party vendors to the SGVCOG for authorization prior to the performance of work thereunder for which the City will be requesting reimbursement.
9. Submit rates for City of South El Monte staff time for SGVCOG approval prior to city staff performing work for which the City of South El Monte will seek reimbursement.
10. Submit deliverables and reports to the SGVCOG in accordance with the schedule included in Exhibit A.
11. Submit invoices to the SGVCOG in accordance with the schedule included in Exhibit B.
 - a. For homeless plan implementation and pilot programs, submit quarterly invoices on a reimbursement basis.
 - b. For prevention and diversion program, submit monthly invoices and provide evidence to the reasonable satisfaction of SGVCOG that funds have been expended in accordance with this MOA, as a condition precedent to receipt of next allotment of \$5,000.

III. PROJECT MANAGEMENT:

- A. For purposes of this MOA, the SGVCOG designates the following individual as its Project Manager:

Samantha Matthews
SGVCOG Management Analyst
1000 S. Fremont Ave, Unit 42
Bldg. A10-N, Suite 10210
Alhambra, CA 91803
626.457.1800
smatthews@sgvcog.org

- B. For purposes of this MOA, the City of South El Monte designates the following individual as its Project Manager:

Name Richard Xavier Corral
Title Principal Consultant
Address 125 E. Broadway #258 Glendale, CA 91205
Phone 213-840-8568
Email richard@corralconsulting.com

- C. Additional parties' contacts include the following individuals:

Marisa Creter
Executive Director
San Gabriel Valley Council of Governments
mcreter@sgvcog.org

- D. Either Party may change its Project Manager or contacts upon written notice to the other Party.

IV. TERMINATION:

- A. This MOA may be terminated by either Party at any time and for any reason. Termination will occur 30 days after written notice is issued by a Party to the other Party's Project Manager. The City of South El Monte shall stop work and not incur any additional expenses upon receipt of or issuance of such notice, except that which is reasonable and necessary to effectuate the termination. The City of South El Monte shall be entitled to reimbursement for eligible expenses that are reasonably and necessarily incurred up to the date that such termination is effective.
- B. This MOA may be terminated for cause at any time for a material default by one of the Parties upon written notice to the applicable Project Manager. In the event of termination for cause, termination will be in effect three days after deposit of the written notice in the U.S. Mail, postage pre-paid, unless otherwise stated at a later time in the written notice.

V. INSURANCE AND INDEMNITY:

- A. Neither the SGVCOG or its respective officers, employees, consultants or volunteers (the "SGVCOG Indemnites"), shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by the City

of South El Monte or its respective officers, agents, employees, or volunteers under or in connection with the performance of this MOA.

- B. Neither the City of South El Monte or its respective officers, employees, consultants or volunteers (the “City Indemnitees”), shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by the SGVCOG or its respective officers, agents, employees, or volunteers under or in connection with the performance of this MOA
- C. The City of South El Monte shall indemnify, defend and hold the SGVCOG Indemnitees harmless from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from the City of South El Monte’s obligations under this MOA, unless caused by the negligence or willful misconduct of SGVCOG.
- D. The SGVCOG shall indemnify, defend and hold the City Indemnitees harmless from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from the SGVCOG’s obligations under of this MOA, unless caused by the negligence or willful misconduct of the City of South El Monte.

VI. OTHER TERMS AND CONDITIONS:

- A. In performing this MOA, neither the City of South El Monte nor SGVCOG is a contractor, agent or employer of the other. Neither the City of South El Monte or SGVCOG shall represent themselves as contractors, agents or employees of the other Party and shall have no powers to bind the other Party in contract or otherwise.
- B. This MOA, along with the applicable funding requirements of the SGVCOG’s agreement with the County of Los Angeles, constitute the entire understanding between the Parties, with respect to the subject matter herein. The MOA shall not be amended except in writing signed by the Parties.
- C. Neither Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, pandemic, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOA.

- D. Neither Party shall assign this MOA, or any part thereof, without the prior written consent and prior approval of the other Party, nor any assignment without consent shall be void and unenforceable.
- E. This Agreement shall be governed by California law and any applicable federal law.
- F. If any provision of this MOA 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.
- G. The terms of this MOA shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective approved successors and assigns.

In witness whereof, the Parties enter into this MOA on the date of last execution by the Parties.

FOR THE CITY OF SOUTH EL MONTE

By: _____
Rachel Barbosa
City Manager

Date: _____

APPROVED AS TO FORM:

Anthony R. Taylor
City Attorney

FOR THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

By: _____
Marisa Creter
Executive Director

Date: _____

APPROVED AS TO FORM:

David DeBerry
General Counsel



City Council Agenda Report

**Agenda
Item No.
9.b.**

DATE: July 14, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-78
APPROVING A MEMORANDUM OF UNDERSTANDING
(MOU) WITH HOMELESS COHORT CITIES (BALDWIN
PARK, EL MONTE, SOUTH EL MONTE) TO IMPLEMENT
MEASURE-H CITIES HOMELESS PLAN GRANT FUNDS

SUMMARY: The cities of South El Monte, El Monte, and Baldwin Park (“Cities”) and the County of Los Angeles have been working cooperatively to address issues related to homeless individuals and individuals at risk of homelessness. To that end, the County released the 2018 Cities Homelessness Plan Implementation Request for Proposals in September 2018. In response, the cities submitted a collaborative proposal for the receipt of Measure H funds, the County’s funding source to prevent and combat homelessness. The Cities have now been awarded a grant under the 2018 Cities Homelessness Plan Implementation Program in the amount of \$1,074,820 (the “Grant Funds”). The purpose of this Memorandum of Understanding (“MOU”) is to provide the basic understanding between the Cities with respect to the receipt and use of Grant Funds and to set forth basic provisions that the Cities contemplate to utilize for the shared services as a collaborative team.

RECOMMENDATION: Staff recommends that the City Council approve the MOU by and among the City of Baldwin Park, the City of El Monte, and the City of South El Monte.

FISCAL IMPACT: To meet the Grant Funds requirements, each of the cities of Baldwin Park, El Monte, and South El Monte will make an in-kind contribution by providing office space, parking, utilities, etc. over the 18-month term of the grant.

There is no fiscal impact to the City.

DISCUSSION: As part of the Cities' collaborative proposal, the Cities proposed to increase the supply of permanent and interim housing for people experiencing homelessness through the following activities: Permanent Supportive Housing, Land Assessment, Accessory Dwelling Unit (ADU) Ordinance Review, and the Creation of a Regional Housing Trust Fund.

In addition, the collaborative proposal proposed to implement a variety of integrated activities comprised of a pilot program to strengthen the Cities' sub-regional continuum of care of the San Gabriel Valley. These proposed activities complement County and the Cities' services by enabling a selected contractor to hire a dedicated full-time Case Worker Coordinator to support Housing Navigation and other homeless service providers and also to hire case management staff.

The Cities' goal is to decrease homelessness in the three cities by engaging those individuals experiencing homelessness and directing them to essential supportive services that remove barriers and move them into permanent housing. Other proposed activities include launching a local homeless prevention/diversion program for individuals and/or families in need and support the El Monte Access Center to centralize homeless prevention activities. The Cities will also implement a landlord engagement and incentives program to increase housing units and stabilize clients. Additionally, the Cities will establish a navigation center with available lockers and make available showers for people experiencing homelessness. To further support and stabilize individuals and families at risk of or experiencing homelessness, the Cities will ensure connections to employment services and assistance, as appropriate.

The MOU memorializes the City's receipt of the Grant Funds and outlines the roles and responsibilities of each City. The term of the MOU is until June 30, 2021. The City of Baldwin Park will act as the administrator in communicating with the County, seeking reimbursements from the County for the Grant Funds, and administering the program for the Cities.

In addition, individuals will be selected from each City to comprise the Cities Implementation Team to perform the required tasks and scope of work set forth in the Cities' collaborative proposal. The Cities Implementation Team may select a contractor to oversee various aspects of the program and to implement the required actions identified in the scope of work approved by the County, as identified in the contract between the County and the Cities.

Furthermore, as a requirement for the receipt of the Grant Funds, each City is required to make in-kind contributions by providing office space, parking, utilities, and the like over the term of the MOU.

ATTACHMENTS:

[Attachment A - Resolution No. 20-78](#)

Attachment B - CoHort MOU

ATTACHMENT A

RESOLUTION NO. 20-78

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BY AND AMONG THE CITY OF SOUTH EL MONTE, CITY OF EL MONTE, AND CITY OF BALDWIN PARK TO IMPLEMENT THE MEASURE-H CITIES HOMELESS PLAN GRANT FUNDS

WHEREAS, the cities of South El Monte, El Monte, and Baldwin Park (“Cities”) and the County of Los Angeles (“County”) have been working cooperatively to address issues related to homeless individuals and individuals at risk of homelessness; and

WHEREAS, the County released the 2018 Cities Homelessness Plan Implementation Request for Proposals in September 2018 to provide grant funding to certain cities from the County’s Measure H Funds, the County’s funding source to prevent and combat homelessness; and

WHEREAS, in response to the County’s Request for Proposals, the Cities submitted a collaborative proposal for the receipt of Measure H funds; and

WHEREAS, the Cities were awarded a grant under the 2018 Cities Homelessness Plan Implementation Program in the amount of \$1,074,820 (the “Grant Funds”), which was memorialized in Contract Number AO-20-610 between the County and the Cities (“County Contract”); and

WHEREAS, the Cities now desire to enter into a Memorandum of Understanding (“MOU”) to provide the basic understanding between the Cities with respect to the receipt and use of Grant Funds and to set forth basic provisions that the Cities contemplate to utilize for the shared services as a collaborative team to prevent and combat homelessness, as specified in the Cities proposal to the County and the County Contract.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South El Monte as follows:

SECTION 1. The City Council hereby approves a Memorandum of Understanding (MOU) by and among the City, the City of El Monte, and the City of Baldwin Park to work cooperatively to address issues related to homeless individuals and individuals at risk of homelessness.

SECTION 2. The City Council hereby approves the MOU to provide the basic understanding between the Cities with respect to the receipt and use of the Grant Funds and to set forth basic provisions that the Cities contemplate to utilize for the shared services as a collaborative team, as specified in the Cities proposal to the County and the County Contract.

SECTION 3. The City Manager shall execute the agreement and the MOU of behalf of the City, subject to modification and approval by the City Attorney’s Office.

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

PASSED, APPROVED AND ADOPTED this 14th day of July, 2020.

Gloria Olmos, Mayor

ATTEST:

Donna Schwartz, City Clerk

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

I, Donna Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-78 was passed and approved by the City Council of the City of South El Monte, at an adjourned regular meeting of said Council held on the 14th day of July, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna Schwartz, City Clerk

ATTACHMENT B

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE CITY OF BALDWIN PARK, THE CITY OF EL MONTE
AND THE CITY OF SOUTH EL MONTE

This Memorandum of Understanding (“MOU”) dated as of the 14th day of July, 2020, is between the City of Baldwin Park, a municipal corporation; the City of El Monte, a municipal corporation; City of South El Monte, a municipal corporation; (the aforementioned cities are sometimes referred to herein individually as “City” and collectively as “Cities”).

RECITALS

A. The Cities and the County of Los Angeles have been working cooperatively to address issues related to homeless individuals and individuals at risk of homelessness. To that end, the County released the 2018 Cities Homelessness Plan Implementation Request for Proposals in September 2018. The Cities submitted a collaborative Priority Area 1 and Priority Area 2 Proposal.

B. The Priority Area 1 application proposed to increase the supply of permanent supportive and interim housing for people experiencing homelessness through the following activities:

- Permanent Supportive Housing, Land Assessment, Accessory Dwelling Unit (ADU) Ordinance Review, Support the Creation of a Regional Housing Trust Fund

C. The Priority Area 2 Proposal application proposed to implement **a variety of** integrated activities that comprise a pilot program to strengthen the Cities’ sub-regional continuum of care of the San Gabriel Valley. These proposed activities complement County and City service systems by enabling the SGV Cohort to—These activities will complement County and City service systems by enabling a selected contractor to hire a dedicated full-time Case Worker Coordinator to support Housing Navigation and other homeless service providers and city case management staff. The Cities’ goal is to decrease homelessness in the three cities by engaging those individuals experiencing homelessness and directing them to essential supportive services to remove barriers and move them into permanent housing. **Other proposed activities include launching a local homeless prevention/diversion program for individuals and/or families in need and support the El Monte Access Center to centralize homeless prevention activities.** The cohort will also implement a landlord engagement and incentives program to increase housing units and stabilize clients. Additionally, the Cohort will establish a navigation center with available lockers and make available showers for people experiencing homelessness. To further support and stabilize individuals and families at risk of or experiencing homelessness, the Cohort will ensure connections to employment services and assistance, as appropriate.

The above referenced Priority Area 2 projects support the goals of each of the Cohort’s

homelessness plans as described above and addresses HI strategies A1, A5, B3, B4, C1, C2, C7, D5, E6, E7, and E8

D. Additionally, The Cities have now been awarded a grant under the 2018 Cities Homelessness Plan Implementation Program in the amount of \$1,074,820 (the “Grant Funds”).

E. The purpose of this MOU is to provide the basic understanding between the Cities with respect to the Grant Funds and to set forth basic provisions that the Cities contemplate to utilize the shared services as a collaborative team.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties hereto agree as follows:

I. Term:

Term: This MOU shall be effective as of the date the last City has executed the same (“Effective Date”). This MOU shall remain in full force and effect until June 30th 2021 (“Term”), unless sooner terminated or extended, in whole or in part, as provided in the in Contract Number AO-20-610 (Exhibit 1) as agreed to by the County of Los Angeles and the Cities.

II. CITIES RESPONSIBILITIES:

A. The Grant Funds will be used in agreement with the following scope of work provided in the in Contract Number AO-20-610 (Exhibit A) as agreed to by the County of Los Angeles and the Cities.

Priority Area 1: The Cohort will work together to immediately increase the supply of interim and permanent housing within its jurisdiction. The cohort will work with a consultant to implement an interim housing program, using motel vouchers and a rapid re-housing program.

Interim Housing: The Cohort will expand the number of motel partnerships available to provide interim housing at an affordable rate for the grant period. This approach will increase the availability of immediate shelter opportunities and build trust with clients to enhance connection to the Coordinated Entry System (CES). The following motels have been identified as potential partners for interim housing:

- Grand Park Inn, 13921 Francisquito Ave. Baldwin Park
- Motel 6, 14510 Garvey Ave. Baldwin Park

- Sierra Inn, 1171 Durfee Ave. South El Monte
- Ramada Inn, 1089 Santa Anita Ave. South El Monte
- Motel 6, 1228 N Durfee Ave, South El Monte

Permanent Housing: The Cohort will also leverage services of the Baldwin Park Housing Authority, serving as the administrator of the Rapid Rehousing Program, and will ensure best practices are employed, and clients are quickly re-housed and stabilized. The Rapid Re-Housing funds will provide for a variety of assistance, including: short-term or medium-term rental assistance and housing relocation and stabilization services, including such activities as mediation, credit counseling, security or utility deposits, utility payments, moving cost assistance, and case management. To be eligible to rapid rehousing services, individuals or families must be homeless or at risk of becoming homeless and: 1) be at or below 50% of the Area Median Income; 2) have at least an initial consultation with housing navigator/coordinator to determine need; and 3) be in a housing circumstance that no appropriate subsequent housing options have been identified and the household lacks the financial resources and support networks needed to obtain immediate housing or remain in existing housing.

Land Assessment: The Cohort will explore opportunities to identify vacant or underutilized public land for affordable/supportive housing and evaluate how to utilize parcels of land and available funds resulting from the dissolution of the Redevelopment Agency for affordable/supportive housing.

Accessory Dwelling Unit (ADU) Ordinance Review: The Cohort will review their ADU ordinances to explore aligning Ordinances to maximize efforts to prevent and combat homelessness by providing incentives or fee waivers for ADUs used for homeless housing.

The above referenced Priority Area I projects support the goals of each of the Cohort's homelessness plans as described above and addresses HI strategies B3, E7, E8, F4, F6, and F7. EXHIBIT A STATEMENT OF WORK The City of Baldwin Park will also subcontract with the Cohort to support the creation of a Regional Housing Trust Fund, which will establish a source of funds to support the preservation and production of supportive, homeless, affordable and other manner of housing in the region. This project addresses HI strategy F7.

Priority Area 2: The Cohort Cities will implement several integrated activities that comprise a services program to strengthen the continuum of care for the 775 people experiencing homelessness within their sub-region of the San Gabriel Valley. These activities will complement County and City service systems by enabling a selected contractor to hire a dedicated full-

time Case Worker Coordinator to support Housing Navigation and other homeless service provider and city case management staff.

Other proposed activities include launching a local homeless prevention/diversion program for individuals and/or families in need and supporting the Access Center to centralize homeless prevention activities.

The cohort will also implement a landlord engagement and incentives program to increase housing units and stabilize clients.

Additionally, the Cohort will establish a navigation center with available lockers and make available showers for people experiencing homelessness.

To further support and stabilize individuals and families at risk of or experiencing homelessness, the Cohort will ensure connections to employment services and assistance, as appropriate.

The above referenced Priority Area 2 projects support the goals of each of the Cohort's homelessness plans as described above and addresses HI strategies A1, A5, B3, B4, C1, C2, C7, D5, E6, E7, and E8

B. To meet the Grant Funds requirements, the cities of Baldwin Park, El Monte and South El Monte will make an in-kind contribution by providing office space, parking, utilities, etc. over the 18-month term of the grant met as set forth in Exhibit B1 of Contract Number **AO-20-610**.

C. The Cities hereby warrant, represent, and covenant that each City will comply with all applicable local, state or federal guidelines, regulations, requirements and statutes and/or as required under the laws or regulations relating to the source of the Grant Funds to be transferred by the County to the Cities pursuant to this MOU, and will not use the Grant Funds for costs associated with activities in violation of any law or for any activity inconsistent with the requirements and purposes set forth in this MOU.

D. Baldwin Park will be the lead agency in respect to contracting with the County for the Grant Funds and administration of the Grant Funds. Baldwin Park will process/submit reimbursement requests to the County, and submit quarterly and final reporting to the County.

E. Each City shall maintain records related to the program operation and use of Grant Funds for five (5) years following the expiration of this MOU.

III. CONTRACTOR SELECTION AND ADMINISTRATION:

A. The Cities proposal identifies an individual from each City that will comprise the Cities Implementation Team. The members of the Cities Implementation Team will meet as often as necessary to review program implementation and to perform the scope of work set forth in the Proposal.

B. The requirements of this MOU must align as set forth in Contract Number AO-20-610 and may not be subcontracted by the contractor without the advance approval of the County. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract. If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request: 8.40.2.1 A description of the work to be performed by the subcontractor; 8.40.2.2 A draft copy of the proposed subcontract; and 8.40.2.3 Other pertinent information and/or certifications requested by the County.

C. The Cities Implementation Team has identified the San Gabriel Valley Council of Governments (SGVCOG) as the contracted provider to complete the scope of work to support the Regional Housing Trust Fund.

D. The Cities, after consultation with the City Attorney of each City, will ensure the contract terms meet program requirements for the Grant Funds and address all required obligations, including but not limited to insurance, indemnification, and non-discrimination, prohibition on religious activity, recordkeeping, invoice procedures and program reporting.

E. Any amendments to the contract term, amount, or scope of work will be discussed and agreed upon by the Cities. No City will authorize the Contractors to exceed the contracted costs without the prior written consent and approval of all three Cities.

F. Should any of the Cities engage the contractors to initiate a specific task unique to their organization, the financial obligation and project management for that specific task will be the sole responsibility of that City and will not be covered under this MOU or the service contract executed to implement this MOU.

F. The obligations and participation of the County under this MOU shall be limited solely to the issuance of the Funds to the Cities in accordance with the requirements of this MOU or the terms/legal requirements of the source of the Funds.

IV. THIRD PARTY LIABILITY AND INDEMNIFICATION:

A. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Cities or any City in fulfillment of their responsibilities under this MOU, such liability, loss, or damage shall be borne by each City in relation to each City's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Cities, or any City or their officer, employees, or agents, respectively, as provided by law.

B. Each City which is a party to this MOU agrees to cooperate with the other Cities in the operation of their respective risk management systems, insofar as such operation relates to this MOU. Each party agrees that if any incident, loss, damage, or claim occurs and is reported as a part of its respective risk management system arising out of the activities involved with this MOU, such report will be immediately delivered to the members of the City Implementation Team. It is agreed and understood that said reports will be held in the strictest of confidence and that each party agrees to cooperate fully with the other in the investigation and resolution of the incident or liability exposure revealed as a result of its respective risk management system.

C. This MOU is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.

D. Each City shall each defend, indemnify and hold harmless each other as well as their respective officers, agents and employees from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, or employees when performing any activities or obligations required of that party under this MOU.

V. MISCELLANEOUS

A. Cities shall have no right to assign this MOU without the express written approval of the County. This MOU shall be binding upon and inure to the benefit of the Cities and their permitted successors, assigns and legal representatives.

B. This MOU (including for the purpose of clarity, the recitals, to this MOU), contains the entire agreement between the Cities with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein

C. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the authorized representative from each City; no oral understanding or agreement not incorporated herein shall be binding on any of the Cities.

D. The Cities hereby certify compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 2, attached hereto and incorporated herein by reference.

E. In the event a City defaults in the performance of any of their obligations under this MOU or materially breaches any of the provisions of this MOU, the non-breaching Cities may enforce this MOU through any available remedies.

F. Notices or other communications, which may be required or provided under the terms of this MOU, shall be given to the individuals identified for each City in the Proposal as a member of the City Implementation Team. All notices shall be in writing and deemed effective when delivered in person or deposited in the United States mail, first class, postage prepaid and addressed as above. Any notices, correspondence,

reports and/or statements authorized or required by this MOU, addressed in any other fashion shall be deemed not given.

City of Baldwin Park:

City of Baldwin Park
14403 E. Pacific Avenue
Baldwin Park, CA 91706

City of El Monte :

City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

City of South El Monte

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

G. In any action or proceeding to enforce or interpret any provision of this MOU, or where any provision hereof is validly asserted as a defense, the Parties shall bear their own attorney's fees, costs and expenses.

H. Each Party warrants, represents, and covenants that the execution, delivery and performance of this MOU have been duly authorized by all necessary action of such Party's governing board, and the person executing this MOU on behalf of such Party has been duly authorized and empowered to do so on behalf of such Party.

I. The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this MOU. In the event of any legal action to enforce or interpret this Contract, the laws of state of California shall apply and the Venue shall be Los Angeles County.

J. Any City shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to any incidence of fire or flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material wrongful act or omission by the other Party; when satisfactory evidence of such cause is presented to the other City, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the City not performing.

K. Each City agrees that the insurance held by the other, whether commercial or self-insurance is sufficient for the purpose of this MOU.

L. This MOU may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement.

M. Authority and Signatures: The individuals signing this MOU, and its exhibits, which are incorporated herein by reference, have the authority to commit the City they represent to the terms of this MOU, and do so commit by signing.

(Signatures on Following Page)

**SIGNATURE PAGE FOR
MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE CITY OF BALDWIN PARK, THE CITY OF EL MONTE
AND THE CITY OF SOUTH EL MONTE**

CITY OF BALDWIN PARK, CALIFORNIA

By: _____
Shannon Yauchzee,
Chief Executive Officer

Approved as to Form

By: _____
Robert Tafoya
Deputy City Attorney

CITY OF EL MONTE, CALIFORNIA

By: _____
Alma K. Martinez
City Manager

Approved as to Form

By: _____
City Attorney

CITY OF SOUTH EL MONTE, CALIFORNIA

By: _____
Rachel Barbosa
City Manager

Approved as to Form

By: _____
Anthony Taylor

Exhibit 1

County Contract Number AO-20-610

Exhibit 2

State of California
GOVERNMENT CODE
Section 8355

8355. (a) Every person or organization awarded a contract or a grant for the procurement of any property or services from any state agency shall certify to the contracting or granting agency that it will provide a drug-free workplace by doing all of the following:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

(2) Establishing a drug-free awareness program to inform employees about all of the following:

(A) The dangers of drug abuse in the workplace.

(B) The person's or organization's policy of maintaining a drug-free workplace.

(C) Any available drug counseling, rehabilitation, and employee assistance programs.

(D) The penalties that may be imposed upon employees for drug abuse violations.

(3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

(b) (1) The certification requirement set forth in subdivision (a) does not apply to a credit card purchase of goods of two thousand five hundred dollars (\$2,500) or less.

(2) The total amount of exemption authorized herein shall not exceed seven thousand five hundred dollars (\$7,500) per year for each company from which a state agency is purchasing goods by credit card. It shall be the responsibility of each state agency to monitor the use of this exemption and adhere to these restrictions on these purchases.

(Amended by Stats. 2005, Ch. 381, Sec. 1. Effective January 1, 2006.)



City Council Agenda Report

**Agenda
Item No.
9.c.**

DATE: July 14, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: UPDATE TO THE RENAMING OF ADELIA AVENUE TO AMRO AVENUE

SUMMARY: The City was approached by owners of AMRO located at 1430 and 1440 Adelia Avenue to request the street name be changed from Adelia Avenue to Amro Avenue. The proposal would change a section of Adelia south of Alesia Street to Amro Avenue. This will impact roughly ten properties.

RECOMMENDATION: Staff recommends City Council receive and file staff report.

FISCAL IMPACT: There is no fiscal impact at this time

DISCUSSION: The City was approached by owners of AMRO located at 1430 and 1440 Adelia Avenue to request the street name be changed from Adelia Avenue to Amro Avenue. The name change does require a public hearing notice. Staff will prepare the notice for the up coming July 28th City Council meeting. Notices will be sent out to a 300 foot radius of the proposed street name change location 10 days prior to the July 28th City Council meeting. Approximately ten properties will be impacted by the street name change. They are; 1430, 1440, 1441, 1443 Suite A, 1443 Suite B, 1445 Suite A, 1445 Suite B, and 1450 Adelia Avenue and 1432, 1452 Chico Avenue.

The owners of Amro wish to have the name change in place by August 4th in time for a planned celebration at their facility. Due to the short time period and possibly the implementation of the official name change after the public hearing, staff can make available the new street sign Amro Avenue and install it just for the August 4th celebration. The street sign would be covered up until it has been approved and the impacted addresses are update with LA County and the post office.

ATTACHMENTS:



City Council Agenda Report

**Agenda
Item No.
9.d.**

DATE: July 14, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: CONSIDERATION OF THE FOLLOWING
RESOLUTIONS/ACTIONS: 1. RESOLUTION NO. 20-79
CALLING AND GIVING NOTICE THAT THE CITY IS
SUBMITTING A GENERAL TRANSACTIONS AND USE
(SALES) TAX MEASURE FOR THE GENERAL
MUNICIPAL ELECTION ON NOVEMBER 3, 2020 AND
APPROVING THE PROPOSED SALES TAX
ORDINANCE; 2. RESOLUTION NO. 20-80 REGARDING
THE DIRECT ARGUMENTS, SELECTION OF
ARGUMENTS IF MULTIPLE ARGUMENTS ARE
ACCEPTED, AND IMPARTIAL ANALYSIS FOR THE
PROPOSED GENERAL SALES TAX MEASURE; 3.
RESOLUTION NO. 20-81 REGARDING REBUTTAL
ARGUMENTS TO THE PROPOSED GENERAL SALES
TAX MEASURE; 4. IF THE RESOLUTIONS ABOVE ARE
ADOPTED, THEN CONDUCT THE FIRST READING, BY
TITLE ONLY, OF AN ORDINANCE RELATING TO THE
PROPOSED GENERAL SALES TAX MEASURE

SUMMARY: The resolutions will allow the City to submit to the voters at the November 3, 2020 General Municipal Election a Measure to establish a transaction and use tax in the City of South El Monte.

RECOMMENDATION: Staff recommends City Council consider the following: 1. Adopt Resolution No. 20-79 calling and giving notice that on the November 3, 2020 General Municipal Election that the City is submitting a general transactions and use (sales) tax measure to the City's voters; approving the proposed sales tax ordinance; and requesting

the County of Los Angeles to consolidate/incorporate the ballot measure as part of the local election matters on that date. 2. Adopt Resolution No. 20-80 regarding the direct arguments to the proposed general sales tax measure; selection of arguments if multiple arguments are submitted; and impartial analysis. 3. Adopt Resolution No. 20-81 authorizing rebuttal arguments to the proposed general sales tax measure. 4. If the resolutions above are adopted, then conduct the first reading, by title only, of an ordinance relating to the proposed general sales tax measure.

FISCAL IMPACT: The estimated cost to add the proposed sales tax measure to the general election ballot on November 3, 2020 is \$27,500. This includes \$2,500 to consolidate the election with the Los Angeles County Registrar-Recorder/County Clerk; \$20,000 for conducting Public Education Services; and \$5,000 for Legal Advertising and Translation Services.

Staff estimates that the projected increase in revenue to the City if the voters approve an additional transaction and use tax at the rate of ¼% will be approximately \$1 million dollars per year.

DISCUSSION: 1. Background.

On June 29, 2020, the City Council adopted Resolution No. 20-73 that approved the FY 20-21 Annual Budget. The General Fund portion of the FY 2020-21 budget reflects a one year \$2.4 million deficit. Much of this operating deficit can be traced back to the loss of the Redevelopment Agency tax increment revenue. Starting in mid-fiscal year 2012 the State of California dissolved all the Redevelopment Agencies. No actions were taken by the City to replace the lost revenues. When the State of California took over control of all the Redevelopment Agencies, they gained control of the property tax revenues generated from all the property improvements and the increased property valuations. The City's annual revenue loss by the State's takeover action is approximately \$1.8 million, which has never been replaced. The ending General Fund balance at the end of FY 2020-21 is projected to be \$3.3 million. Staff forecasting reflects that the General Fund will be in a deficit balance within the next two to three years, if actions are not taken.

As part of the Budget Study Sessions conducted on June 22nd and 23rd, various proposed strategies were discussed with City Council to address the budget deficit and shrinking General Fund balance. The proposed general sales tax measure was one of the proposed actions to help address a portion of the General Fund deficit this year and improve the City's financial health in the years to come. This proposed tax measure has been widely implemented throughout Los Angeles County. Currently, 21 out of the 88 cities in Los Angeles County (24%) have already received voter approval by passing legislation providing for the 10.25% sales and use tax rate. For those cities that have implemented the sales tax measure it has proven to be an ongoing and reliable revenue source to address operating requirements.

The FY 2020-21 adopted budget reflects costs that have been continuing to experience large increases each year, which are difficult to control, since there are not any new General Fund revenue sources to help pay for the cost increases. This results in less funds available for programming requirements meeting the needs of the community.

- The City's insurance program through the California Joint Powers Insurance Authority (CJPIA) is budgeted for FY2020-21 year at \$620,749, while just three years in the FY 2017-18 Annual Budget the same insurance was \$397,777. This represents an increase of \$222,972 or 56%.

- Police services provided by the LA County Sheriff has seen a steady increase. The total police services contract for FY 2020-21 is \$5,624,256, whereas in FY 2016-2017 the same services were \$4,829,962. This represents a five-year increase of \$794,294 or 16.4%. The contract with the LA County Sheriff represents 36% of the FY 20-21 budgeted General Fund Expenditures.

- The City has an \$8.7 million unfunded CalPERS pension liability. This liability is no fault of the City, rather it is the result of CalPERS not being able to achieve forecasted rates of return due to market conditions and their portfolio decisions. However, the City is still responsible for paying this liability, as it is required under the terms of being a CalPERS member agency. For Fiscal Year 2020-21, the budgeted unfunded liability payment to be made to CalPERS is \$589,000. The unfunded pension liability payment made to CalPERS each year continues to grow. For example, in the FY 2017 budget the unfunded pension liability payment to CalPERS was \$284,200. When compared to the current FY 2020-21 budget, the same unfunded CalPERS pension liability payment is \$589,000. This is an increase of \$304,800, equating to 107%, when comparing these time periods. Each year the increased unfunded CalPERS pension liability takes away from funds that could be used for programming in the community. There has been no new revenue source developed to address the increased unfunded pension liability payments.

Further, other government agencies like the County of Los Angeles, continue to navigate funds away that should be applied at the City's direction to maintain local services and combat issues such as homelessness on our City streets; facilities; and the opportunity to improve our transportation corridors. Even in the face of these major funding challenges, positive actions have been taken to maintain City services, without major budget reductions, among which include the following:

- Utilize its reserve balances to maintain City service levels.
- Deferring City facilities and roads maintenance and improvements.
- Seeking one-time funds to offset loss of General Fund and reserve balances.

Even with the challenging economic conditions, there has been a commitment by the City to maintain service levels in order to meet the needs of the community. Unfortunately, the reserves have been used to offset the projected deficit of \$2.4 million deficit in FY

2020-21. Adequate reserves are critical in terms of the City's solvency and the continued use of reserve balances is not sustainable.

Faced with the increasing imbalance between core discretionary revenues and essential operating costs is a decreasing level in reserve balances. Staff recommends adoption of the proposed resolutions to provide additional needed revenues by submitting a transaction and use tax (commonly known as a "sales tax") to the voters for approval at the election and requesting that the County of Los Angeles consolidate the general municipal election with the statewide Presidential general election to be held on the same date. The measure is entitled the "South El Monte Essential Services Protection Measure." Staff will also continue to explore other strategies to generate additional revenue and cost savings measures to further reduce the imbalance that exists.

In 2019, the City Council hired Fairbank, Maslin, Maullin, Metz and Associates who conducted a City resident survey during the period of September 19, 2019 through October 6, 2019. This included soliciting input on City services and potential tax measures, including a local transaction and use tax measure. A copy of this survey is located at Attachment E. At that time the results revealed strong positive support for the proposed tax measure. However, it is recognized that the impact of COVID-19 will have some impact on resident opinions. Nevertheless, it is strongly believed there will be continued community support by residents since providing uninterrupted and quality services is expected.

Pursuant to state law, the voters have the ultimate power to adopt or reject an ordinance that establishes a local transaction and use tax. As the first step, the City Council must approve and vote to submit the ordinance by a vote of at least two-thirds of the full membership of the Council. The ordinance to be approved by the voters is attached as Attachment D of this Staff Report (and will be included in Exhibit A to Resolution No 20-79).

2. Proposed Sales Tax Ordinance

California law effectively "caps" the City's sale tax at a maximum rate of 10.25%. This 10.25% is made up of several county-wide sales taxes, but, of that amount, the City's component is 0.5%, which leaves only 0.25% remaining available to the City to adjust its sales tax revenue from sales generated within the City's boundaries. (See Attachment F for a Breakdown of Sales Tax Distribution).

The City's authority to impose the additional 0.25% of transactions and use tax, commonly referred as a sales tax, is subject to the rate limitation specified in the Revenue & Tax Code Section 7251.1. It should be recognized that other public entities can also take advantage of the remaining 0.25% cap and apply to utilize it, thus taking this revenue option away. For example, initiatives sponsored by Los Angeles County like Measure M and Measure H could occur. Should Los Angeles County have their own tax initiative enacted prior to the City's tax measure, this would preclude the City from having a direct funding source and would then be relegated to receiving only a small portion of a larger

county wide tax revenue that is apportioned based upon city population when compared to Los Angeles County and the other 87 Cities in Los Angeles County.

The City currently has a transactions and use tax of 0.5% in Chapter 3.06 of its Municipal Code. The proposed transactions and use tax ordinance ("Sales Tax") adds a new Chapter 3.07 to the Municipal Code to establish an additional sales tax of 0.25% thereby providing a total City portion of the total sales tax rate of 0.75%. If adopted, the total sales tax in the City of South El Monte will be 10.25%. This new rate will encompass the City's portion and the various county-wide taxes already in place. The proposed ordinance is in Attachment D.

3. Three Election Resolutions

Three election resolutions concerning the proposed general Sales Tax ordinance are presented for City Council consideration:

The first resolution orders the submission of the proposed Sales Tax to the voters at the November 3, 2020, election. As noted above, Exhibit A of this Resolution will be the proposed Sales Tax ordinance (which is in Attachment D of this Staff Report). This resolution is at Attachment A.

The second resolution is concerned with written arguments (both in favor and against) about the Sales Tax ballot measure, as well as directing the City Attorney to prepare an impartial analysis of the proposed Sales Tax ordinance. The second resolution establishes priorities under state law for choosing among multiple arguments. This resolution is at Attachment B.

The third resolution provides for the filing of rebuttal arguments to the primary written arguments. The rebuttal arguments are prepared by the opposite authors of the primary written arguments. This resolution is at Attachment C.

4. Issues Concerning Three Election Resolutions

a. Ballot Label. The first resolution includes a "ballot label" (commonly known as the "ballot question") which describes the proposed Sales Tax ordinance, and which is the question presented to the voters. Ballot labels are limited to 75 words or less. The Council may revise the language used for the ballot label within the following state law restrictions:

i. "If the proposed measure imposes a tax or raises the rate of a tax, the ballot shall include in the statement of the measure to be voted on the amount of money to be raised annually and the rate and duration of the tax to be levied." (Election Code section 13119(b).)

ii. "The statement of the measure shall be a true and impartial synopsis of the purpose of the proposed measure, and shall be in language that is neither argumentative nor likely to create prejudice for or against the measure." (Election Code section 13119(c).)

This proposed Sales Tax is a general tax and the revenue will be deposited into the General Fund and may be spent for unrestricted general revenue purposes; the ballot label may refer to possible uses (while not committing the revenue to those uses).

b. **Argument Authorization.** The second resolution authorizes councilmembers to write arguments concerning the ballot measure by providing space for the City Council to authorize councilmembers to draft arguments. If three or more Councilmembers jointly write a ballot argument, then the Brown Act will require the collaboration to occur at a noticed public meeting.

c. **Rebuttals.** Rebuttal arguments are optional under state law and are allowed at the discretion of the City Council. If the City Council does not desire to authorize rebuttal arguments, then Council should not approve this third election resolution.

5. Procedures

A two-thirds (i.e., 4 Councilmembers) vote of all members of the City Council (Gov't Code § 53724(b); Rev. & Taxation Code Section 7285.9) will be required to pass the resolution to order the submission of the proposed Sales Tax to the voters and to approve the Sales Tax ordinance (note that a unanimous fiscal emergency declaration is not required to submit this Sales Tax measure to the voters since the November 3, 2020 Election is a general municipal election in which councilmembers will be on the ballot). Additionally, Revenue & Taxation Code Section 7285.9 also requires that the City Council approve the Sales Tax ordinance, which includes the City Council conducting the first reading, by title only, of the Sales Tax ordinance, by the same two-thirds vote. The City Council will subsequently adopt the Sales Tax ordinance if it is approved by the voters.

Passage of the Sales Tax measure will require approval by a majority of the voters. The proposed taxes will generate revenue, deposited in the general fund, available for any general governmental purpose. Thus, the taxes are considered "general taxes." Under Proposition 218, the levy of a new general tax must be approved by a majority of voters. (Cal. Const. art. 13C, § 2(b).).

ATTACHMENTS:

[Attachment A - Resolution No. 20-79](#)

[Attachment B - Resolution No. 20-80](#)

[Attachment C - Resolution No. 20-81](#)

[Attachment D - Proposed Sales Tax Ordinance](#)

[Attachment E - Community Issues 2019 Survey](#)

[Attachment F - Breakdown of Current Sales Tax Revenue Components](#)

Attachment A

RESOLUTION NO. 20-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, APPROVING THE ORDINANCE AND CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2020, FOR THE PURPOSE OF SUBMITTING TO THE VOTERS A TRANSACTIONS AND USE GENERAL TAX MEASURE, ENTITLED THE SOUTH EL MONTE ESSENTIAL SERVICES PROTECTION MEASURE, WHICH ADDS CHAPTER 3.07 TO TITLE 3 OF THE SOUTH EL MONTE MUNICIPAL CODE AND ESTABLISHES A TRANSACTIONS AND USE GENERAL TAX AT THE RATE OF 1/4%; AND, IN ACCORDANCE THEREWITH, REQUESTING THE COUNTY OF LOS ANGELES TO CONSOLIDATE THE SUBMISSION OF THIS MEASURE AT THE CITY'S GENERAL MUNICIPAL ELECTION TO BE HELD ON MARCH 3, 2020, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE

WHEREAS, the City currently has a transactions and use general tax pursuant to Chapter 3.06 of the South El Monte Municipal Code at a rate of 1/2% ("Current Sales Tax"); and

WHEREAS, the City Council of the City of South El Monte desires to submit to the voters at a General Municipal Election on November 3, 2020, a ballot measure to consider adopting a proposed ordinance which adds Chapter 3.07 to Title 3 of the South El Monte Municipal Code thereby establishing an additional transactions and use general tax at the rate of 1/4% ("Sales Tax"); and

WHEREAS, approving the Sales Tax requires approval of the majority of voters at either a general or special municipal election; and

WHEREAS, the City Council of the City of South El Monte is authorized and directed by statute to submit to the voters the foregoing ballot measure, and the City Council therefore wishes to have the voters consider the same at a General Municipal Election to be held on November 3, 2020; and

WHEREAS, if adopted, this measure will assist the City in providing general services to its residents, including, but not limited to, services as follows:

- The Sales Tax will assist the City in meeting national standards so that its first responders are in a better position to react to an emergency such as an earthquake. For example, the City's designated Red Cross emergency centers do not have back-up generators to provide electricity during a natural disaster.
- The Sales Tax will assist the City in repairing aging infrastructure and many of the City's facilities, such as its community centers and park buildings. These facilities are over 40 years old and are in desperate need of repairs, with leaking roofs, aging electrical systems,

and deteriorating bathrooms. Without the proposed measure, these facilities may get worse, pose a greater safety hazard, and cost more to fix in the future.

- The number of homeless in the City has nearly tripled in the last three years. The Sales Tax will help the City address homelessness by providing more funding to enable access to local homeless prevention services including job training, health and mental health services, substance abuse treatment, and assistance to prevent home evictions. This will also ensure our business districts, parks and other public areas are safe, clean, and secure for everyone.
- Nearly 2,000 South El Monte kids participate in City-run and supervised after school, summer, gang and drug prevention programs and other low-fee youth programs. The Sales Tax will prevent cuts to these programs so that many South El Monte families can continue relying on these programs to keep kids off the street, safe, and out of trouble.
- The condition of just over half of the City's streets and roads have been rated as only "fair," "poor," "very poor," or "failed" by independent pavement management engineers. The Sales Tax will assist the City in making these essential repairs before the City's streets and roads get worse and more costly to repair.
- The Sales Tax will help keep crime from rising and keep the City's residents and neighborhoods safe by preventing cuts to Sheriff's deputies who are dedicated to investigating and stopping crime and allow the City to expand its neighborhood patrols and reduce Sheriff response times.
- Other general services that the City provides to the South El Monte Community; and

WHEREAS, the Sales Tax will have strict accountability requirements such as public disclosure of all spending and annual independent financial audits that ensure funds are used effectively and as promised, and only to the benefit of the South El Monte community; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General election to held on the same date and that within the City of South El Monte the precincts, polling places and election officers of the two elections be the same, and that the Los Angeles County Registrar of Voters canvass the returns of the General Municipal Election and the election be held in all respects as if there were only one election;

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

Section 1. That pursuant to the requirements of the California Elections Code, Sections 306, 9222 and 1301, there is called and ordered to be held in the City of South El Monte, California, on Tuesday, November 3, 2020, a General Municipal Election for the purpose of submitting to the voters of the City of South El Monte an ordinance which adds Chapter 3.07 to Title 3 of the South El Monte Municipal Code thereby establishing a transactions and use general tax at the rate of 1/4%. As required by Elections Code Section 13247, the abbreviated form of the measure to appear on the ballot is specified below in Section 2 of this Resolution. The measure shall be entitled the

“South El Monte Essential Services Protection Measure.” The City’s designated elections official is hereby authorized and directed to make any changes to the text of the proposition or this resolution as required to conform to any requirements of law.

Section 2. That the City Council of the City of South El Monte hereby orders the following measure be submitted to the voters at the aforementioned general municipal election:

SOUTH EL MONTE ESSENTIAL SERVICES PROTECTION MEASURE. To protect South El Monte’s long term financial stability; maintain 911 emergency response/sheriff’s neighborhood patrols, gang prevention; help prevent thefts/burglaries; maintain streets; improve safe routes to school; keep public areas safe/clean; maintain afterschool programs, youth/senior services, other general services, shall an ordinance establishing a 1/4¢ sales tax generating approximately \$1,000,000 annually until ended by the voters, subject to independent audit be adopted, all funds benefiting South El Monte residents?	YES
	NO

Section 3. That the text of the proposed ordinance as provided above that is to be submitted to the voters is attached as Exhibit “A” to this Resolution (“Ordinance”), and the City Council hereby approves the Ordinance, the form thereof, pursuant to Revenue & Taxation Code Section 7285.9 and approves its submission to the voters at the November 3, 2020, special municipal election. The City’s designated elections official is hereby authorized and directed to make any changes to the text of the Ordinance, or this resolution as required to conform to any requirements of law.

Section 4. That the vote requirement for the measure to pass is a majority (50% +1) of the votes cast.

Section 5. That the City’s designated elections official is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 6. That the ballots to be used at the election shall be in form and content as required by law, and that the election shall be held and conducted in the manner prescribed by law.

Section 7. That the City Council authorizes its designated elections official to administer the election and is authorized, instructed, and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 8. Pursuant to California Election Code Section 10242, the polls for the General Municipal Election shall open at seven o’clock a.m. on the day of the election, and shall

remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, except as otherwise provided in California Election Code Section 14401.

Section 9. That in all particulars not recited in this Resolution, the General Municipal Election shall be held and conducted in accordance with the provisions of law regulating municipal and statewide elections.

Section 10. That notice of the time and place of holding the General Municipal Election is hereby given and the City's designated elections official is authorized, instructed and directed to give further or additional notice of the election, in the time, form and manner required by law.

Section 11. That pursuant to Sections 10402 and 10403 of the Elections Code, the Los Angeles County Board of Supervisors is hereby requested to consent and agree to the consolidation of the General Municipal Election with the election conducted by Los Angeles County to be held on Tuesday, November 3, 2020.

Section 12. That the Los Angeles County Registrar of Voters is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

Section 13. That the Los Angeles County Board of Supervisors is requested to issue instructions to the Los Angeles County Registrar of Voters to take any and all necessary steps for the holding of this consolidated election.

Section 14. That the City of South El Monte recognizes that additional costs will be incurred by Los Angeles County by reason of this consolidation and agrees to reimburse Los Angeles County for any costs.

Section 15. That the designated elections official is hereby directed to file a certified copy of this resolution with the Los Angeles County Board of Supervisors and the Los Angeles County Registrar of Voters.

Section 16. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. This Resolution shall be effective immediately upon passage and adoption.

PASSED, APPROVED AND ADOPTED this 14th day of July, 2020.

Gloria Olmos, Mayor

ATTEST:

Donna Schwartz, City Clerk

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

I, Donna Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-79 was passed and approved by the City Council of the City of South El Monte, at a regular meeting of said Council held on July 14, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna Schwartz, City Clerk

Exhibit A

Attachment B

RESOLUTION NO. 20-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, AUTHORIZING THE DRAFTING OF DIRECT ARGUMENTS, SETTING PRIORITIES FOR FILING WRITTEN ARGUMENT(S) AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS, REGARDING A CITY MEASURE, ENTITLED THE SOUTH EL MONTE ESSENTIAL SERVICES PROTECTION MEASURE, SUBMITTED AT THE GENERAL MUNICIPAL ELECTION ON NOVEMBER 3, 2020

WHEREAS, the City currently has a general transactions and use tax pursuant to Chapter 3.06 of the South El Monte Municipal Code at a rate of 1/2% (“Current Sales Tax”); and

WHEREAS, a General Municipal Election is to be held in the City of South El Monte, California, on November 3, 2020, at which there will be submitted to the voters a ballot measure to consider adopting a proposed ordinance which adds Chapter 3.07 to Title 3 of the South El Monte Municipal Code thereby establishing an additional transactions and use tax at the rate of 1/4% , and the City Council has approved the Ordinance establishing thereof and approved the submission thereof to the voters at the November 3, 2020, General Municipal Election (“Sales Tax”);

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

Section 1. That pursuant to Election Code §§ 9282 and 9287, the City Council hereby authorizes the following council members to prepare a written argument for the foregoing measure:

Section 2. That in the event that more than one argument for or against the foregoing measure is timely submitted, the City Council’s duly appointed elections official shall give preference and priority first, to arguments submitted by a member of the City Council, as authorized by this Resolution, and second, to individual voters, bona fide associations, or a combination thereof, in the order set forth at California Elections Code § 9287.

Section 3. That in accordance with the requirements of Division 9, Chapter 3, Article 4 of the California Elections Code, all written arguments for or against the foregoing measure: (1) shall not exceed three hundred (300) words in length; (2) shall be filed with the City’s designated elections official; (3) shall be accompanied by the printed name(s) and signature(s) of the person(s)

submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of the principal officers who is the author of the argument; and (4) shall be accompanied by the Form of Statement to be Filed by Author(s) of Argument as provided for in California Elections Code § 9600. All written arguments may be changed or withdrawn until and including the date fixed by the City's designated elections official, after which time no arguments for or against the foregoing measure may be submitted to the elections official.

Section 4. That the City Council hereby directs the City's designated elections official to transmit a copy of the foregoing measure to the City Attorney. In accordance with California Elections Code § 9280, the City Attorney is hereby directed to prepare an impartial analysis of the measure, not to exceed five hundred (500) words in length, showing the effect of the measure on the existing law and the operation of the measure. The analysis shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters or by the governing body of the city. In the event the entire text of the measure is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-point bold type, a legend substantially as follows: "The above statement is an impartial analysis of Ordinance or Measure _____. If you desire a copy of the ordinance or measure, please call the elections official's office at (insert telephone number) and a copy will be mailed at no cost to you." The impartial analysis shall be filed by the date set by the City's designated elections official for the filing of primary arguments.

Section 5. That the City's designated elections official shall cause the City Attorney's Impartial Analysis, and duly selected arguments, to be printed and distributed to voters in accordance with State law regarding same.

Section 6. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. This Resolution shall be effective immediately upon passage and adoption.

PASSED, APPROVED AND ADOPTED this 14th day of July, 2020.

Gloria Olmos, Mayor

ATTEST:

Donna Schwartz, City Clerk

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

I, Donna Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-80 was passed and approved by the City Council of the City of South El Monte, at a regular meeting of said Council held on July 14, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna Schwartz, City Clerk

Attachment C

RESOLUTION NO. 20-81

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS REGARDING A CITY MEASURE, ENTITLED SOUTH EL MONTE ESSENTIAL SERVICES PROTECTION MEASURE, SUBMITTED AT THE GENERAL MUNICIPAL ELECTION ON NOVEMBER 3, 2020

WHEREAS, the City currently has a general transactions and use tax pursuant to Chapter 3.06 of the South El Monte Municipal Code at a rate of 1/2% ("Current Sales Tax"); and

WHEREAS, a General Municipal Election is to be held in the City of South El Monte, California, on November 3, 2020, at which there will be submitted to the voters a ballot measure to consider adopting a proposed ordinance which adds Chapter 3.07 to Title 3 of the South El Monte Municipal Code thereby establishing an additional transactions and use tax at the rate of 1/4%, and the City Council has approved the Ordinance establishing thereof and approved the submission thereof to the voters at the November 3, 2020, General Municipal Election; and

WHEREAS, California Elections Code § 9285 authorizes the City Council, by majority vote, to adopt provisions to provide for the filing of rebuttal arguments regarding city measures submitted at municipal election;

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

Section 1. That pursuant to Elections Code § 9285, when the City's designated elections official has selected the arguments for and against the foregoing measure which will be printed and distributed to the voters, the City's designated elections official shall send copies of the argument in favor of the measure to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. The author or a majority of the authors of an argument relating to the foregoing city measure may prepare and submit a rebuttal argument not to exceed two hundred and fifty (250) words in length. A rebuttal argument may not be signed by more than five (5) authors. The rebuttal arguments shall be filed with the City Clerk not more than ten (10) days after the final date for filing direct arguments. The rebuttal arguments shall be accompanied by the Form of Statement to be Filed by Author(s) of Argument as provided for in California Elections Code § 9600. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

Section 2. That all previous resolutions providing for the filing of rebuttal arguments for city measures are repealed.

Section 3. That the provisions of Section 1 of this Resolution shall apply only to the General Municipal Election to be held on November 3, 2020 and shall then be repealed.

Section 4. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. This Resolution shall be effective immediately upon passage and adoption.

PASSED, APPROVED AND ADOPTED this 14th day of July, 2020.

Gloria Olmos, Mayor

ATTEST:

Donna 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. 81 was passed and approved by the City Council of the City of South El Monte, at a regular meeting of said Council held on July 14, 2020 and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna Schwartz, City Clerk

ATTACHMENT D

ORDINANCE NO. _____

AN ORDINANCE OF THE VOTERS OF CITY OF SOUTH EL MONTE
ADDING CHAPTER 3.07 TO TITLE 3 OF THE SOUTH EL MONTE
MUNICIPAL CODE, THEREBY ESTABLISHING AN ADDITIONAL
TRANSACTIONS AND USE GENERAL TAX AT THE RATE OF 1/4%

WHEREAS, the City currently has a transactions and use general tax pursuant to Chapter 3.06 of the South El Monte Municipal Code at a rate of 1/2%; and

WHEREAS, this measure would establish an additional transactions and use general tax under a new Chapter 3.07 of Title 3 of the South El Monte Municipal Code at the rate of 1/4%; and

WHEREAS, Article XIIC, Section 2, of the California Constitution provides that any general tax must be submitted to the electorate and approved by a majority vote of the electorate; and

WHEREAS, Part 1.6 (commencing with Section 7251) of Division 2 of the California Revenue and Taxation Code, and Section 7285.9 of the California Revenue and Taxation Code, authorizes a city to adopt a transactions and use (sales) tax ordinance, which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose; and

WHEREAS, by its Resolution No. _____ adopted on July 14, 2020, the City Council submitted this Ordinance to the City's voters at the November 3, 2020, election, approved this Ordinance, pursuant to Revenue & Taxation Code Section 7285.9, subject to the City's voters' approval, and approved this Ordinance's submission to the City's voters; and

WHEREAS, this Ordinance imposes a general tax where generated revenues will be deposited in the City's General Fund; and

WHEREAS, the City Council of the City of South El Monte is authorized and directed by statute to submit to the voters this Ordinance, and the City Council therefore wishes to have the voters consider the same at a General Municipal Election to be held on November 3, 2020; and

WHEREAS, approving this proposed measure requires approval of the majority of voters at either a general or special municipal election; and

WHEREAS, the proposed measure will have strict accountability requirements such as public disclosure of all spending and annual independent financial audits that ensure funds are used effectively and as promised, and only to the benefit of the South El Monte community; and

NOW THEREFORE, ON THE BASIS OF THE FORGOING, THE PEOPLE OF THE
CITY OF SOUTH EL MONTE, AT THE NOVEMBER 3, 2020, GENERAL MUNICIPAL
ELECTION DO HEREBY ORDAIN AS FOLLOWS:

Section 1. Chapter 3.07 (SOUTH EL MONTE PUBLIC ESSENTIAL SERVICES PROTECTION TRANSACTIONS AND USE GENERAL TAX) is hereby added to Title 3 of the South El Monte Municipal Code as follows:

“Chapter 3.07 - South El Monte Public Essential Services Protection Transactions and Use General Tax

3.07.010. TITLE. This Ordinance shall be known as the “South El Monte Public Essential Services Protection Transactions and Use General Tax” Ordinance. The City of South El Monte hereinafter shall be called "City." This Ordinance shall be applicable in the incorporated territory of the City.

3.07.020. OPERATIVE DATE. "Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this Ordinance, the date of such adoption being as set forth below.

3.07.030. PURPOSE. This Ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent

with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this Ordinance.

3.07.040. **CONTRACT WITH STATE.** Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.07.050. **TRANSACTIONS TAX RATE.** For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one quarter of a cent per dollar (.25%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this Ordinance.

3.07.060. **PLACE OF SALE.** For the purposes of this Ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

3.07.070. **USE TAX RATE.** An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this Ordinance for storage, use or other consumption in said territory at the rate of one quarter of a cent per dollar (.25%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.07.080. **ADOPTION OF PROVISIONS OF STATE LAW.** Except as otherwise provided in this Ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all

of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this Ordinance as though fully set forth herein.

3.07.090. LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE TAXES. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

 a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

 b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

1. “A retailer engaged in business in the District” shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

3.07.100. PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Ordinance.

3.07.110. EXEMPTIONS AND EXCLUSIONS.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury,

signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this Ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this Ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this Ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this Ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.07.120. AMENDMENTS. All amendments subsequent to the effective date of this Ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part

1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this Ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Ordinance.

3.07.130. **ABILITY TO LOWER RATE.** The tax rate in this Ordinance may only be increased by a vote of the people of the City of South El Monte; provided, however, that the City Council may amend this Ordinance to reduce the amount of the tax authorized herein or to otherwise implement or advance the purpose and intent of this Ordinance.

3.07.140. **ENJOINING COLLECTION FORBIDDEN.** No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this Ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.07.150. **ANNUAL AUDIT.** The proceeds resulting from the Transactions and Use Tax established in this Ordinance shall be deposited into the City's General Fund and become subject to the same independent annual audit requirements as other General Fund revenues. In addition, by December 31st of each year, the City shall cause an independent auditor to complete a "South El Monte Essential Services Protection Transactions and Use Tax Ordinance Report," provided that such report may be combined with the City's independent annual audit requirements as described above. Such report shall review whether the tax revenues collected pursuant to this Ordinance are collected, managed and expended in accordance with the requirements of this Ordinance.

3.07.160 **PENALTIES.** Without limiting any remedies available at law or equity, any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor.

3.07.170 **CHANGES IN LAW; COUNTY TAX LIMITS.** In the event that Los Angeles County voters approve a future measure after the effective date of this Ordinance or otherwise enacts a new transactions and use tax that, when aggregated with the City's transactions and use taxes under this Ordinance, causes the combined rate limit set forth in Revenue and Taxation Code Section 7152.1 to be exceeded, such future County measure shall not have any effect on the City's ability to levy and collect transactions and use taxes at the rates set forth herein. Unless State law is amended to increase the combined rate limit under Revenue and Taxation Code section 7251.1 or this Ordinance is later repealed or amended to reduce its tax rates, Los Angeles County shall not levy nor collect any transactions

and use taxes within the territory of South El Monte which were approved by Los Angeles County voters after the effective date of this Ordinance.

3.07.180. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

3.07.190. COUNCIL AUTHORITY TO AMEND. Pursuant to Elections Code Section 9217, the City Council shall have and retain the right and authority to amend this ordinance to further its purposes and intent (including but not limited to amendment for more efficient administration as determined by the City Council) in any manner that does not increase a tax rate, or otherwise constitute a tax increase for which voter approval is required by Article XIII C of the California Constitution.

3.07.200. EFFECTIVE DATE. This Ordinance levying the tax described herein shall be effective ten (10) days after the date on which the City Council has declared that the voters of the City of South El Monte have approved the Ordinance by a vote of no less than a majority of the votes cast by the electors voting on the tax measure set forth in this Ordinance at that special municipal election to be held on Tuesday, November 3, 2020.

3.07.210. TERMINATION DATE. The authority to levy the tax imposed by this Ordinance shall not expire unless terminated by lawful vote of the electorate or as required or authorized by law.”

Section 3. **Council Authority to Amend.** This is a City Council-sponsored initiative Ordinance which otherwise would only be subject to amendment by the voters of the City. However, pursuant to Elections Code Section 9217, the City Council shall have and retain the right and authority to amend the Ordinance to further its purposes and intent (including but not limited to amendment for more efficient administration as determined by the City Council) in any manner that does not increase a tax rate, or otherwise constitute a tax increase for which voter approval is required by Article XIII C of the California Constitution.

Section 4. **CEQA Exemption.** The adoption of this ordinance is not a "project" subject to the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code Section §§ 21000 et seq.). CEQA Guideline 15378(b)(4) provides that the creation of government funding mechanisms or other government fiscal activities that do not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment are not projects subject to the requirements of CEQA.

Section 5. **Severability.** If any section, subsection, sentence, clause or phrase of this ordinance or the application thereof to any person or circumstance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The People of the City of South El Monte hereby declared that they would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional.

Section 6. **Appropriations Limit.** Pursuant to Article XIII B of the California Constitution, the appropriations limit for the City of South El Monte is increased to the maximum extent over the maximum period of time allowed under the law consistent with the revenues generated by this tax.

Section 7. **Effective Date.** If a majority of the voters of the City of South El Monte voting at the General Municipal Election of November 3, 2020, vote in favor of this Ordinance, then this Ordinance shall become a valid and binding ordinance of the City of South El Monte, and shall be considered as adopted upon the date that the vote is declared by the City Council of the City of South El Monte, and this Ordinance shall go into effect ten (10) days after that date, pursuant to Election Code section 9217.

Section 8. **Passage and Execution.** The Mayor shall sign this Ordinance and the City Clerk shall attest and certify to the approval thereof and cause same to be published or posted pursuant to law.

PASSED AND ADOPTED by the voters of the City of South El Monte at an election held on November 3, 2020.

Gloria Olmos, Mayor

ATTEST:

Donna Schwarz, City Clerk

PASSED AND ADOPTED by the City Council of the City of South El Monte, State of California, on ____ [date of election certification] _____ by the following vote:

AYES: _____

NOES: _____

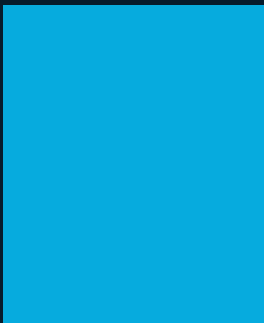
ABSENT: _____

Gloria Olmos, Mayor

ATTEST:

Donna Schwartz, City Clerk

ATTACHMENT E



City of South El Monte Community Issues 2019 Survey

Conducted September 19-October 6, 2019

220-5415



OPINION
RESEARCH
& STRATEGY

Survey Methodology



Conducted a Dual Mode Survey, online, by cell, and landline between September 19-October 6, 2019



Participants were invited to participate by email and text (online), and by telephone



The survey was available in English and Spanish



Surveys were completed using a random sample of 208 voters registered in the City of South El Monte likely to vote in the November 2020 election



Overall margin of error for whole sample: $\pm 6.8\%$



A subsection of all respondents (n=135) are also likely to vote in the March 2020 election. Margin of error for this subsection is $\pm 8.8\%$



Some percentages may not sum to 100% due to rounding

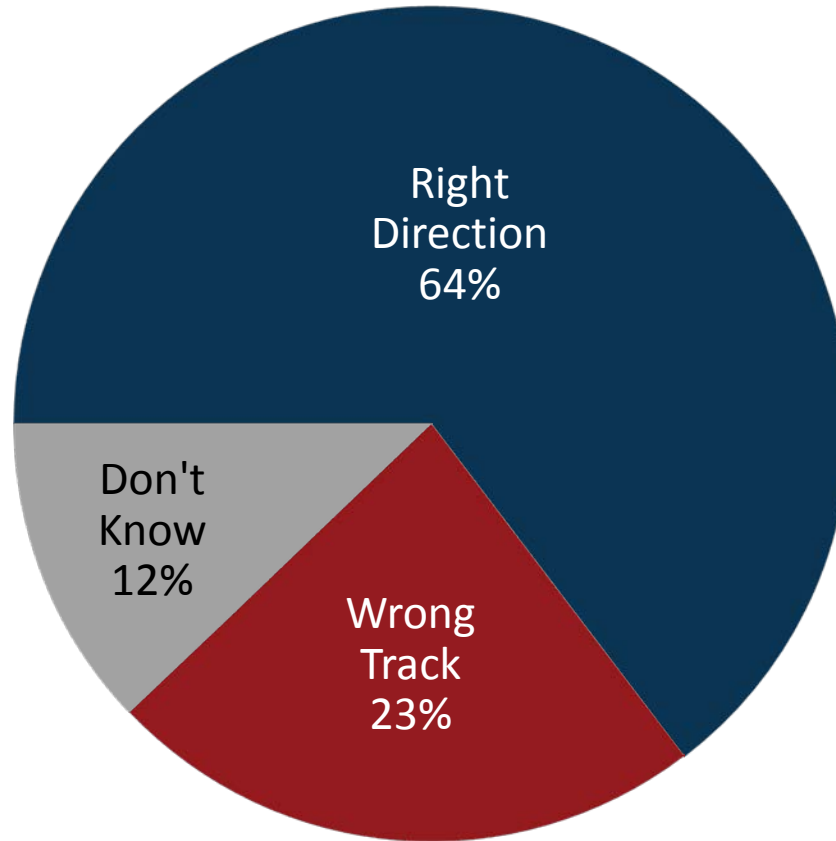


Mood of the Electorate

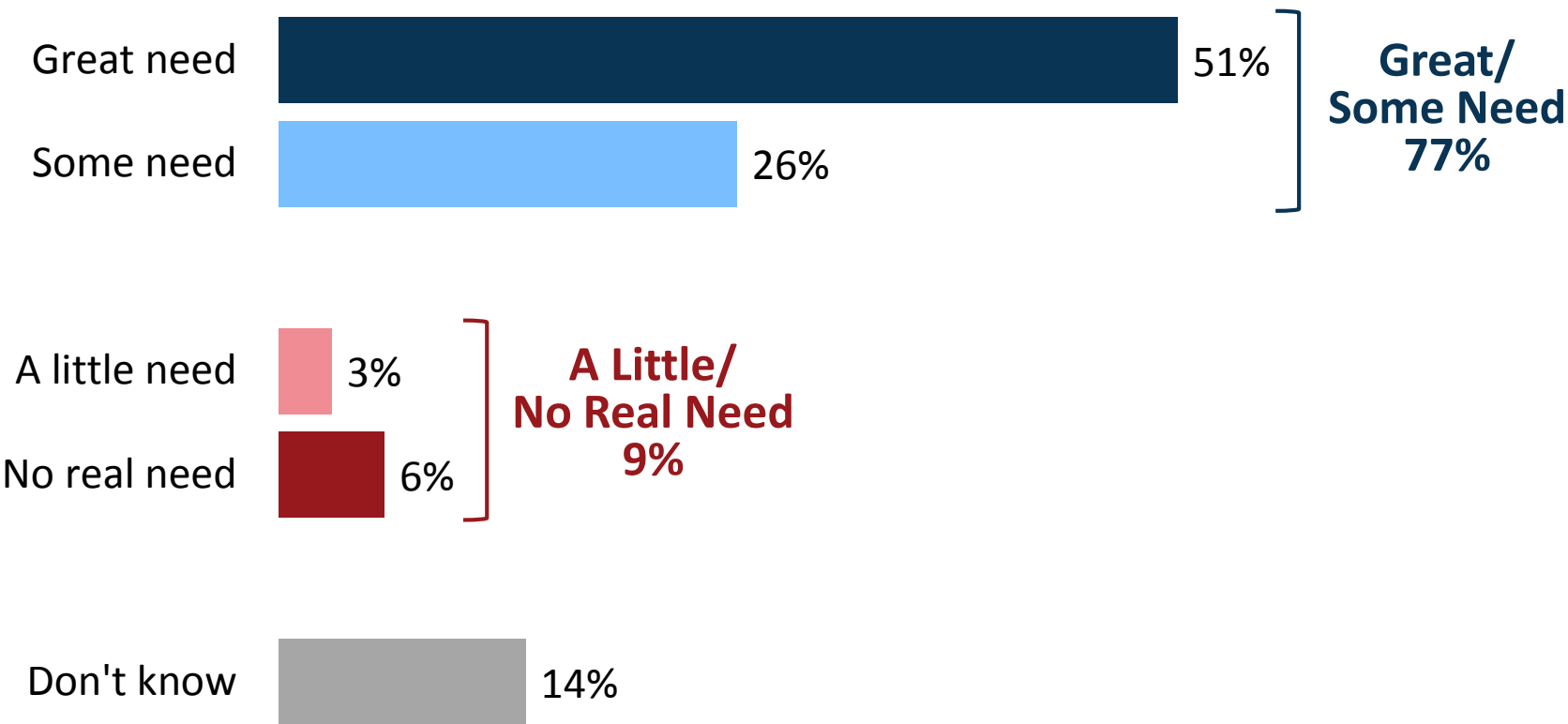
CONSULTANT WORKING DRAFT 4. NOT FOR PUBLICATION. CA GOV'T CODE 6254.



Nearly two-in-three voters believe the City is headed in the right direction.

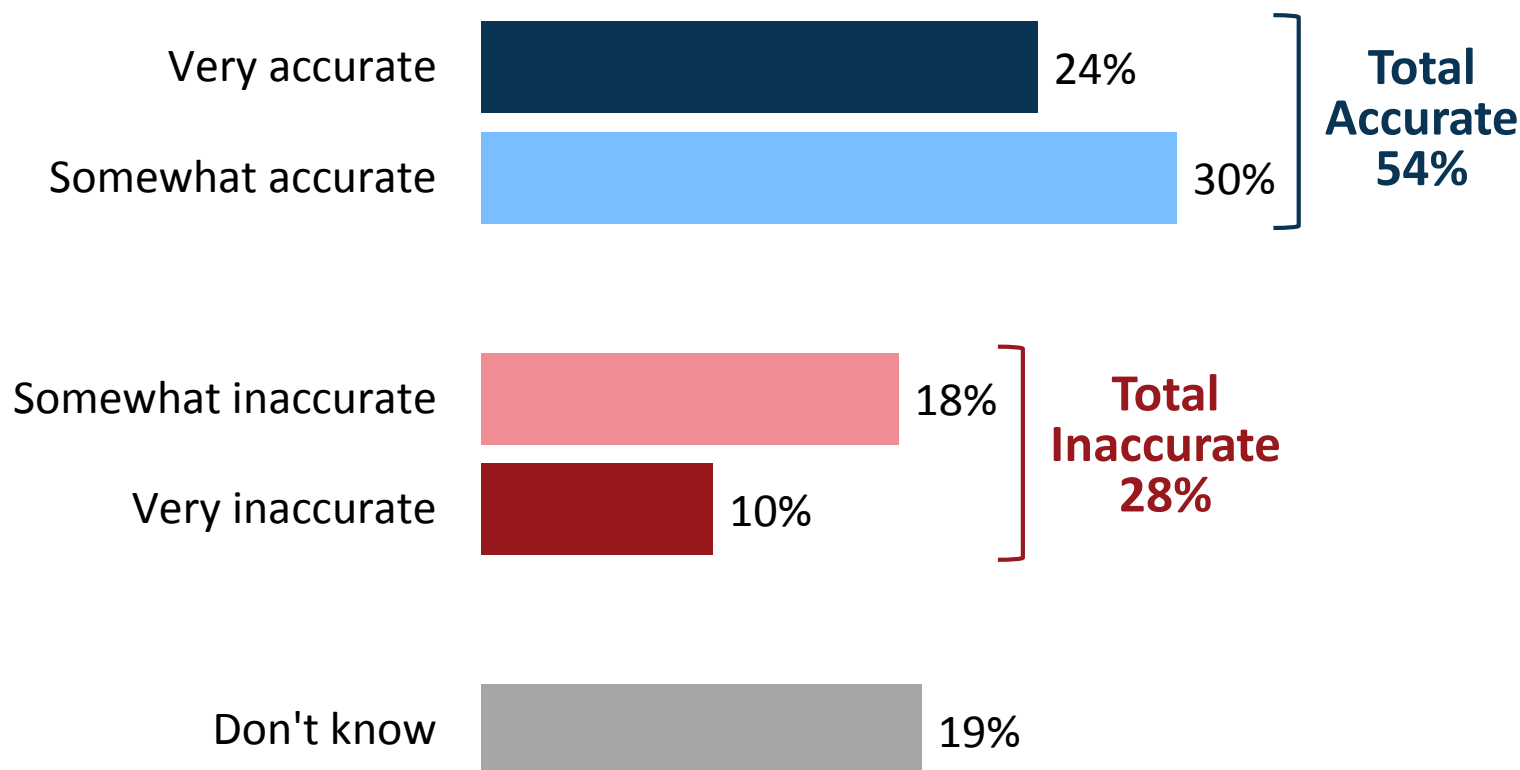


Over three-quarters believe the City needs additional money in order to provide the level of city services and infrastructure residents need and want.



More than half believe the City will be forced to make drastic cuts to city services without additional funds. Meanwhile, voters are mixed on the City's financial management.

Without additional funds, city government will be forced to make drastic cuts in essential city services.





Sales Tax Ballot Measure

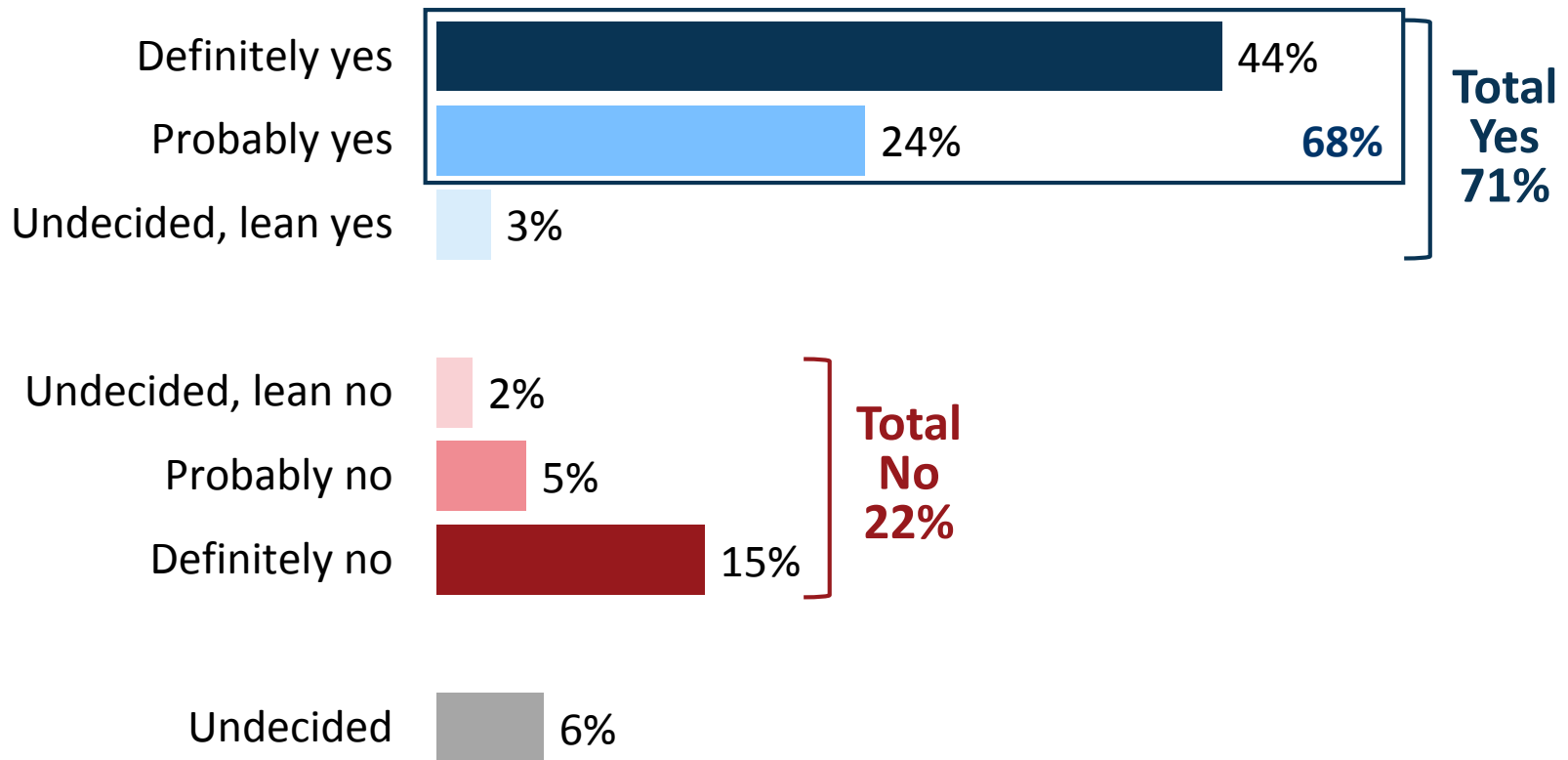
CONSULTANT WORKING DRAFT 4. NOT FOR PUBLICATION. CA GOV'T CODE 6254.



City of South El Monte Essential Community Services / Infrastructure Measure

To maintain 911 emergency response and sheriff's neighborhood and school patrols; maintain streets; repair potholes; improve traffic flow and safety; keep public areas and parks safe and clean; address homelessness; retain and attract businesses; prevent cuts to afterschool programs, youth and senior services, and other general services, shall an ordinance establishing a ¼¢ sales tax generating approximately \$1 million annually until ended by the voters, and subject to independent audit be adopted, with all funds benefitting South El Monte residents?

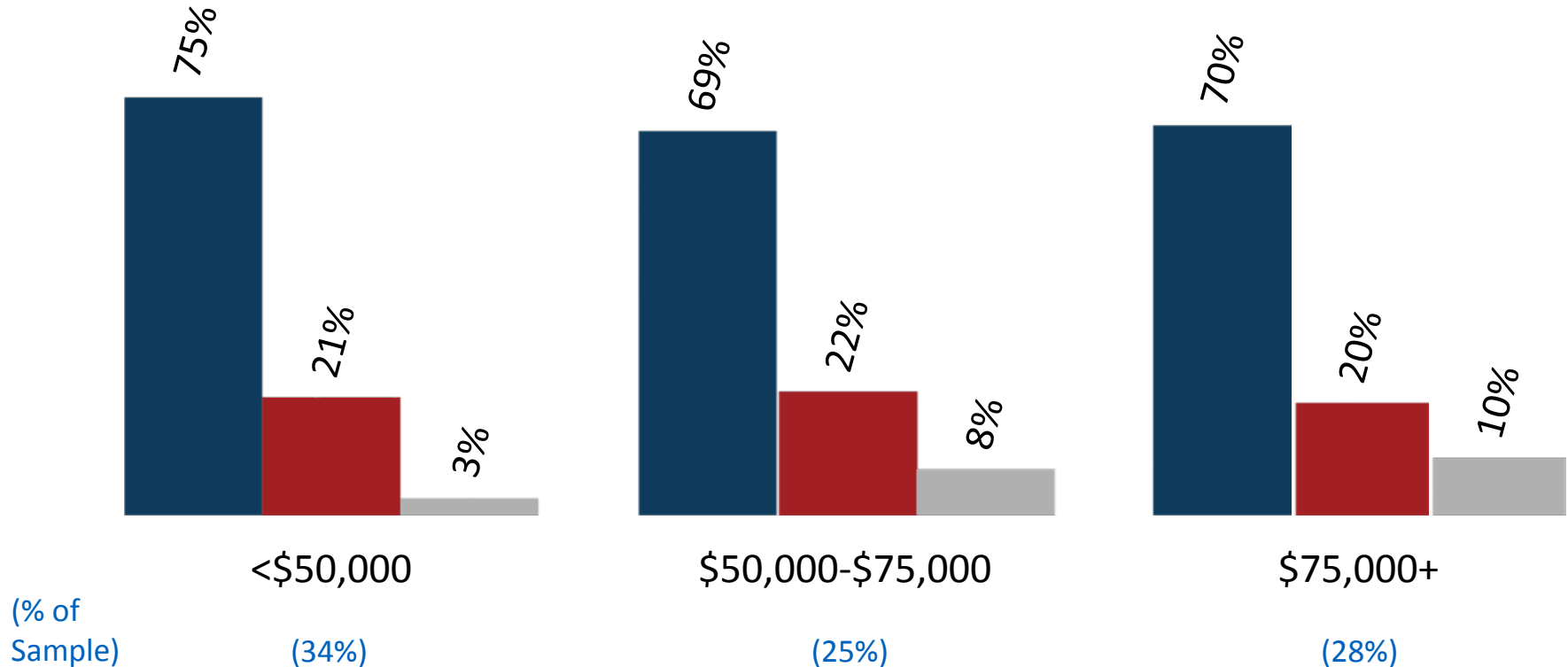
Seven-in-ten voters initially support the City sales tax measure, which has a simple-majority threshold.



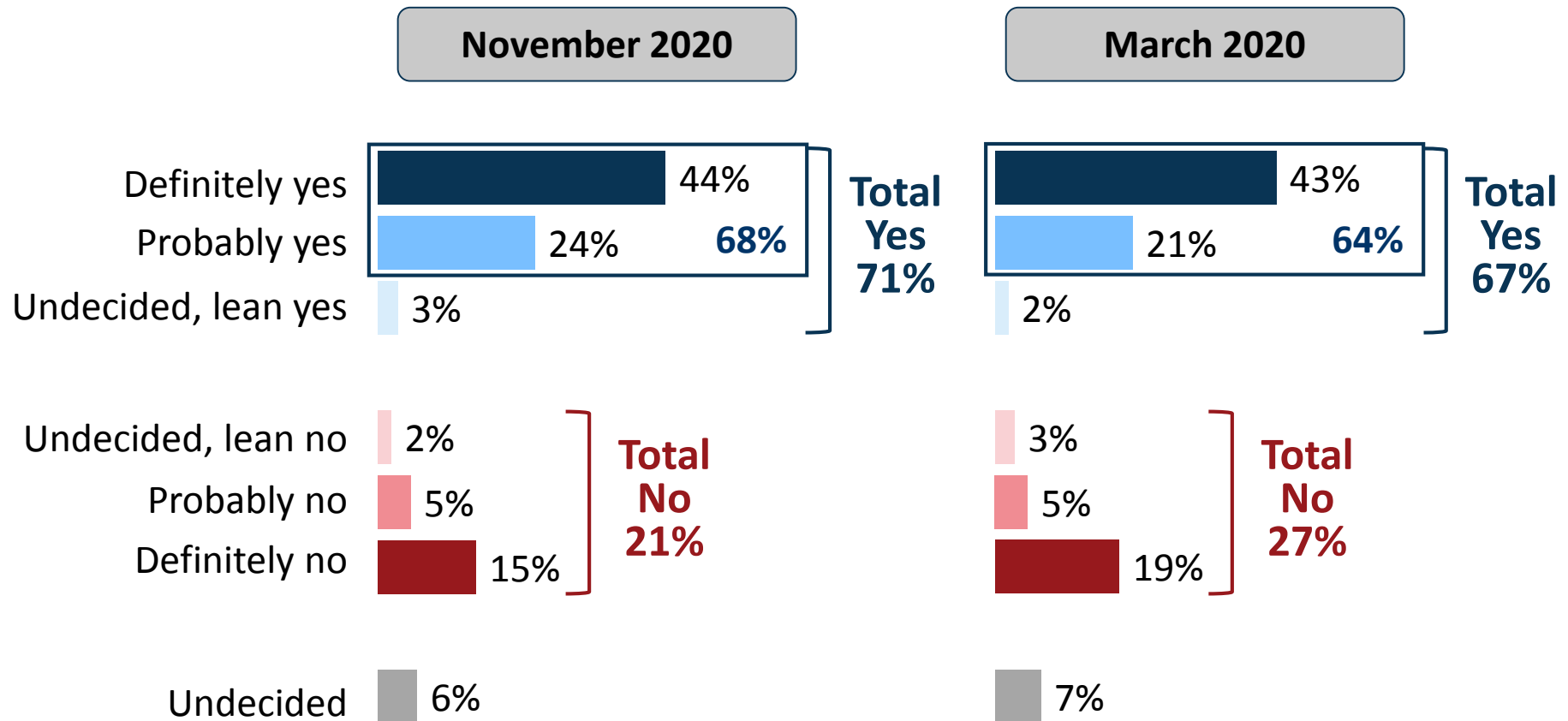
There is no significant difference in support by household income groupings—all support the measure in high percentages.

Initial Vote by Household Income

■ Total Yes ■ Total No ■ Undecided



There is little difference in initial overall support between a November 2020 and March 2020 electorate.





Voter Priorities

CONSULTANT WORKING DRAFT 4. NOT FOR PUBLICATION. CA GOV'T CODE 6254.



There is a 10-point disparity in overall importance between maintaining and improving essential City services, in favor of maintaining them; and a more significant 26-point gap is seen between them in the “extremely important” rating.

(Ranked by Extremely/Very Important)

■ Ext. Impt. ■ Very Impt. ■ Smwt. Impt. ■ Not Too Impt./Don't Know

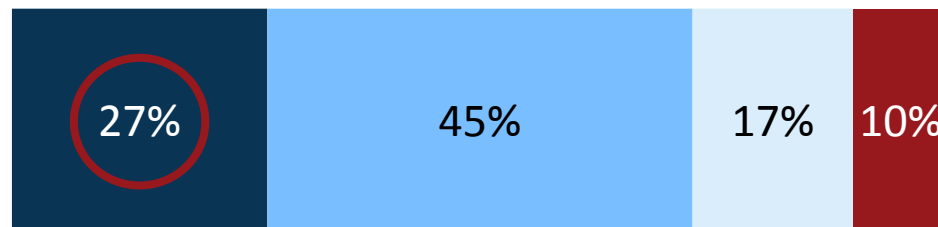
**Ext./Very
Impt.**

Maintaining essential city services



83%

Improving essential city services

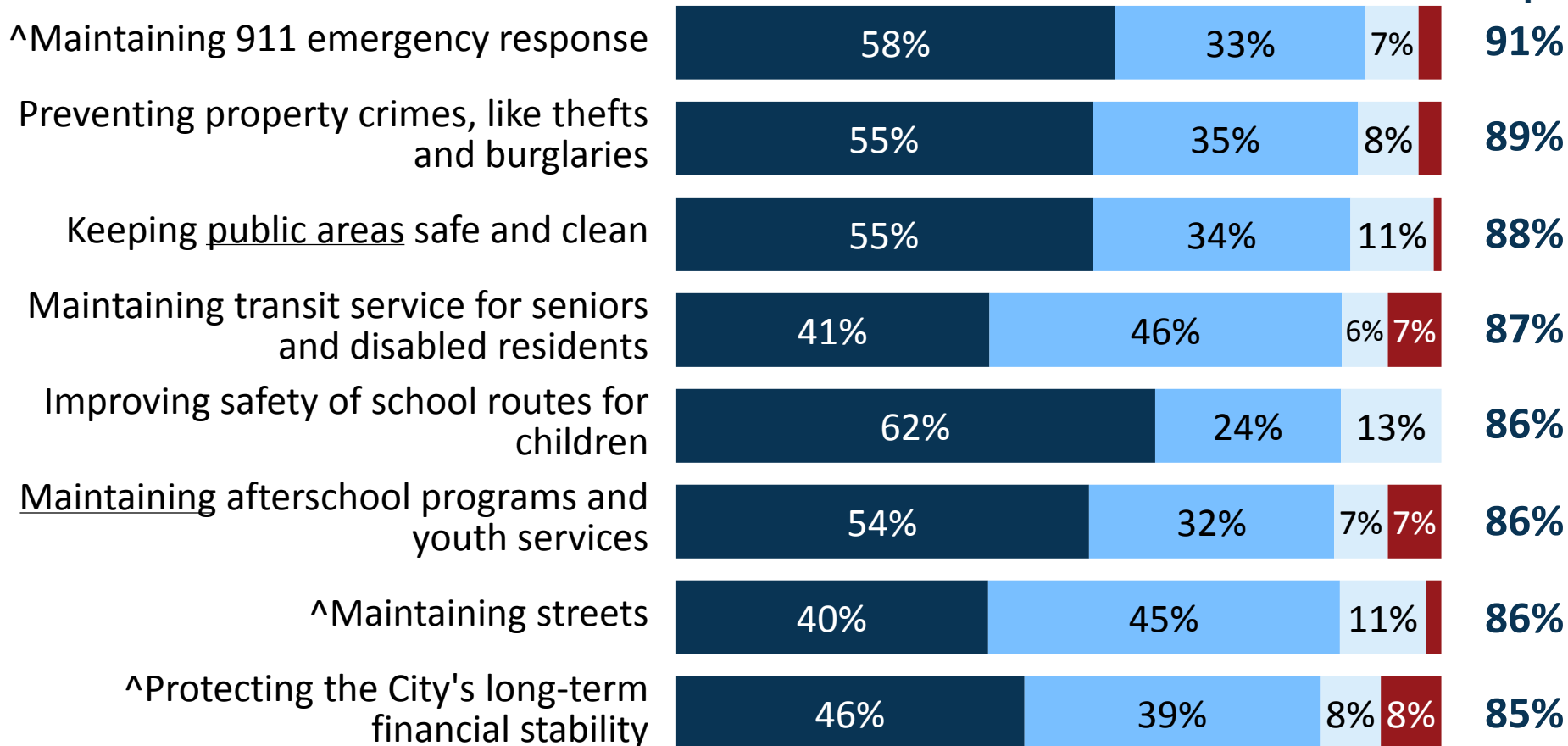


73%

Voters prioritize spending for public safety services, including maintaining 911 emergency response and preventing property crimes.

(Ranked by Extremely/Very Important)

■ Ext. Impt. ■ Very Impt. ■ Smwt. Impt. ■ Not Too Impt./Don't Know **Ext./Very Impt.**

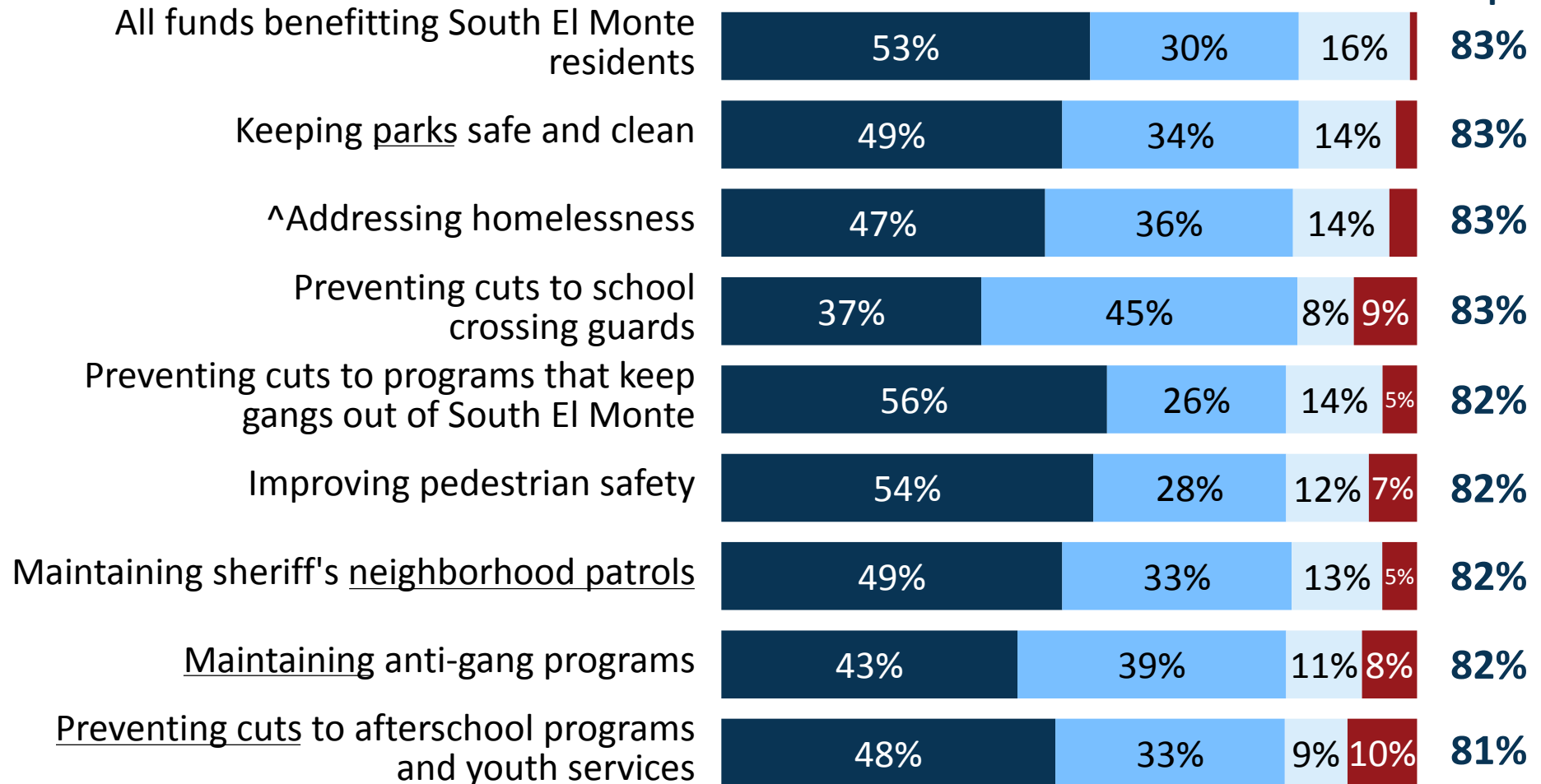


Q6a-o, q-ii, kk-tt. I am now going to read you a list of possible projects, features, and provisions that might be included in this local ballot measure. Please tell me how important it is to you personally that each provision or use of funds is included in the measure: extremely important, very important, somewhat important, or not too important. ^Not Part of Split Sample

Continued

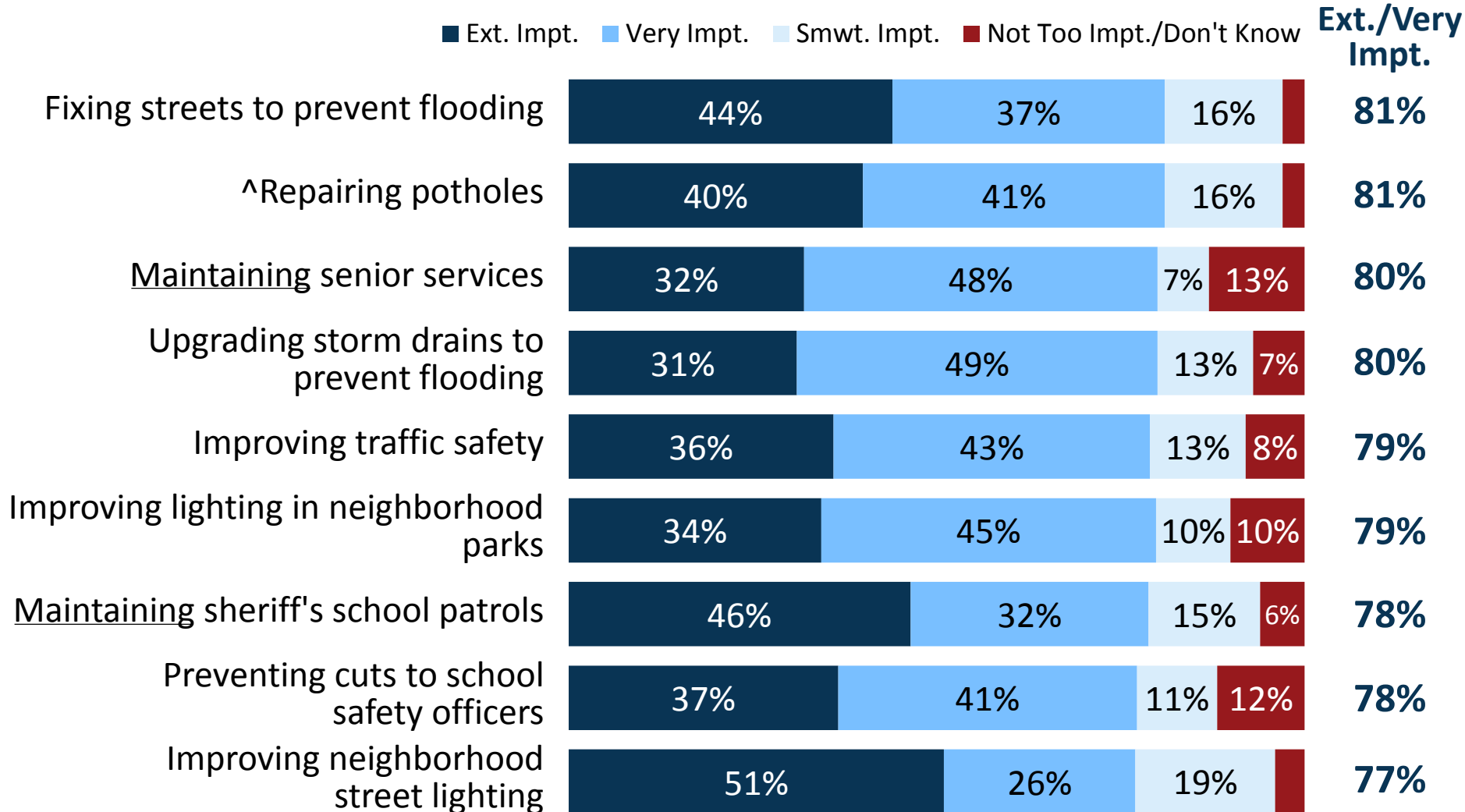
(Ranked by Extremely/Very Important)

■ Ext. Impt. ■ Very Impt. ■ Smwt. Impt. ■ Not Too Impt./Don't Know **Ext./Very Impt.**



Continued

(Ranked by Extremely/Very Important)



Q6a-o, q-ii, kk-tt. I am now going to read you a list of possible projects, features, and provisions that might be included in this local ballot measure. Please tell me how important it is to you personally that each provision or use of funds is included in the measure: extremely important, very important, somewhat important, or not too important. ^Not Part of Split Sample

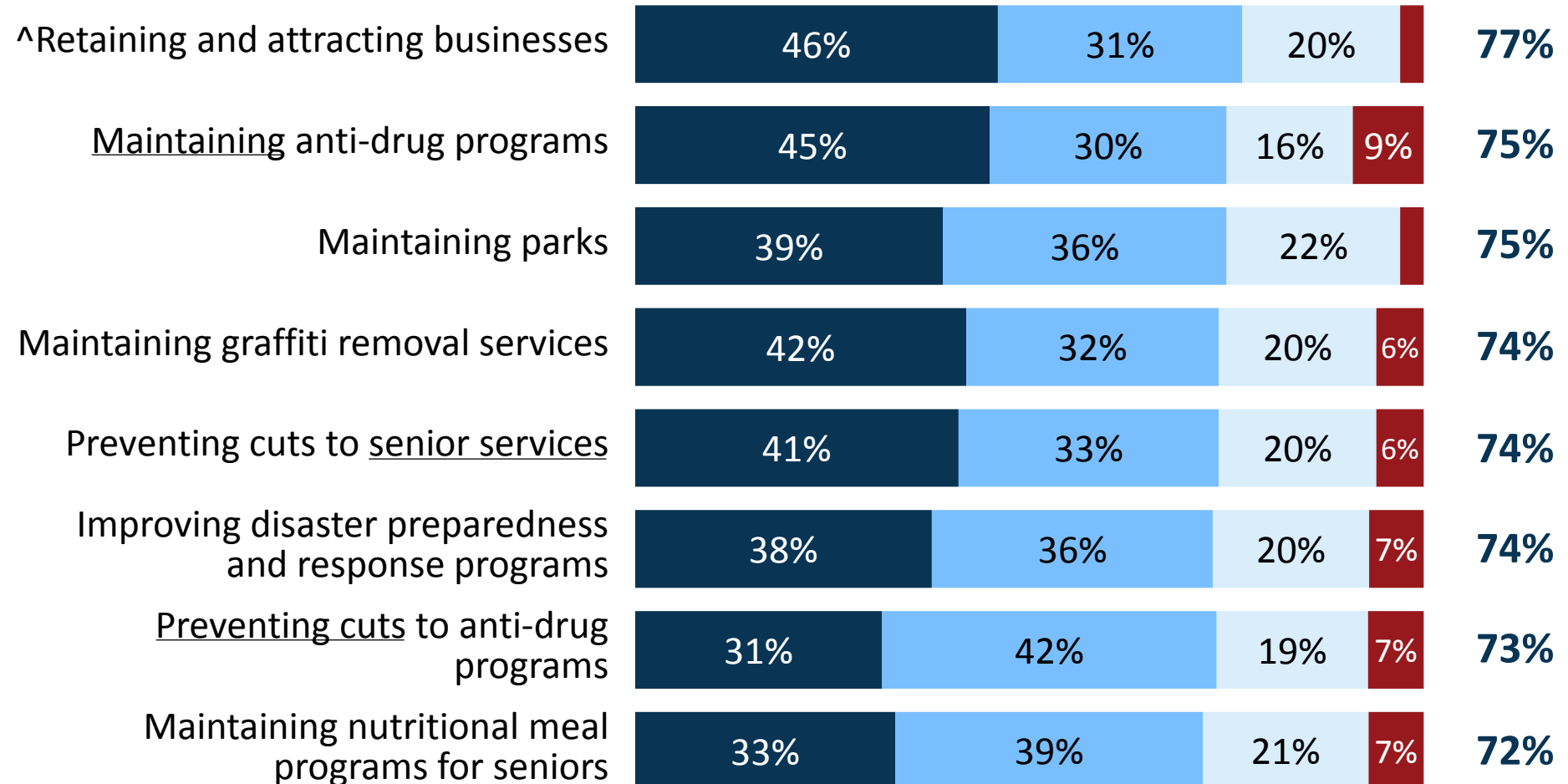
50

Continued

(Ranked by Extremely/Very Important)

■ Ext. Impt. ■ Very Impt. ■ Smwt. Impt. ■ Not Too Impt./Don't Know

Ext./Very
Impt.





Impacts of Messaging

CONSULTANT WORKING DRAFT 4. NOT FOR PUBLICATION. CA GOV'T CODE 6254.

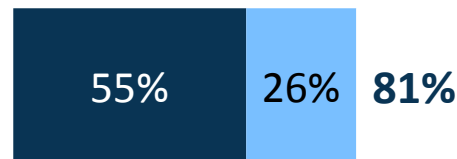


Helping prepare South El Monte for a major emergency and making much-needed repairs to aging City infrastructure are the lead statements that make voters more inclined to vote yes on the measure.

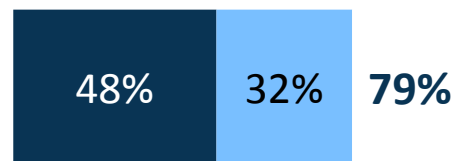
(Ranked by Total More Inclined to Vote Yes on the Measure)

■ Much More Inclined ■ Somewhat More Inclined

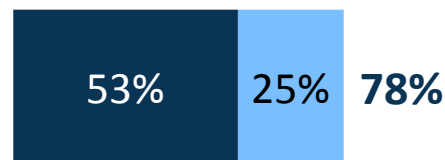
(EMERGENCY) South El Monte is committed to being better prepared for a major emergency. Yet our designated Red Cross emergency centers don't even have back-up generators to provide electricity during a natural disaster. This measure will allow South El Monte to meet national standards so our first responders are in a better position to react to an emergency such as an earthquake.



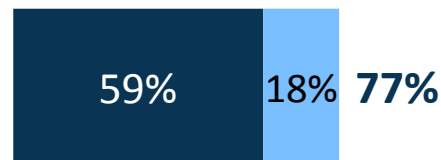
(INFRASTRUCTURE) South El Monte has aging infrastructure and many of our City's facilities, such as community centers and park buildings, are over 40 years old and in desperate need of repairs, with leaking roofs, aging electrical systems, and deteriorating bathrooms. If we do not do something to repair these facilities now, they will just get worse, pose a greater safety hazard, and cost more to fix in the future.



^(ACCOUNTABILITY) This measure includes strict accountability requirements such as public disclosure of all spending and annual independent financial audits that ensure funds are used effectively and as promised, and only to benefit the South El Monte community.



(HOMELESS) The number of homeless in South El Monte has nearly tripled in the last three years. This measure will help the City address homelessness by providing more access to local homeless prevention services including job training, health and mental health services, substance abuse treatment, and assistance to prevent home evictions. This will also ensure our business districts, parks and other public areas are safe, clean, and secure for everyone.

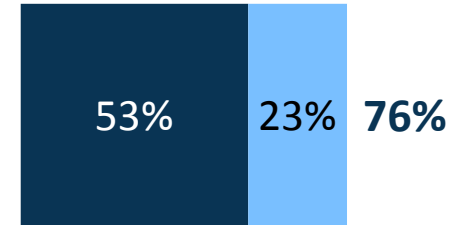


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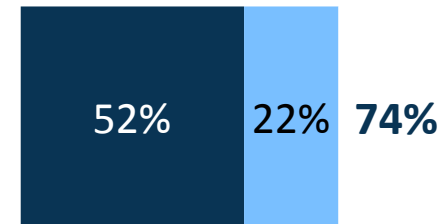
(Ranked by Total More Inclined to Vote Yes on the Measure)

■ Much More Inclined ■ Somewhat More Inclined

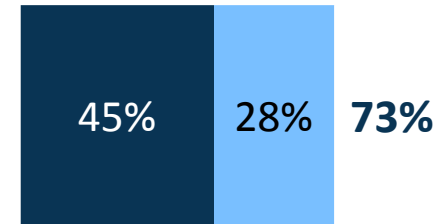
^(YOUTH) Nearly 2,000 South El Monte kids participate in City-run and supervised after school, summer, gang and drug prevention programs and other low-fee youth programs. This measure will prevent cuts to these programs that so many South El Monte families rely on to keep kids off the streets, safe, and out of trouble.



(STREET RATINGS) The condition of just over half of South El Monte's streets and roads have recently been rated as only "fair," "poor," "very poor," or "failed" by independent pavement management engineers. It is about time we make these essential repairs before our streets get even worse and are more costly to repair.

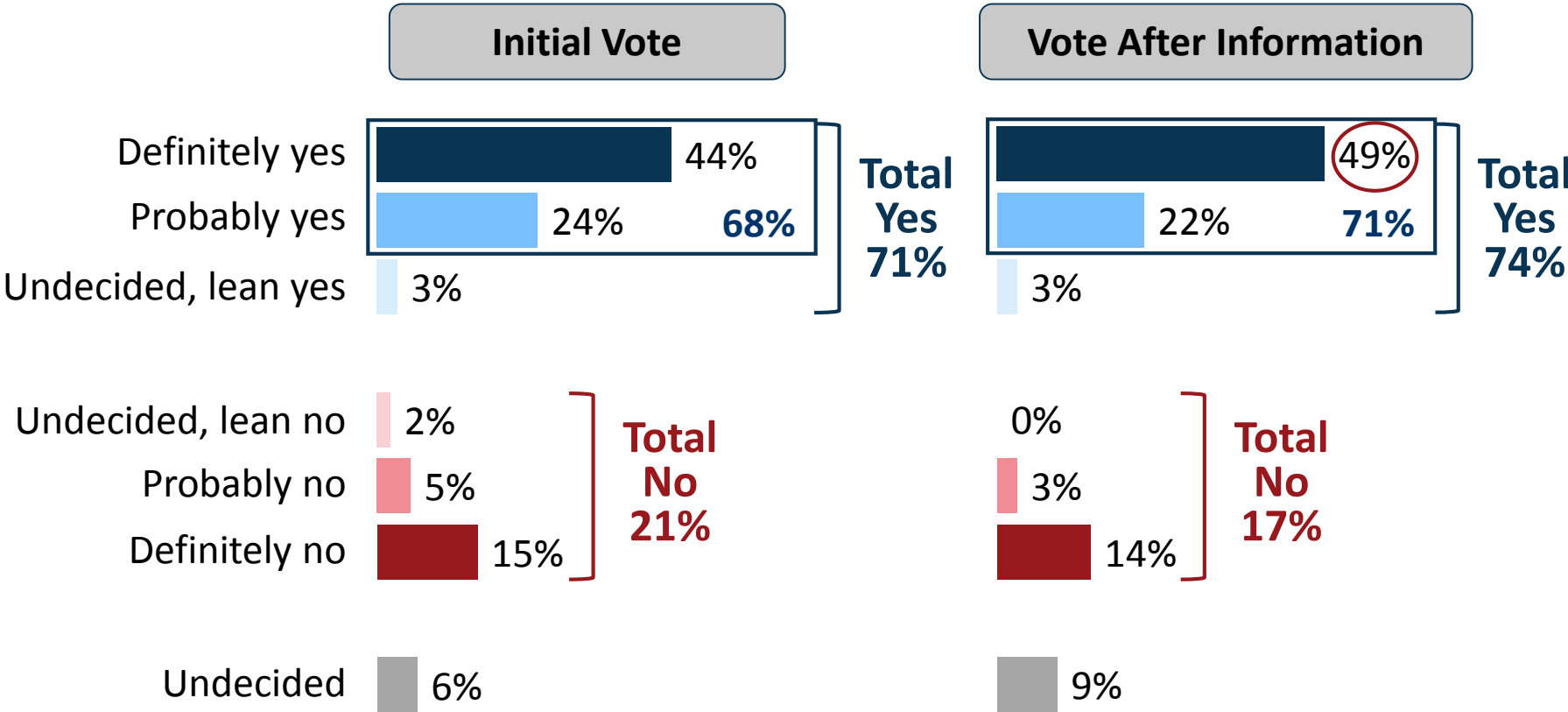


(CRIME- THEFT) This measure will help keep crime from rising and keep our residents and neighborhood safe by preventing cuts to deputies who are dedicated to investigating and stopping crime, allowing South El Monte to expand its neighborhood patrols and reduce Sheriff response times.



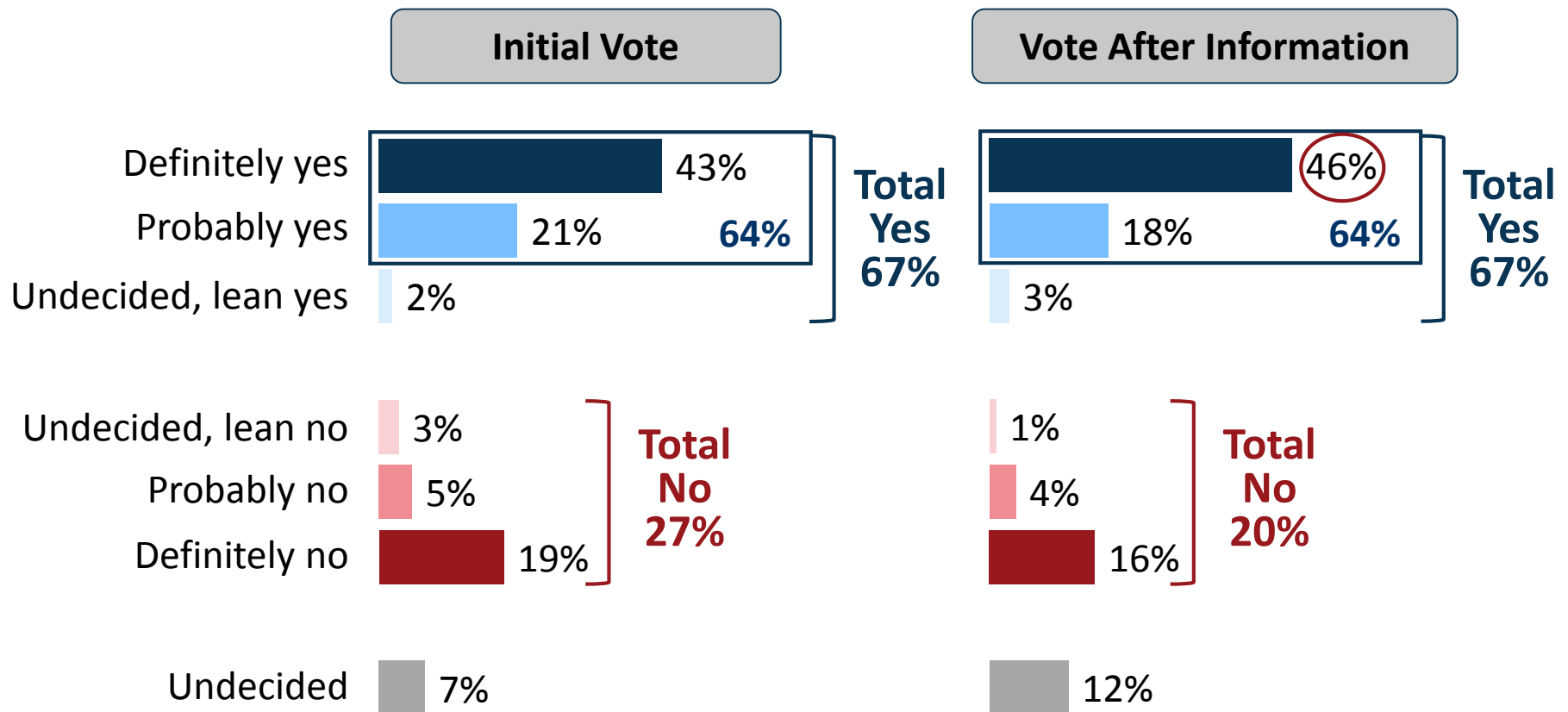
After receiving more information, overall support does not change significantly, but the percentage who will “definitely” vote Yes rises to nearly half.

(November 2020, M.O.E = +/- 6.8%)

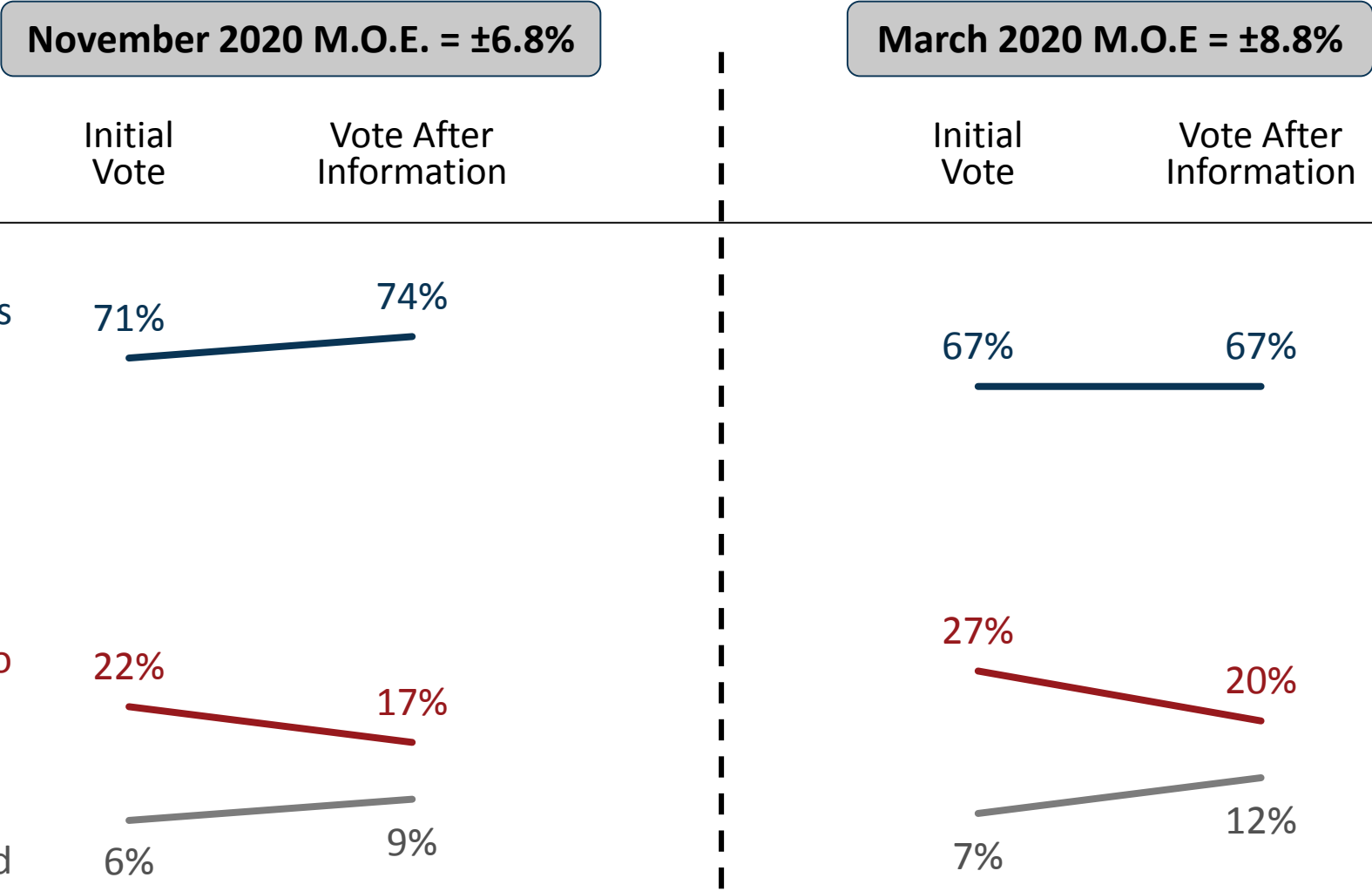


The Definitely Yes vote increases three percent after information among likely March 2020 voters.

(March 2020, M.O.E=+/-8.8%)



Support for the measure appears to be stronger in November 2020 than March 2020.





Conclusions

CONSULTANT WORKING DRAFT 4. NOT FOR PUBLICATION. CA GOV'T CODE 6254.

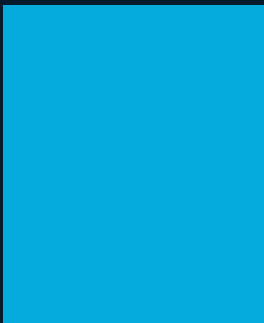


Conclusions

- Overall, a majority of voters in South El Monte believe the City is headed in the right direction and have favorable opinions of the City's government and several of its departments.
- However, over three-quarters recognize that the City has a need for additional funding.
- Approximately seven-in-ten voters initially support the potential measure, which requires only a simple majority to pass. Statistically there is not much difference between the November and March 2020 electorate.
- Voters prioritize spending for public safety projects, including maintaining 911 response and preventing property crimes, and programs for seniors, disabled residents and youth.

Conclusions; Continued

- Voters are most moved to support the measure by educational statements about how the measure will help the City prepare in case of an emergency and upgrade aging infrastructure.
- After receiving educational statements, support remains strong.
- With legally permissible educational outreach, the measure appears viable in both the March and November 2020 Election Scenario.



City of South El Monte Community Issues 2019 Survey

Conducted September 19-October 6, 2019

220-5415



OPINION
RESEARCH
& STRATEGY

Attachment F

Current Breakdown of Sales Tax Distribution in South El Monte
(From the California Department of Tax and Fee Administration)

Rate	Jurisdiction	Purpose
3.69%	State	Goes to State's General Fund
0.25%	State	Goes to State's General Fund
0.50%	State	Goes to Local Public Safety Fund to support local criminal justice activities (1993)
0.50%	State	Goes to Local Revenue Fund to support local health and social services programs (1991 Realignment)
1.06%	State	Goes to Local Revenue Fund 2011
1.25%	Local	0.25% Goes to County transportation funds 1.00% Goes to City or county operations
Total: 7.25% State/Local Total Statewide Base Sales and Use Tax Rate		
0.25%	Los Angeles County	Los Angeles County Measure H Homeless (LACH) 2017
0.50%	Los Angeles County	Los Angeles County Metro Transportation Authority (LAMT) 2009
0.50%	Los Angeles County	Los Angeles County Traffic Improvement Plan (LAMA) 2017
0.50%	Los Angeles County	Los Angeles County Transportation Commission (LACT) 1982
0.50%	Los Angeles County	Los Angeles County Transportation Commission (LATC) 1991
Total: 2.25% Los Angeles County Sales Tax		
0.50%	South El Monte (City)	City of South El Monte Vital City Services Protection Transactions and Use Tax (SEMT) 1991



CITY OF SOUTH EL MONTE

CITY OF ACHIEVEMENT

Essential Services Protection Measure

July 14, 2020

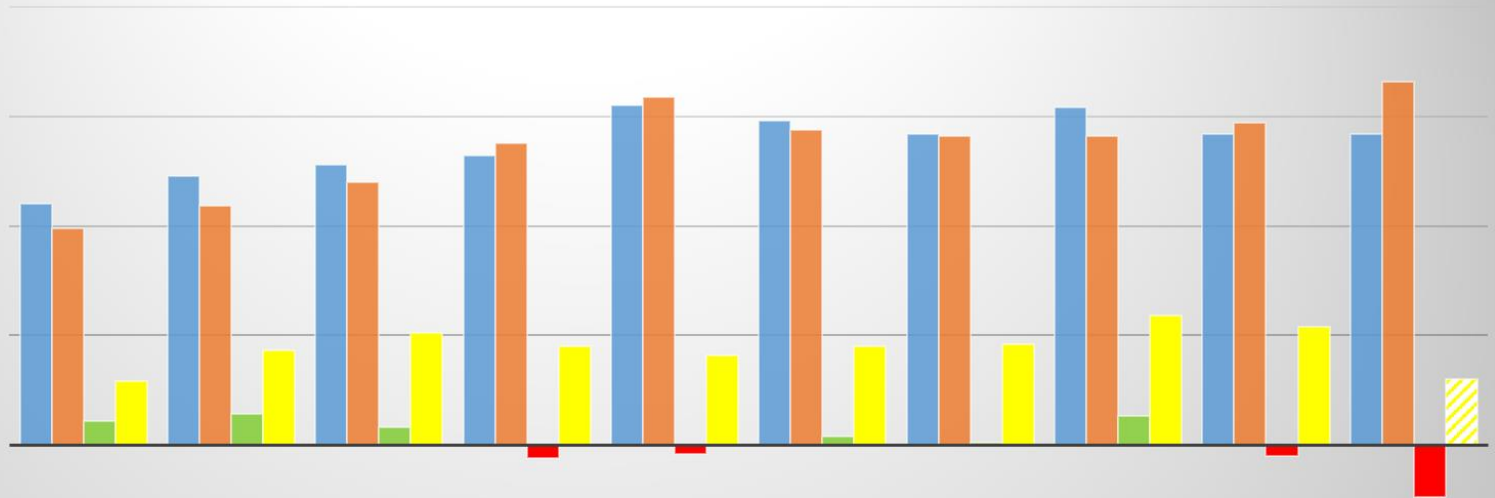
OVERVIEW

- General Fund Revenues and Expenditures FY 2012 – FY 2021
- Fiscal Year 2020-21 General Fund Expenditure Budget
- General Fund Year-End Fund Balances FY 2012 – FY 2021
- Forecast of General Fund Activity FY 2021 - FY 2025
- Key General Fund Budget Areas
- Revenue Impact from the Loss of the Redevelopment Agency
- Where Your Sales Tax Dollars Go
- City Sales Tax Revenues from All Sources
- Proposed Sales Tax Ordinance
- Ballot Measure Timeline
- Conclusion
- Questions

GENERAL FUND REVENUES & EXPENDITURES

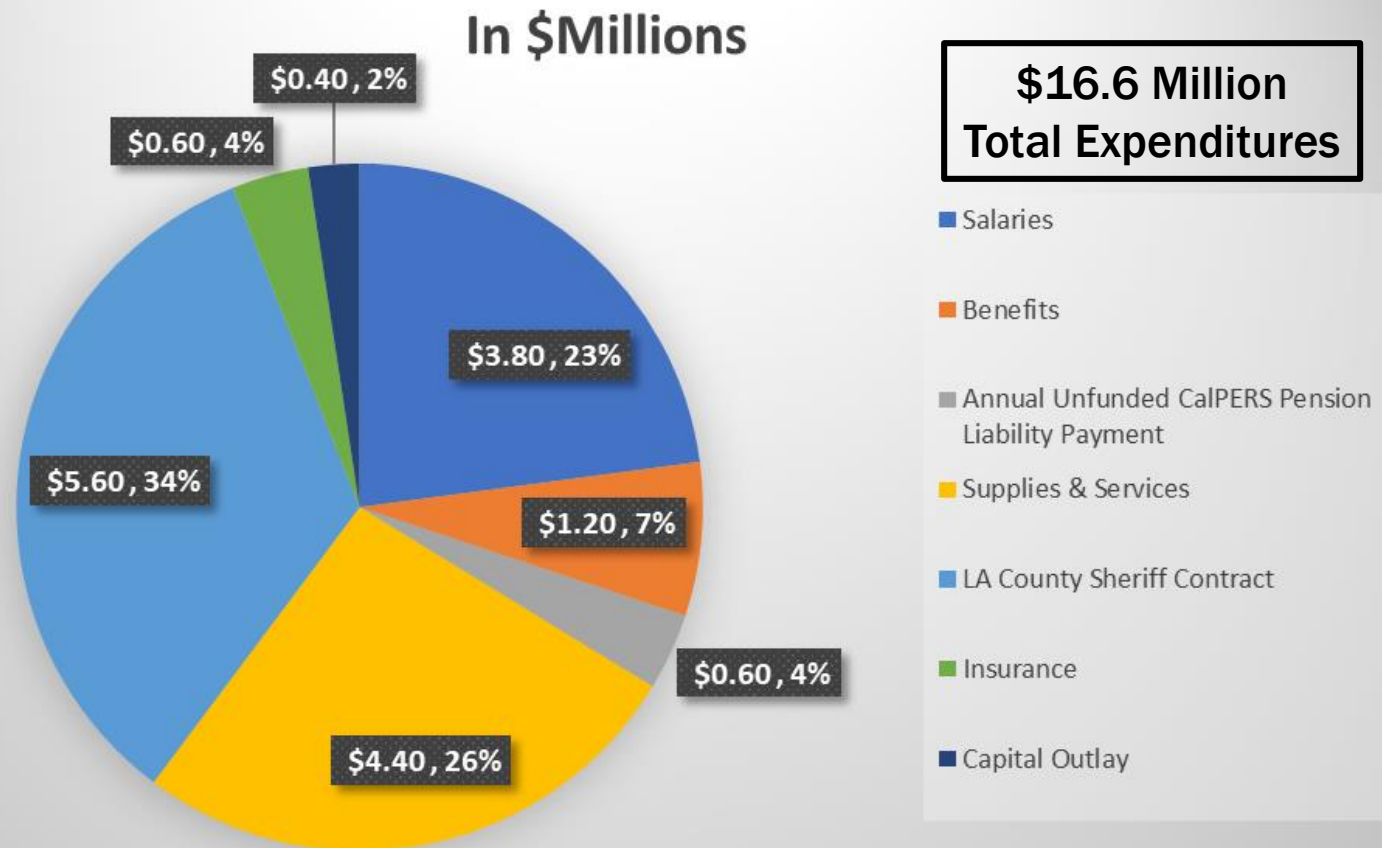
FISCAL YEARS 2012-2021

In \$Millions

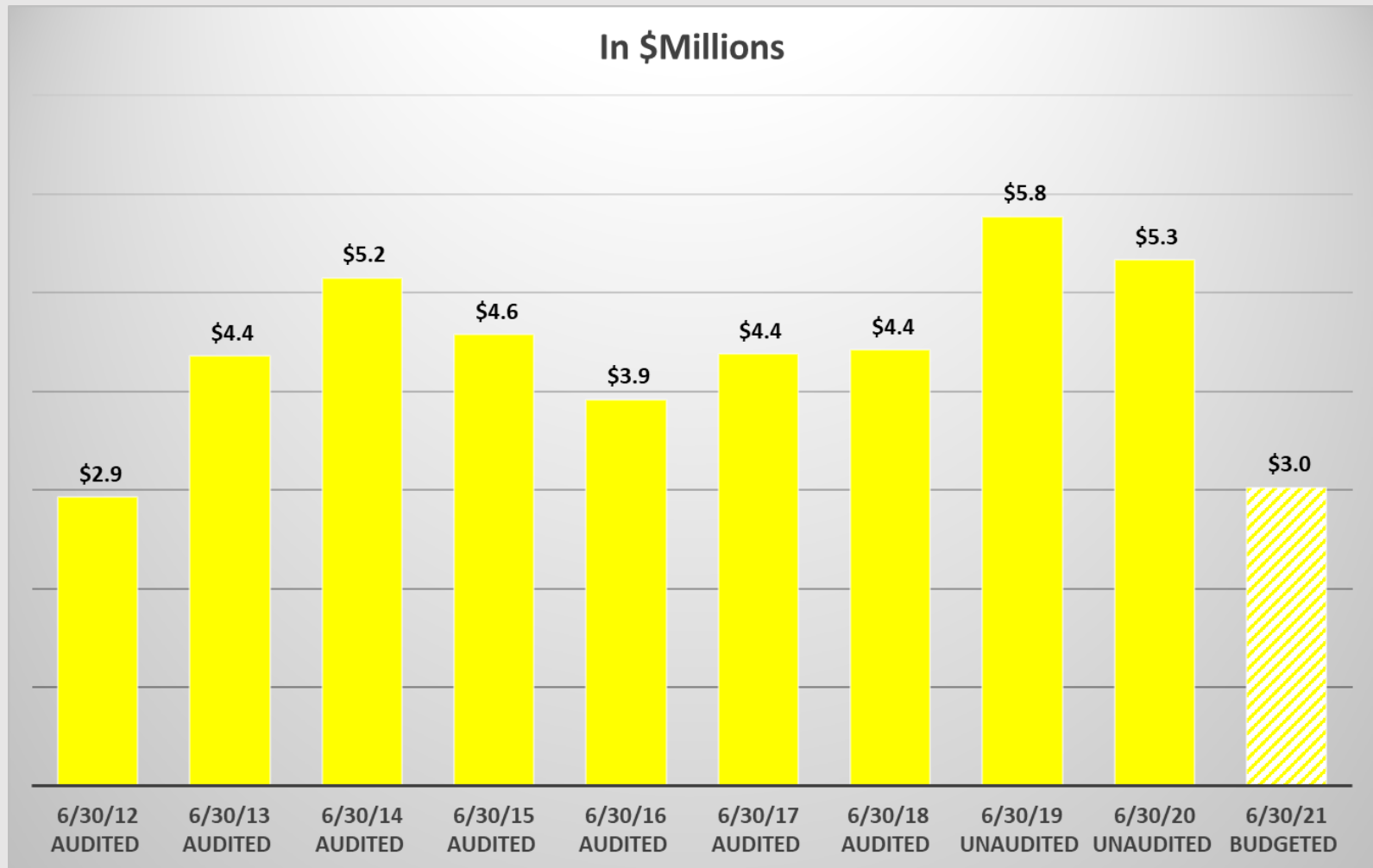


	6/30/12 Audited	6/30/13 Audited	6/30/14 Audited	6/30/15 Audited	6/30/16 Audited	6/30/17 Audited	6/30/18 Audited	6/30/19 Unaudited	6/30/20 Unaudited	6/30/21 Budgeted
Revenues	\$11.0	\$12.3	\$12.8	\$13.2	\$15.5	\$14.8	\$14.2	\$15.4	\$14.2	\$14.2
Expenditures	\$9.9	\$10.9	\$12.0	\$13.8	\$15.9	\$14.4	\$14.1	\$14.1	\$14.7	\$16.6
Net Revenues (Expenditures)	\$1.1	\$1.4	\$0.8	\$(0.6)	\$(0.4)	\$0.4	\$0.1	\$1.3	\$(0.5)	\$(2.4)
Fund Balance	\$2.9	\$4.3	\$5.1	\$4.5	\$4.1	\$4.5	\$4.6	\$5.9	\$5.4	\$3.0

FISCAL YEAR 2020-21 GENERAL FUND EXPENDITURE BUDGET



GENERAL FUND YEAR-END FUND BALANCES FISCAL YEARS 2012-2021



FORECAST OF GENERAL FUND ACTIVITY

FISCAL YEARS 2021 - 2025

In \$Millions



	6/30/21 Budgeted	6/30/22 Forecast	6/30/23 Forecast	6/30/24 Forecast	6/30/25 Forecast
Revenues	\$14.2	\$14.6	\$14.9	\$15.3	\$15.6
Expenditures	\$16.6	\$16.8	\$17.4	\$18.1	\$18.9
Net Revenues (Expenditures)	\$(2.4)	\$(2.2)	\$(2.5)	\$(2.9)	\$(3.3)
Fund Balance	\$3.0	\$0.8	\$(1.7)	\$(4.6)	\$(7.9)

KEY GENERAL FUND EXPENDITURES

[illegible]

- The City has experienced a five-year increase of \$1,438,916 (26.7%) in costs for three key budget areas where no new revenue source has been developed.
- The combined amount of the LA County Sheriff Contract, Annual Unfunded CalPERS unfunded pension liability payment, and Insurance amounts to \$6,834,223. This is 41% of the General Fund Budget.

* The most recent actuary report completed in June 2019, with a measurement date of June 30, 2018, reflects an unfunded liability of \$1.6 million. To date, no funding plan has been developed to reduce this liability.

REVENUE IMPACT FROM THE LOSS OF REDEVELOPMENT AGENCY

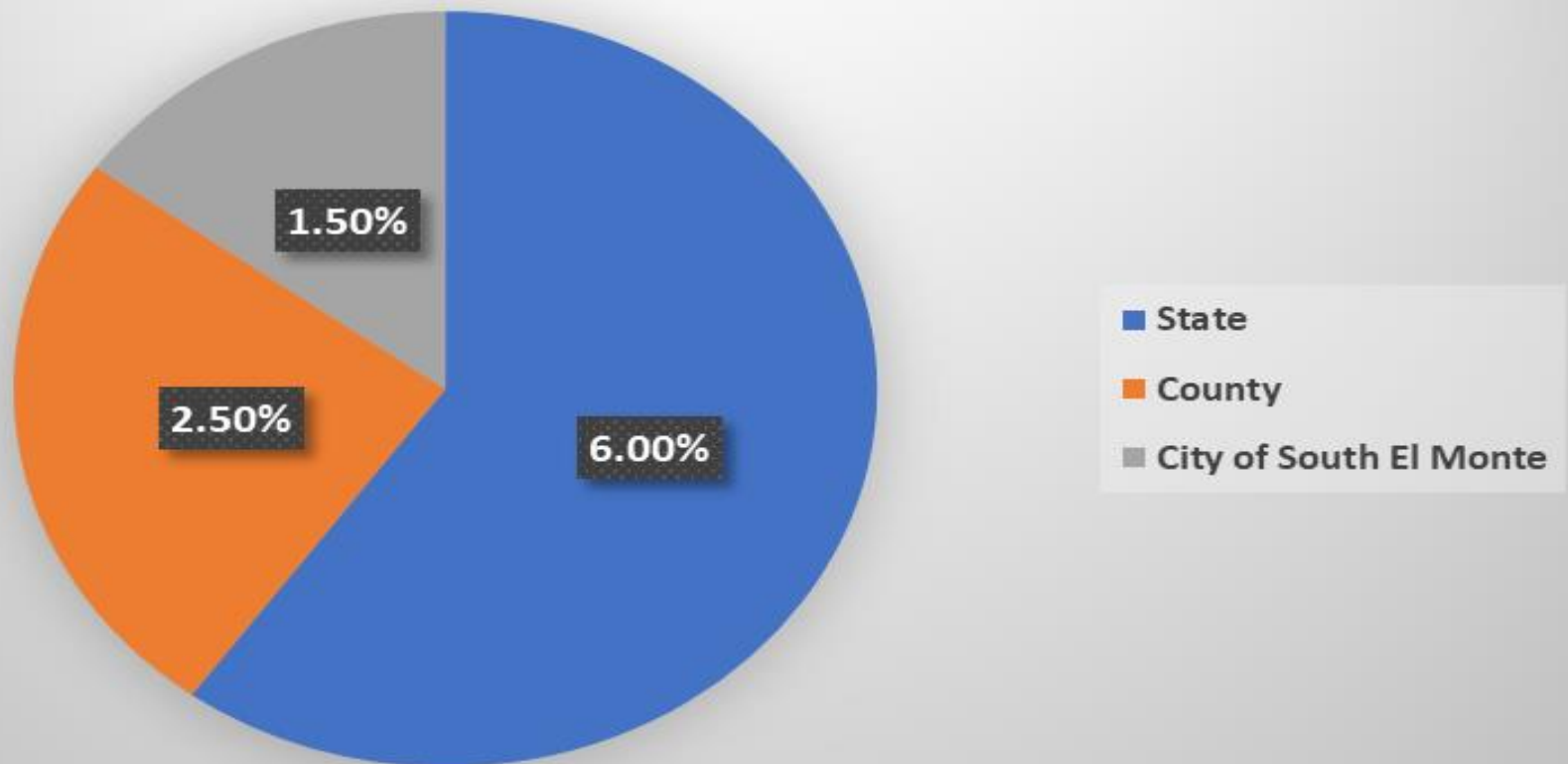
Reporting Fiscal Year Ending Period	General Purpose Property Tax	Redevelopment Property Tax	Total Property Tax
Audited 6/30/12	\$2,659,130	\$2,609,432	\$5,268,562
Audited 6/30/13	2,174,740	0	2,174,740
Audited 6/30/14	2,824,822	0	2,824,822
Audited 6/30/15	2,981,877	0	2,981,877
Audited 6/30/16	2,964,120	0	2,964,120
Audited 6/30/17	3,096,484	0	3,096,484
Audited 6/30/18	3,239,599	0	3,239,599
Budgeted 6/30/19*	3,267,000	0	3,267,000
Budgeted 6/30/20*	3,484,700	0	3,484,700
Budgeted 6/30/21	3,645,306	0	3,645,306

Since the loss of RDA funds in FY 2012, a replacement revenue source has not been secured.

* Budget provided since year is still under audit review

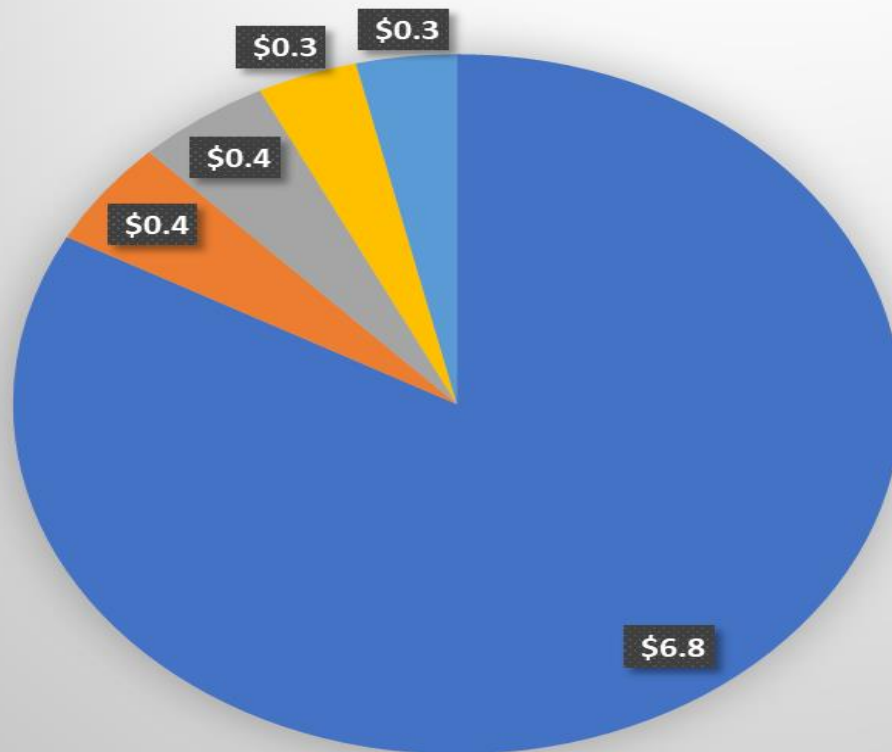
WHERE YOUR SALES TAX DOLLARS GO

Sales, Use, and Transaction Tax Rates
Total = 10.00%



CITY SALES TAX REVENUES FROM ALL SOURCES

Fiscal Year 2020-21 Budget
\$8.2 Million



General Fund 1.5% = \$6.8 Million

■ City General Fund - 1.5% Sales Tax (Fund 01)

Special Revenue Funds = \$1.4 Million

■ County Allocation to City Special Revenue Fund - Prop A Local Return (Fund 44)

■ County Allocation to City Special Revenue Fund - Prop C Local Return (Fund 38)

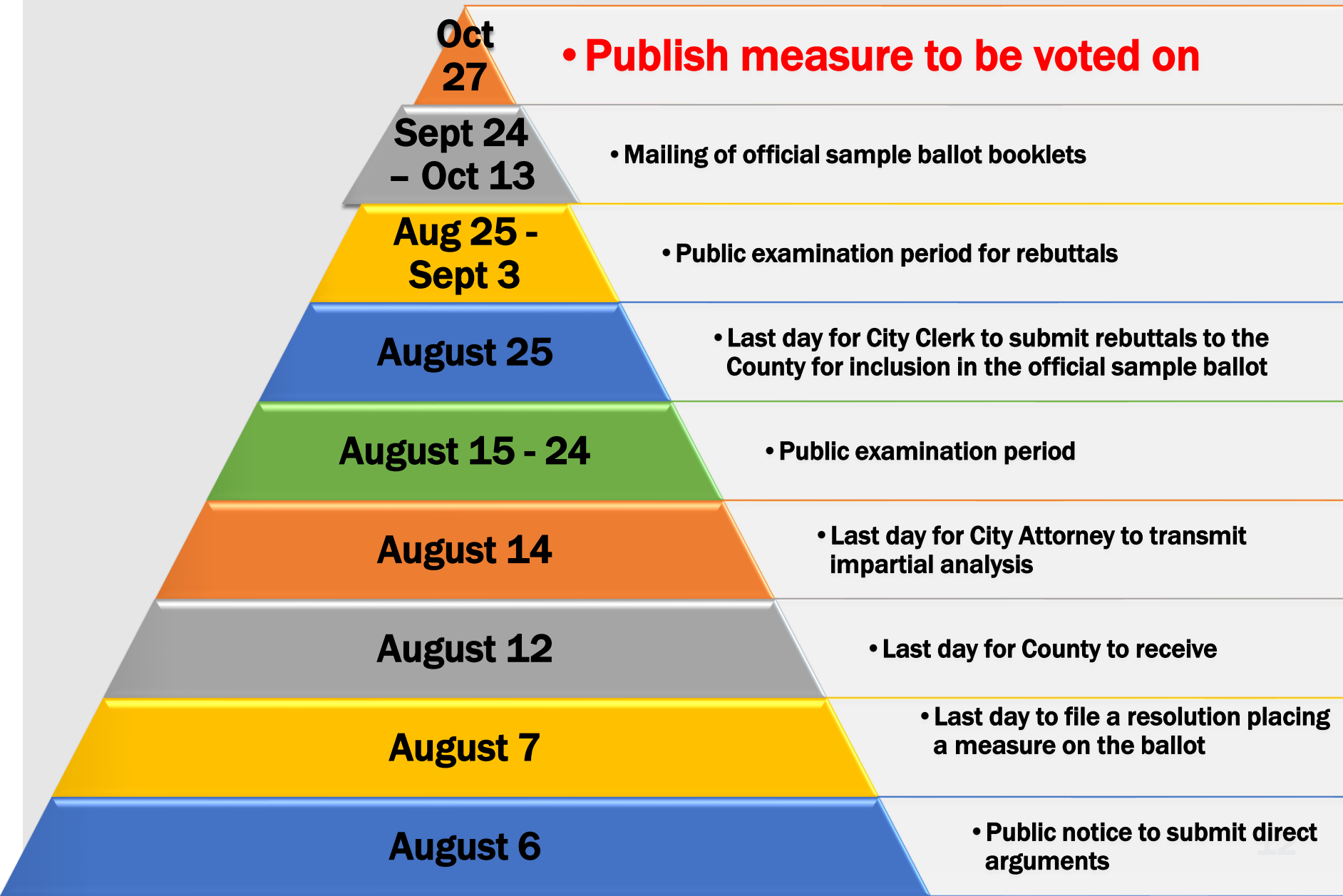
■ County Allocation to City Special Revenue Fund - Measure R Local Return (Fund 45)

■ County Allocation to City Special Revenue Fund - Measure M Local Return (Fund 37)

PROPOSED SALES TAX ORDINANCE

- Currently, the sales and use tax rate in South El Monte is 10.00%.
- State law allows for up to 10.25% sales and use tax rate.
- 21 out of 88 cities in LA County (24%) have already passed legislation providing for the 10.25% sales and use tax rate.
- There is a 0.25% of tax rate remaining available in South El Monte.
 - The City or County may apply for this remaining available 0.25% rate
 - Requires a measure to be placed on the ballot
 - A simple majority vote is required for passage
 - This will produce approximately \$1 million annually
- The proposed City ballot measure requests that the remaining 0.25% of tax rate provide general sales tax revenue to benefit the following:
 - Improve Financial stability
 - Maintain public safety levels
 - Maintain after school programs to develop our youth
 - Continue Youth and Senior services

NOVEMBER 3, 2020 BALLOT MEASURE TIMELINE



CONCLUSION

- Since the loss of the Redevelopment Agency property tax revenues, the City has not secured a new revenue source.
- Substantial cost increases have been incurred in the Sheriff Contract, Insurance, and CalPERS Unfunded Pension Liability. There is no new revenue source to help address these increases.
- The approved FY 2020-21 Budget has a General Fund Deficit of \$2.4 million. This deficit reflects the need to address both revenue augmentation as well as cost savings measures.
 - This ballot measure addresses approximately \$1 Million of the operating deficit.
- The General Fund Reserve Balance is forecast to be only \$3.0 million by the end of fiscal year 2020-21. This balance requires an infusion in order to avoid going into a deficit.
- Community survey conducted in October 2019 reflects that seven-in-ten voters support a City sales tax measure, which has a simple-majority threshold.
- Community demands for services and infrastructure require that additional ongoing revenue is needed.
- It is requested that City Council approve the Tax Measure for placement on the November 3, 2020 ballot so that voters can weigh-in on this important matter.

Questions ?



City Council Agenda Report

**Agenda
Item No.
9.e.**

DATE: July 14, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-82 AND
RESOLUTION NO. 20-83 APPROVING APPROPRIATION
(GANN) LIMIT CALCULATIONS FOR FISCAL YEAR (FY)
2019-20 AND FY 2020-21

SUMMARY: Each year, the City Council is required to review and approve the City's appropriations limit's for the following fiscal year ("FY"). Before the City Council is a resolution to approve the FY 2019-20 Appropriation Limit, and a resolution to approve the FY 2020-21 Appropriation Limit, for the City of South El Monte pursuant to Article XIII B of the State of California Constitution.

RECOMMENDATION: Staff recommends City Council Adopt Resolution No. 20-82, approving FY 2019-20 Appropriation (Gann) Limit Calculation, and adopt Resolution No. 20-83, approving FY 2020-21 Appropriation (Gann) Limit Calculation.

FISCAL IMPACT: None. This is a statutory calculation to adopt the City's annual General Fund spending limit.

DISCUSSION: In November 1979, the State of California approved Proposition 4, which created Article XIII B of the State Constitution that imposed restrictions on the amount of revenue that may be appropriated in any fiscal year. This annual calculation is referred to as the "Appropriation Limit", or more commonly as the "Gann Limit", named after Paul Gann who sponsored Proposition 4 and was also the co-author of Proposition 13.

Because the language in Article XIII B was extremely vague and did not allow for the substantial economic changes that occurred in the State during the late 1980's, California voters approved Proposition 111 eliminating much of the ambiguity and it provided new

adjustment factors that made the appropriation limit more responsive to the local growth issues.

Staff has prepared the FY 2019-20 and FY 2020-21 Gann Limit calculations using the appropriation limit adjustment factors and has summarized them each fiscal year. The FY 2019-20 Gann Limit calculation should have been filed in the prior fiscal year. It is now being filed to bring the City into compliance. The City's spending limit is substantially less than the statutory limit for FY 2019-2020. The adoption of this spending limit is an administrative requirement imposed by State law.

For FY 2019-20, the limit was \$137,126,198, and for FY 2020-21, the limit is \$148,274,558. For both years, the City is significantly under the limit, with only 10.3% of the Gann Limit capacity being met for FY 2019-20, and 11.2% of the Gann Limit capacity expected to be met for FY 2020-21.

City staff recommends that the City Council adopt Resolution No. 20-82 establishing the City's Appropriation Limit at \$137,126,198 for FY 2019-20, and adopt Resolution No. 20-83 establishing the City's Appropriation Limit at \$148,274,558 for FY 2020-21.

ATTACHMENTS:

[Attachment A - Resolution No. 20-82](#)

[Exhibit A to Resolution No. 20-82](#)

[Attachment B - Resolution No. 20-83](#)

[Exhibit A to Resolution No. 20-83](#)

ATTACHMENT A

RESOLUTION NO. 20-82

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ESTABLISHING THE FISCAL YEAR 2019-20 APPROPRIATIONS LIMIT
FOR THE CITY PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA
CONSTITUTION

WHEREAS, the voters of the State of California in November 1979 added Article XIII B (Proposition 4) to the State Constitution placing various limitations on the appropriations of the State and local governments; and

WHEREAS, the voters of the State of California in June 1990 modified Article XIII B by approving Proposition 111, which revised the annual adjustment factors to be applied to the 1986-87 limit and each year thereafter; and

WHEREAS, the City of South El Monte has complied with all provisions of Article XIII B in determining the Appropriation Limit for the 2019-20 fiscal year.

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

SECTION 1. The Appropriation Limit for the 2019-20 Fiscal Year shall be \$137,126,198 for the City as determined by Exhibit A attached hereto.

SECTION 2. The inflation factor being used to calculate the Fiscal Year 2019-20 appropriations limit is the increase in the City's property taxable values due to non-residential new construction as a percentage of the total taxable value increases as of the Fiscal 2018-19 lien year roll date.

SECTION 3. The population factor being used to calculate the Fiscal Year 2019-20 appropriations limit is the City's population growth between January 2018 and January 2019, as reported by the State Department of Finance.

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

PASSED, APPROVED AND ADOPTED this 14th day of July 2020.

Gloria Olmos, Mayor

ATTEST:

Donna Schwartz, City Clerk

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

I, Donna Schwartz, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 20-82, was duly passed and approved by the South El Monte City Council at a Regular meeting of said Council held on the 14th day of July 2020, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna Schwartz, City Clerk

Exhibit A

CITY of SOUTH EL MONTE
Article XIII B Appropriations Limit
Fiscal Year 2019-2020
Appropriations Limit

A. Fiscal Year 2018-2019 Limit 129,719,230

B. Adjustment Factors:

1. Population % 1.0095

2. Inflation % 1.0472

Total Adjustment % 1.0571

C. Annual Adjustment \$ 7,406,968

D. Fiscal Year 2019-2020 Limit 137,126,198

CITY of SOUTH EL MONTE
Article XIII B Appropriations Limit
Fiscal Year 2019-2020
Appropriation Limit Adjustment Factors

Per State Department of Finance	<u>% Change</u>	<u>Factor</u>
Percent increase City	0.95%	1.00950
Percent decrease County	-0.01%	0.99990

Population Factor Selected:
Percent increase City 1.0095

Price Factor:	<u>% Change</u>	<u>Factor</u>
California Per Capita Personal Income	3.85%	1.03850
Non-Residential Assessed Valuation	4.72%	1.04720

Price Factor Selected:
Non-Residential Assessed Valuation 1.0472



May 2019

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2019, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2019-20. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2019-20 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2019.**

Please Note: The prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY BOSLER

Director

By:

Vivek Viswanathan
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2019-20 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2019-20	3.85

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2019-20 appropriation limit.

2019-20:

Per Capita Cost of Living Change = 3.85 percent
Population Change = 0.47 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.85 + 100}{100} = 1.0385$

Population converted to a ratio: $\frac{0.47 + 100}{100} = 1.0047$

Calculation of factor for FY 2019-20: $1.0385 \times 1.0047 = 1.0434$

Fiscal Year 2019-20

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u> <u>Population</u>
	2018-2019	1-1-18	1-1-19	1-1-2019
Los Angeles				
Agoura Hills	-0.15	20,874	20,842	20,842
Alhambra	-0.16	87,070	86,931	86,931
Arcadia	0.64	58,516	58,891	58,891
Artesia	0.05	16,824	16,833	16,919
Avalon	-0.29	3,856	3,845	3,845
Azusa	2.14	50,237	51,313	51,313
Baldwin Park	0.16	77,161	77,286	77,286
Bell	0.69	36,307	36,556	36,556
Bellflower	0.04	78,279	78,308	78,308
Bell Gardens	-0.35	43,123	42,972	42,972
Beverly Hills	-0.20	34,697	34,627	34,627
Bradbury	-0.65	1,084	1,077	1,077
Burbank	-0.21	106,175	105,952	105,952
Calabasas	-0.19	24,284	24,239	24,239
Carson	-0.01	93,609	93,604	93,604
Cerritos	0.86	50,280	50,711	50,711
Claremont	0.09	36,479	36,511	36,511
Commerce	-0.25	13,054	13,021	13,021
Compton	-0.28	98,985	98,711	98,711
Covina	-0.08	48,914	48,876	48,876
Cudahy	-0.28	24,333	24,264	24,264
Culver City	0.96	39,790	40,173	40,173
Diamond Bar	-0.13	57,572	57,495	57,495
Downey	-0.18	114,413	114,212	114,212
Duarte	-0.25	22,007	21,952	21,952
El Monte	0.76	116,315	117,204	117,204
El Segundo	-0.01	17,067	17,066	17,066
Gardena	-0.19	61,158	61,042	61,042
Glendale	0.73	204,782	206,283	206,283
Glendora	0.07	52,086	52,122	52,122
Hawaiian Gardens	-0.22	14,723	14,690	14,690
Hawthorne	-0.16	87,996	87,854	87,854
Hermosa Beach	0.17	19,814	19,847	19,847
Hidden Hills	-0.79	1,900	1,885	1,885
Huntington Park	-0.06	59,386	59,350	59,350
Industry	0.00	432	432	432
Inglewood	-0.19	112,759	112,549	112,549
Irwindale	4.08	1,447	1,506	1,506

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2019-20

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change	--- Population Minus Exclusions ---		Total Population
	2018-2019	1-1-18	1-1-19	1-1-2019
La Canada Flintridge	-0.10	20,623	20,602	20,602
La Habra Heights	-0.07	5,489	5,485	5,485
Lakewood	-0.13	81,459	81,352	81,352
La Mirada	-0.05	49,585	49,558	49,558
Lancaster	0.28	156,841	157,273	161,604
La Puente	0.19	40,719	40,795	40,795
La Verne	-0.11	33,239	33,201	33,201
Lawndale	-0.27	33,527	33,436	33,436
Lomita	-0.06	20,776	20,763	20,763
Long Beach	-0.21	475,921	474,941	475,013
Los Angeles	0.05	4,035,356	4,037,190	4,040,079
Lynwood	-0.22	71,497	71,343	71,343
Malibu	-7.42	13,011	12,046	12,046
Manhattan Beach	-0.24	36,010	35,922	35,922
Maywood	-0.21	28,029	27,971	27,971
Monrovia	-0.14	38,582	38,529	38,529
Montebello	-0.11	64,316	64,247	64,247
Monterey Park	-0.38	62,061	61,828	61,828
Norwalk	-0.12	106,077	105,950	106,744
Palmdale	0.05	157,782	157,854	157,854
Palos Verdes Estates	-0.26	13,579	13,544	13,544
Paramount	-0.01	55,503	55,497	55,497
Pasadena	0.90	145,003	146,312	146,312
Pico Rivera	-0.42	64,306	64,033	64,033
Pomona	0.08	154,189	154,310	154,310
Rancho Palos Verdes	-0.24	42,647	42,543	42,560
Redondo Beach	0.16	68,361	68,473	68,473
Rolling Hills	-0.32	1,898	1,892	1,892
Rolling Hills Estates	-0.08	8,254	8,247	8,247
Rosemead	-0.25	55,237	55,097	55,097
San Dimas	-0.25	34,669	34,584	34,584
San Fernando	1.32	24,593	24,918	24,918
San Gabriel	-0.22	41,270	41,178	41,178
San Marino	-0.06	13,360	13,352	13,352
Santa Clarita	2.70	212,378	218,103	218,103
Santa Fe Springs	0.04	18,208	18,216	18,261
Santa Monica	-0.11	93,698	93,593	93,593
Sierra Madre	-0.27	11,165	11,135	11,135
Signal Hill	0.31	11,758	11,795	11,795
South El Monte	0.95	21,092	21,293	21,293

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2018-2019	1-1-18	1-1-19	1-1-2019
South Gate	-0.25	97,019	96,777	96,777
South Pasadena	-0.12	26,276	26,245	26,245
Temple City	0.37	36,447	36,583	36,583
Torrance	-0.24	148,408	148,054	148,054
Vernon	-0.33	302	301	301
Walnut	-0.02	30,557	30,551	30,551
West Covina	-0.25	108,388	108,116	108,116
West Hollywood	-0.17	36,723	36,660	36,660
Westlake Village	-0.86	8,451	8,378	8,378
Whittier	-0.26	87,756	87,526	87,526
Unincorporated	-0.87	1,055,092	1,045,918	1,046,858
County Total	-0.01	10,245,275	10,244,542	10,253,716

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

THE CITY OF SOUTH EL MONTE NONRESIDENTIAL NEW CONSTRUCTION

2017/18 TO 2018/19 TAX YEARS - IN PARCEL NUMBER ORDER

Parcel	Use Category	Owner	Prior Year Improvements	Current Year Improvements	Percent Change
5281-024-034	Industrial	Lpc Holdings Llc	1,389,000	1,666,853	+ 20.0%
8102-008-016	Industrial	Jebbia Gloria	110,389	607,000	+ 449.9%
8102-015-024	Industrial	Seaco Llc	635,669	816,000	+ 28.4%
8102-021-012	Industrial	Kay Kenneth J Cotrustee Et Al Morton M	197,708	641,994	+ 224.7%
8102-021-013	Industrial	Kay Kenneth J Cotrustee Et Al Morton M	230,246	676,108	+ 193.6%
8102-028-008	Commercial	Johns Genevieve L Trust Barnett Deceas	22,011	51,000	+ 131.7%
8103-018-025	Industrial	Kay Kenneth J Cotrustee Et Al Morton M	249,255	397,408	+ 59.4%
8103-020-034	Industrial	Eternity Real Estate Llc	806,953	861,192	+ 6.7%
8104-026-023	Industrial	Rambeau Investments Inc	779,955	921,901	+ 18.2%
8113-013-016	Commercial	Garfield Beach Cvs Llc Sublessee 1954 I	3,653,535	4,849,827	+ 32.7%
8114-022-047	Industrial	Saxton Linda J Trust Hurley Deceased Ti	376,291	541,129	+ 43.8%
8116-001-035	Industrial	Andruss Family Llc	51,948	61,696	+ 18.8%
8116-022-053	Industrial	Vacco Industries	7,406,785	9,705,705	+ 31.0%
8117-001-005	Industrial	Kay Kenneth J Cotrustee Et Al Morton M	1,412,080	1,546,958	+ 9.6%
8117-002-002	Industrial	Ted Levine Drum Company	963,007	1,079,970	+ 12.1%
8117-003-005	Industrial	H2 Group Llc	1,678,920	1,791,752	+ 6.7%
8117-006-028	Industrial	Kay Kenneth J Cotrustee Et Al Morton M	270,310	456,607	+ 68.9%
8117-007-035	Industrial	Kay Kenneth J Cotrustee Et Al Morton M	122,592	292,004	+ 138.2%
8117-007-056	Industrial	Adelia Investments Llc	1,299,620	1,365,612	+ 5.1%
8117-008-012	Industrial	Franzen Keith	52,994	73,823	+ 39.3%
8117-009-016	Industrial	Yim Daniel Cotrustee Yim And Chan Farr	420,585	452,096	+ 7.5%
8117-012-030	Industrial	Southern California Food Inc	343,272	434,894	+ 26.7%
8117-014-026	Industrial	Kay Kenneth J Cotrustee Et Al Morton M	124,616	175,931	+ 41.2%
8581-017-026	Industrial	Johns Genevieve L Trust Barnett Deceas	33,570	306,000	+ 811.5%
8581-017-027	Commercial	Johns Genevieve L Trust Barnett Deceas	8,208	27,540	+ 235.5%
25 Parcels Listed			22,639,519	29,801,000	+ 31.6%

This calculation reflects the 2018/19 increase in taxable values for this city due to non-residential new construction as a percentage of the total taxable value **Increase** (as of the 2018/19 lien year roll date). This percentage may be used as an alternative to the change in California per-capita personal income for calculating a taxing agency's annual adjustment of its Appropriation Limit pursuant to Article XIII B of the State Constitution as Amended by Proposition 111 in June, 1990.

Total Change in Non-Residential Valuation Due to New Development	7,161,481
Less Automatic 2.000% Assessors's Inflation Adjustment	-452,790
<u>Actual Change in Non-Residential Valuation</u>	<u>6,708,691</u>
Change in Total Assessed Value	142,018,576
= Alternate 2019/20 Appropriations Limit Factor	4.72%

Includes taxable primary parcels with known nonresidential use codes, no prior lien year transfers, and improvement value increases greater than 2.0%
Change in Total Assessed Value is the assessed value change of the locally assessed secured and unsecured tax rolls.

Data Source: Los Angeles County Assessor 2018/19 Secured Tax Rolls

Prepared On 3/19/2019 By MV

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ATTACHEMENT B

RESOLUTION NO. 20-83

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ESTABLISHING THE FISCAL YEAR 2010-21 APPROPRIATIONS LIMIT
FOR THE CITY PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA
CONSTITUTION

WHEREAS, the voters of the State of California in November 1979 added Article XIII B (Proposition 4) to the State Constitution placing various limitations on the appropriations of the State and local governments; and

WHEREAS, the voters of the State of California in June 1990 modified Article XIII B by approving Proposition 111, which revised the annual adjustment factors to be applied to the 1986-87 limit and each year thereafter; and

WHEREAS, the City of South El Monte has complied with all provisions of Article XIII B in determining the Appropriation Limit for the 2020-21 fiscal year.

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

SECTION 1. The Appropriation Limit for the 2020-21 Fiscal Year shall be \$148,274,558 for the City as determined by Exhibit A attached hereto.

SECTION 2. The inflation factor being used to calculate the Fiscal Year 2020-21 appropriations limit is the increase in the City's property taxable values due to non-residential new construction as a percentage of the total taxable value increases as of the Fiscal 2019-20 lien year roll date.

SECTION 3. The population factor being used to calculate the Fiscal Year 2020-21 appropriations limit is the City's population growth between January 2019 and January 2020, as reported by the State Department of Finance.

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

PASSED, APPROVED AND ADOPTED this 14th day of July 2020.

Gloria Olmos, Mayor

ATTEST:

Donna Schwartz, City Clerk

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

I, Donna Schwartz, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 20-83, was duly passed and approved by the South El Monte City Council at a Regular meeting of said Council held on the 14th day of July 2020, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna Schwartz, City Clerk

Exhibit A

CITY of SOUTH EL MONTE
Article XIII B Appropriations Limit
Fiscal Year 2020-2021
Appropriations Limit

A. Fiscal Year 2019-2020 Limit 137,126,198

B. Adjustment Factors:

1. Population % 1.0198

2. Inflation % 1.0603

Total Adjustment % 1.0813

C. Annual Adjustment \$ 11,148,360

D. Fiscal Year 2020-2021 Limit 148,274,558

CITY of SOUTH EL MONTE
Article XIII B Appropriations Limit
Fiscal Year 2020-2021
Appropriation Limit Adjustment Factors

Per State Department of Finance	<u>% Change</u>	<u>Factor</u>
Percent increase City	1.98%	1.01980
Percent decrease County	-0.11%	0.99890

Population Factor Selected:	
Percent increase City	1.0198

Price Factor:	<u>% Change</u>	<u>Factor</u>
California Per Capita Personal Income	3.73%	1.03730
Non-Residential Assessed Valuation	6.03%	1.06030

Price Factor Selected:	
Non-Residential Assessed Valuation	1.0603



May 2020

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2020, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2020-21. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2020-21 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2020.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data. Given the stay-at-home orders due to COVID-19, growth in the coming years may be substantially lower than recent trends.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s/ Keely Martin Bosler

KEELY MARTIN BOSLER
Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2020-21 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2020-21	3.73

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2020-21 appropriation limit.

2020-21:

Per Capita Cost of Living Change = 3.73 percent
Population Change = 0.22 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.73 + 100}{100} = 1.0373$

Population converted to a ratio: $\frac{0.22 + 100}{100} = 1.0022$

Calculation of factor for FY 2020-21: $1.0373 \times 1.0022 = 1.0396$

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2019 to January 1, 2020 and Total Population, January 1, 2019

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2019-2020	1-1-19	1-1-20	1-1-2020
Los Angeles				
Agoura Hills	-0.27	20,622	20,566	20,566
Alhambra	0.00	86,793	86,792	86,792
Arcadia	-0.09	57,262	57,212	57,212
Artesia	-0.27	16,448	16,404	16,490
Avalon	-0.25	3,939	3,929	3,929
Azusa	0.24	49,537	49,658	49,658
Baldwin Park	-0.08	76,311	76,252	76,252
Bell	0.06	36,510	36,531	36,531
Bellflower	-0.16	78,239	78,110	78,110
Bell Gardens	-0.31	42,579	42,449	42,449
Beverly Hills	-0.45	33,926	33,775	33,775
Bradbury	-0.38	1,056	1,052	1,052
Burbank	0.35	105,496	105,861	105,861
Calabasas	0.03	24,185	24,193	24,193
Carson	-0.05	93,153	93,108	93,108
Cerritos	0.00	49,995	49,994	49,994
Claremont	-0.18	35,872	35,807	35,807
Commerce	-0.47	12,929	12,868	12,868
Compton	-0.18	98,206	98,032	98,032
Covina	0.33	48,683	48,846	48,846
Cudahy	-0.23	24,227	24,172	24,172
Culver City	0.54	39,493	39,705	39,705
Diamond Bar	-0.23	57,308	57,177	57,177
Downey	-0.29	113,863	113,529	113,529
Duarte	-0.04	21,681	21,673	21,673
El Monte	0.10	116,563	116,675	116,675
El Segundo	-0.21	16,812	16,777	16,777
Gardena	0.07	60,892	60,937	60,937
Glendale	0.22	204,883	205,331	205,331
Glendora	0.44	51,840	52,067	52,067
Hawaiian Gardens	-0.25	14,685	14,649	14,649
Hawthorne	-0.19	87,071	86,903	86,903
Hermosa Beach	-0.14	19,641	19,614	19,614
Hidden Hills	0.32	1,862	1,868	1,868
Huntington Park	-0.21	59,642	59,515	59,515
Industry	0.00	427	427	427
Inglewood	-0.33	112,345	111,971	111,971
Irwindale	-0.62	1,443	1,434	1,434

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2019 to January 1, 2020 and Total Population, January 1, 2019

County City	Percent Change	--- Population Minus Exclusions ---		Total Population
	2019-2020	1-1-19	1-1-20	1-1-2020
La Canada Flintridge	-0.18	20,497	20,461	20,461
La Habra Heights	-0.16	5,470	5,461	5,461
Lakewood	-0.31	80,168	79,919	79,919
La Mirada	-0.27	49,007	48,877	48,877
Lancaster	0.10	157,174	157,338	161,699
La Puente	0.09	40,532	40,568	40,568
La Verne	0.03	33,289	33,300	33,300
Lawndale	-0.24	32,879	32,799	32,799
Lomita	-0.32	20,614	20,549	20,549
Long Beach	-0.12	472,730	472,140	472,217
Los Angeles	-0.06	4,010,280	4,007,960	4,010,684
Lynwood	-0.39	71,549	71,269	71,269
Malibu	-0.54	11,784	11,720	11,720
Manhattan Beach	-0.48	35,419	35,250	35,250
Maywood	-0.30	27,988	27,904	27,904
Monrovia	-0.06	37,956	37,935	37,935
Montebello	-0.31	63,742	63,544	63,544
Monterey Park	-0.34	60,943	60,734	60,734
Norwalk	-0.21	105,087	104,862	105,717
Palmdale	-0.24	157,117	156,737	156,737
Palos Verdes Estates	-0.30	13,230	13,190	13,190
Paramount	-0.19	55,569	55,461	55,461
Pasadena	0.11	144,686	144,842	144,842
Pico Rivera	-0.03	63,390	63,374	63,374
Pomona	0.09	154,675	154,817	154,817
Rancho Palos Verdes	-0.26	41,821	41,714	41,731
Redondo Beach	-0.24	67,154	66,994	66,994
Rolling Hills	-0.32	1,880	1,874	1,874
Rolling Hills Estates	0.39	8,035	8,066	8,066
Rosemead	0.30	54,198	54,363	54,363
San Dimas	-0.28	34,042	33,945	33,945
San Fernando	1.65	24,798	25,207	25,207
San Gabriel	-0.22	40,194	40,104	40,104
San Marino	-0.14	13,106	13,087	13,087
Santa Clarita	0.10	221,703	221,932	221,932
Santa Fe Springs	-0.29	18,303	18,250	18,295
Santa Monica	-0.13	92,480	92,357	92,357
Sierra Madre	-0.25	10,843	10,816	10,816
Signal Hill	-0.27	11,744	11,712	11,712
South El Monte	1.98	20,792	21,204	21,204

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2019 to January 1, 2020 and Total Population, January 1, 2019

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2019-2020	1-1-19	1-1-20	1-1-2020
South Gate	-0.21	97,211	97,003	97,003
South Pasadena	-0.26	25,524	25,458	25,458
Temple City	0.14	36,098	36,150	36,150
Torrance	-0.26	145,922	145,546	145,546
Vernon	-0.34	298	297	297
Walnut	-0.16	29,977	29,929	29,929
West Covina	-0.30	106,313	105,999	105,999
West Hollywood	-0.36	36,335	36,203	36,203
Westlake Village	-0.18	8,227	8,212	8,212
Whittier	-0.31	87,073	86,801	86,801
Unincorporated	-0.50	1,038,938	1,033,771	1,034,689
County Total	-0.11	10,175,203	10,163,868	10,172,951

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

THE CITY OF SOUTH EL MONTE

NONRESIDENTIAL NEW CONSTRUCTION

2018/19 TO 2019/20 TAX YEARS - IN PARCEL NUMBER ORDER

Parcel	Use Category	Owner	Prior Year Improvements	Current Year Improvements	Percent Change
5281-004-023	Industrial	Malama Pono Properties Llc	73,668	265,000	+ 259.7%
5281-007-024	Industrial	Lincoln Training Center And Rehabilitatio	1,763,189	1,873,452	+ 6.3%
5281-022-028	Commercial	Mariscal Painting Inc	69,278	107,383	+ 55.0%
8102-010-021	Industrial	Carrera Jose L And Martha	277,054	393,773	+ 42.1%
8102-012-003	Industrial	Goehring Richard E Iii Trust Jeanette De	77,117	380,000	+ 392.8%
8102-021-004	Industrial	Dang Steven T And Lee Rose H	163,720	262,343	+ 60.2%
8102-036-020	Industrial	Hieu Investments Llc	3,956,771	4,611,906	+ 16.6%
8104-026-015	Industrial	Bennett Avenue Properties Llc	0	236,000	+ 99,999.9%
8114-012-031	Commercial	Hem Moorfield Sem Llc	1,201,560	3,126,434	+ 160.2%
8114-019-019	Industrial	Tri Star Business Park Llc	2,169,175	4,590,000	+ 111.6%
8114-023-048	Institutional	Roman Catholic Archbishop Of L A	1,453,312	1,505,651	+ 3.6%
8116-017-015	Industrial	Wens Management Llc	709,000	787,746	+ 11.1%
8116-022-053	Industrial	Vacco Industries	9,705,705	10,610,389	+ 9.3%
8117-006-044	Industrial	Golden Sun Llc	114,099	215,000	+ 88.4%
8117-007-018	Industrial	Yang Bing And Liu Alice	612,633	918,424	+ 49.9%
8117-007-020	Industrial	Smith Christopher J	281,807	375,612	+ 33.3%
8117-007-036	Industrial	Yang Bing And Liu Alice	779,523	1,117,748	+ 43.4%
8119-008-041	Commercial	Shiv Shakti Inc	2,729,392	4,211,979	+ 54.3%
8581-037-006	Commercial	Cortez Vicente A Trust Vicente Cortez Tri	450,387	530,394	+ 17.8%
19 Parcels Listed			26,587,390	36,119,234	+ 35.9%

This calculation reflects the 2019/20 increase in taxable values for this city due to non-residential new construction as a percentage of the total taxable value **Increase** (as of the 2019/20 lien year roll date). This percentage may be used as an alternative to the change in California per-capita personal income for calculating a taxing agency's annual adjustment of its Appropriation Limit pursuant to Article XIIIB of the State Constitution as Amended by Proposition 111 in June, 1990.

Total Change in Non-Residential Valuation Due to New Development	9,531,844
Less Automatic 2.000% Assessors's Inflation Adjustment	-531,748
<u>Actual Change in Non-Residential Valuation</u>	<u>9,000,096</u>
<u>Change in Total Assessed Value</u>	<u>149,361,095</u>
= Alternate 2020/21 Appropriations Limit Factor	6.03%

Includes taxable primary parcels with known nonresidential use codes, no prior lien year transfers, and improvement value increases greater than 2.0%
Change in Total Assessed Value is the assessed value change of the locally assessed secured and unsecured tax rolls.

Data Source: Los Angeles County Assessor 2019/20 Secured Tax Rolls

Prepared On 4/8/2020 By DS

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