

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



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

CITY OF SOUTH EL MONTE

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

AGENDA

May 28, 2024, 6:00 PM
1415 Santa Anita Avenue, South El Monte, CA 91733

PUBLIC COMMENT

To participate during public comment via teleconference, see below:

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

Webinar ID: 865 8171 1880

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

LIVE STREAMING OF MEETINGS

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

AMERICANS WITH DISABILITIES ACT

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the City Clerk's office at (626) 579-6540 at least 72 hours prior to the meeting.

GENERAL COMMENT

Members of the public wishing to submit a general comment or a comment on an agenda item, can email dschwartz@soelmonte.org or call (626) 579-6540 to leave a voicemail message. All comments received an hour before the scheduled meeting will be read during public comment and made part of the record.

MEETINGS

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

POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES

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

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

VIEWING OF AGENDA PACKETS

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

ISSUES RELATED TO AGENDA

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

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

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

AGENDA BEGINS ON THE FOLLOWING PAGE

1. ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

Councilmember Rudy Bojorquez

3. INVOCATION

Mayor Gloria Olmos

4. PRESENTATIONS

4.a. Presentation of Certificates of Recognition to South El Monte High School Students who are Recipients of the 2024 El Monte/South El Monte Chamber of Commerce State of the City Scholarships

4.b. Proclamation Proclaiming the Month of May 2024 as Asian Americans and Pacific Islanders Heritage Month

4.c. Sheriff's Department Report for the Month of April 2024

4.d. Code Enforcement and Public Safety Department Report for the Month of April 2024

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

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

6. PUBLIC COMMENT

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

7. CONSENT CALENDAR

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

CONSENT CALENDAR (CONTINUED)

7.a. CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF MAY 14, 2024

Staff is requesting approval of Minutes for the May 14, 2024, Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the May 14, 2024, Regular City Council Meeting.

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-167, APPROVING WARRANTS FOR THE PERIOD OF MAY 15, 2024, THROUGH MAY 28, 2024

Authorizing payment of City expenditures for the period of May 15, 2024, through May 28, 2024, totaling \$1,814,368.03.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 24-167, authorizing payment of City expenditures.

7.c. CONSIDERATION AND APPROVAL OF RESOLUTION 24-173, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH RIO HONDO COMMUNITY COLLEGE DISTRICT FOR FREE-HIGH QUALITY EDUCATIONAL PROGRAMS AT THE SENIOR CENTER

The Memorandum of Understanding ("MOU") between the City of South El Monte ("City") and the Rio Hondo Community College District ("Rio Hondo") will provide free-high quality educational programs at the Senior Center from July 1, 2024, to June 30, 2029.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-173, approving the proposed MOU between the City and Rio Hondo; and
2. Authorize the City Manager to execute the agreement.

7.d. – 7.f. next page.

CONSENT CALENDAR (CONTINUED)

7.d. CONSIDERATION AND APPROVAL OF RESOLUTION 24-174, APPROVING AMENDMENT NO. 1 TO AGREEMENT WITH ECOLANE USA, INC. FOR DEMAND RESPONSIVE SCHEDULING AND DISPATCHING SOFTWARE SYSTEM

The City of South El Monte Transportation Division provides transportation for the elderly population, people with disabilities, and youth participants. The City has contracted Ecolane USA, Inc. ("Ecolane") to provide a demand responsive scheduling and dispatching software system aimed to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options. Amendment No.1 will renew and extend the contract service agreement for two (2) additional one (1) year terms.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-174, approving Amendment No. 1 renewing and extending the current agreement between the City and Ecolane for two (2) additional one (1) year terms; and
2. Authorize City Manager or designee to execute agreement.

7.e. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-175, AUTHORIZING AKITOI LEARNING CENTER, LLC, TO INSTALL A NEW PLAYGROUND STRUCTURE AT THE MINI CENTER

The City of South El Monte has leased the Mini Center building, located at 1824 Central Avenue, to Akitoi Learning Center, LLC, (Akitoi) since 2011. The Director of Akitoi is requesting approval to install a new playground structure at the Mini Center.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 24-175, authorizing the installation of a new playground structure at the Mini Center.

7.f. REVIEW OF 4TH OF JULY FIREWORKS STAND PERMIT APPLICATIONS

Pursuant to Section 8.08.050 of the South El Monte Municipal Code, the City Council has the authority to grant up to eight fireworks stand permits per year to qualified organizations. Pursuant to 8.08.040, the City Administrator is required to investigate and report to the Council recommending for or against issuance of the requested permits.

RECOMMENDED ACTION: Staff recommends City Council receive and file the report and grant permits to allow for four (4) firework stands and for which applications have been received in conjunction with the Fourth of July 2024. The Planning Division has reviewed the applications and find that they comply with Chapter 8.08 of the South El Monte Municipal Code.

7.g. and 7.h. next page

CONSENT CALENDAR (CONTINUED)

7.g. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-176, APPROVING A SITE-HOST AGREEMENT WITH ELECTRIC VEHICLE CHARGING SOLUTIONS (EVCS) TO INSTALL ELECTRIC CHARGING STATIONS FOR PUBLIC USE

Staff seeks City Council approval to enter into a site host agreement with Electric Vehicle Charging Solutions (EVCS) for the installation of electric vehicle charging infrastructure and systems in the Community Center's rear parking lot.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-176, approving a Site-Host Agreement with Electric Vehicle Charging Solutions for the installation of electric vehicle chargers for public use; and
2. Authorize City Manager or designee to negotiate and execute the agreement.

7.h. CONSIDERATION AND APPROVAL TO REJECT THE SOLE BID RECEIVED FOR SANITARY SEWER CLOSED-CIRCUIT TELEVISION (CCTV) AND CONDITION ASSESSMENT AND ASSIGN THE SEWER CONDITION ASSESSMENT TO THE CITY'S ENGINEERING DIVISION FOR FURTHER EVALUATION

The City received only one proposal for the Sanitary Sewer Closed-Circuit Television (CCTV) and Condition Assessment. Staff recommends rejecting the received proposal and assigning the sewer condition assessment to the City's Engineering Division for further analysis.

RECOMMENDED ACTION: Staff recommends City Council reject the single proposal received and allow the City's Engineering Division to conduct a further assessment of the City's sewer condition. This assessment will involve utilizing past studies conducted by the City, along with county data, to gain a better understanding of the sewer's current condition.

7.i. and 7.j. next page

CONSENT CALENDAR (CONTINUED)

7.i. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-177, APPROVING SUBAWARD AGREEMENT NUMBER ENP242509 WITH COUNTY OF LOS ANGELES AGING AND DISABILITY DEPARTMENT AND THE CITY OF SOUTH EL MONTE FOR ELDERLY NUTRITION PROGRAM SERVICES

The agreement, Subward number ENP 242509 by and between the County of Los Angeles Aging and Disability Department ("County") and the City of South El Monte ("City") for Elderly Nutrition Programs ("Agreement") will provide funding for the City's Elderly Nutrition Program Services from July 1, 2024 to June 30, 2025 with the option to extend for three (3) additional one (1) year terms.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-177, approving agreement Subward Number ENP 242509 by and between the County of Los Angeles Aging and Disability Department and the City of South El Monte for Elderly Nutrition Program Services from July 1, 2024, to June 30, 2025; and
2. Authorize City Manager or designee to execute agreement.

7.j. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-178, ACCEPTING THE CURB ADDRESS NUMBER PAINTING SERVICES PROJECT AS COMPLETE AND AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER

On February 14, 2024, the City released a Request for Proposals (RFP) for Curb Address Number Painting Services for the consultant to provide curb number painting services to paint residential and business curb number addresses throughout the City. The final cost of the service completed by Care For The Children is \$53,350.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-178, accepting the completion of the Curb Address Number Painting Services;
2. Authorize City Clerk to send the Notice of Completion for recordation to the Los Angeles County Recorder's Office; and
3. Release retention accordingly.

7.k. next page.

CONSENT CALENDAR (CONTINUED)

7.k. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-181, REPEALING RESOLUTION 24-165 AND APPROVING FUNDING AMOUNTS FROM AVAILABLE FUNDING GRANTS, AND APPROVING AN AMENDED AND RESTATED AGREEMENT WITH COUNCIL FOR WATERSHED HEALTH FOR THE MERCED AVENUE GREENWAY PHASE II DESIGN PROJECT

While the City council approved this item at the May 14th City Council meeting. The funding sources need to be revised to reflect the Council's intent that was submitted at the May 14th Council meeting.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-181, approving an amended and restated agreement with Council for Watershed Health (CWH) with a maximum contract sum of \$1,508,202. Phase I has been completed pursuant to the original contract and funded by Prop 1 grant funds. The resolution addresses the cost and funding associated with Phase II, the Merced Avenue Greenway North Construction Documents; 2) shall not impose a 10% retention requirement; and 3) extend performance period to 2 years from effective date of contract; and
2. Authorize City Manager or designee to negotiate and execute the amended and restated agreement, approved as to form by the City Attorney.

End of Consent Calendar.

8. PUBLIC HEARINGS

8.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-179, APPROVING ACCEPTANCE OF FUNDS FROM THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (LACDA) AND ALLOCATION OF FUNDS TO THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

The California Department of Housing and Community Development (HCD) requires entitlement jurisdictions to use their allocation of Permanent Local Housing Allocation (PLHA) Grant Program for eligible housing related projects and programs to assist in addressing the unmet housing needs of our community, in addition to assisting persons who are experiencing homelessness. The City was allocated \$135,125.00 for Year 4 by a formula grant by the Los Angeles County Development Authority (LACDA).

RECOMMENDED ACTION: Staff recommends City Council:

1. Find that the proposed action is not a project subject to the California Environmental Quality Act (CEQA) pursuant to Section 20165 of CEQA and Sections 15060(c)(2), 15060(c)(3), and 15378 of the State CEQA Guidelines and, as such, no environmental document pursuant to CEQA is required;
2. Adopt Resolution No. 24-179, approving the 2022-23 allocation of Community Development Block Grant-Permanent Local Housing Allocation (CDBG-PLHA) Program Year 4 funds, as outlined; and
3. Authorize City Manager or designee to execute any and all documents necessary to further the potential projects approved herein, including but not limited to amendments and modifications for CDBG projects with the Los Angeles County Development Authority (LACDA).

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

9. GENERAL BUSINESS

9.a. ADOPT RESOLUTION NO. 24-180, APPROVING THE PLACEMENT OF COMMEMORATIVE DEDICATION PLAQUES AT THE SOUTH EL MONTE SENIOR CENTER AND COMMUNITY CENTER

Staff is requesting the City Council's approval for the placement of commemorative dedication plaques at the South El Monte Senior Center and Community Center.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-180, Approving the Placement of Commemorative Dedication Plaques at the Senior and Community Centers;
2. Approve the removal of all existing plaques installed at the South El Monte Senior Center and Community Center; and
3. Approve the placement of two commemorative dedication plaques with one installed at the South El Monte Senior Center and the second one installed at the Community Center.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

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

11. CORRESPONDENCE

11.a. LETTER FROM EPIPHANY CATHOLIC SCHOOL REQUESTING A FACILITY FEE WAIVER FOR THE USE OF THE SENIOR CENTER TO HOST AN ALUMNI MIXER

The Epiphany Catholic School (Epiphany) is requesting a facility fee waiver for the use of the Senior Center dining room to host their annual Alumni Mixer on Saturday, June 1, 2024, from 12:00 p.m. to 8:00 p.m. In addition, Epiphany is requesting the City Council to waive all the associated fees incurred for the reservation.

RECOMMENDED ACTION: Staff recommends City Council:

1. Discuss and consider the facility fee waiver request by Epiphany in the amount of \$950.00; and
2. Discuss and consider waiving all the associated rental fees for the reservation in the amount of \$1,488.00

11.b. next page

CORRESPONDENCE (CONTINUED)

11.b. LETTER FROM EPIPHANY CHURCH REQUESTING TO WAIVE ALL FEES RELATED TO STAFF TIME AND TEMPORARY USE PERMIT TO HOLD A PROCESSION ALONG CITY STREETS ON SUNDAY, JUNE 2, 2024

The City received a letter from Dr. Humberto Ramos requesting fee waivers and city staff support to hold a procession on city streets.

RECOMMENDED ACTION: Staff recommends City Council consider the request made by Epiphany church to waive all city fees to hold a procession along city streets.

12. COUNCILMEMBERS' AGENDA - None

13. CLOSED SESSION

13.a. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

City Negotiator: City Manager

Employee Organizations: South El Monte Employees Association

13.b. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

City Negotiator: City Manager

Employee Organizations: South El Monte Executive Management Team Association

14. RECESS COUNCIL MEETING

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

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

Successor Agency Meeting next page.

SUCCESSOR AGENCY MEETING

16. CALL TO ORDER AND ROLL CALL

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

17. APPROVAL OF AGENDA

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

18. PUBLIC COMMENTS

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

19. CONSENT CALENDAR

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

19.a. CONSIDERATION AND APPROVAL OF THE SUCCESSOR AGENCY MEETING MINUTES FOR APRIL 23, 2024

Staff is requesting approval of the Minutes of the April 23, 2024, Successor Agency Meeting.

RECOMMENDED ACTION: Staff is requesting approval of the Minutes of the April 23, 2024, Successor Agency Meeting.

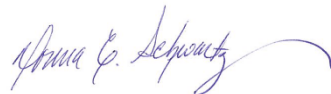
20. EXECUTIVE DIRECTOR'S AGENDA - None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

22. RECONVENE AND ADJOURN COUNCIL MEETING

In memory of Alejandro "Alex" Armenta, prior City Manager for the City of South El Monte to a regular meeting on Tuesday, June 11, 2024, at 6:00 p.m.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted not less than 72 hours at the following locations: City of South El Monte City Hall, Senior Center and Community Center and made available at www.cityofsouthelmonte.org on this 23rd day of May 2024.



City Clerk, CMC



City Council Agenda Report

Agenda Item No. 4.a.

DATE: May 28, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: Presentation of Certificates of Recognition to South El Monte High School Students who are Recipients of the 2024 El Monte/South El Monte Chamber of Commerce State of the City Scholarships

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.b.

DATE: May 28, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Gloria Olmos, Mayor

SUBJECT: Proclamation Proclaiming the Month of May 2024 as Asian Americans and Pacific Islanders Heritage Month

SUMMARY:

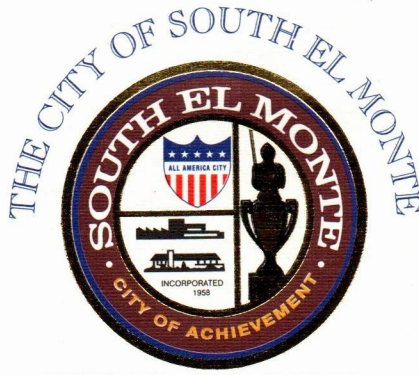
RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Proclamation - Asian Americans and Pacific Islanders Heritage Month



PROCLAMATION

ASIAN AMERICANS AND PACIFIC ISLANDERS HERITAGE MONTH MAY 2024

WHEREAS, the City of South El Monte is proud of its diversity and draws its strength from the rich cultures and traditions of its citizenry; and

WHEREAS, the diverse Asian Pacific American population in the City of South El Monte numbers more than 3,200 (15%) - representative of more than 10 API nations; and

WHEREAS, Asian-Pacific encompasses all of the Asian continent and the Pacific Islands of Melanesia (New Guinea, New Caledonia, Vanuatu, Fiji and the Solomon Islands), Micronesia (Marianas, Guam, Wake Island, Palau, Marshall Islands, Kiribati, Nauru and the Federated States of Micronesia) and Polynesia (New Zealand, Hawaiian Islands, Rotuma, Midway Islands, Samoa, American Samoa, Tonga, Tuvalu, Cook Islands, French Polynesia and Easter Islands).

WHEREAS, the Asian Pacific American community has helped shape our city's history, economy, and culture; and

WHEREAS, Asian Pacific Americans have strengthened our community, sharing their values and traditions of excellence in education, entrepreneurship, and community service; and

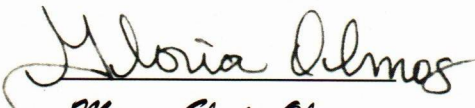
WHEREAS, our city is very fortunate to be so rich in diversity and appreciates the contributions of so many Asian Pacific cultures; and

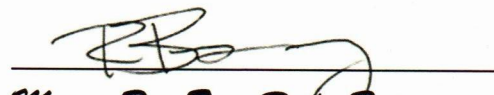
WHEREAS, to honor the achievements and contributions of the Asian Pacific Americans, the Congress, by Public Law 102-450, as amended, has designated the month of May each year as "Asian Pacific American Heritage Month"; and

WHEREAS, the City of South El Monte is proud to commemorate Asian Pacific American Heritage Month and to recognize the contributions of the Asian Pacific Americans to diversity, leadership and empowerment throughout our nation's history; and

NOW, THEREFORE, I, Gloria Olmos, Mayor of South El Monte and on behalf of the City Council, do hereby proclaim May 2024, as Asian Americans and Pacific Islanders Heritage Month in the City of South El Monte. I call upon all South El Monte residents to recognize and celebrate our rapidly growing Asian Pacific Islander communities and to learn more about the history, cultures and contributions of our Asian Pacific American neighbors.

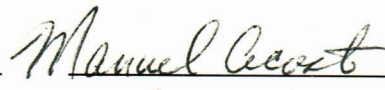
IN WITNESS WHEREOF, I have hereby set my hand and caused the Seal of South El Monte to be affixed on this 28th day of May 2024.


Mayor Gloria Olmos


Mayor Pro Tem Rudy Bojorquez


Councilmember
Richard Angel


Councilmember
Hector Delgado


Councilmember
Manuel Acosta



City Council Agenda Report

Agenda Item No. 4.c.

DATE: May 28, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: Sheriff's Department Report for the Month of April 2024

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. SoElMo_apr24

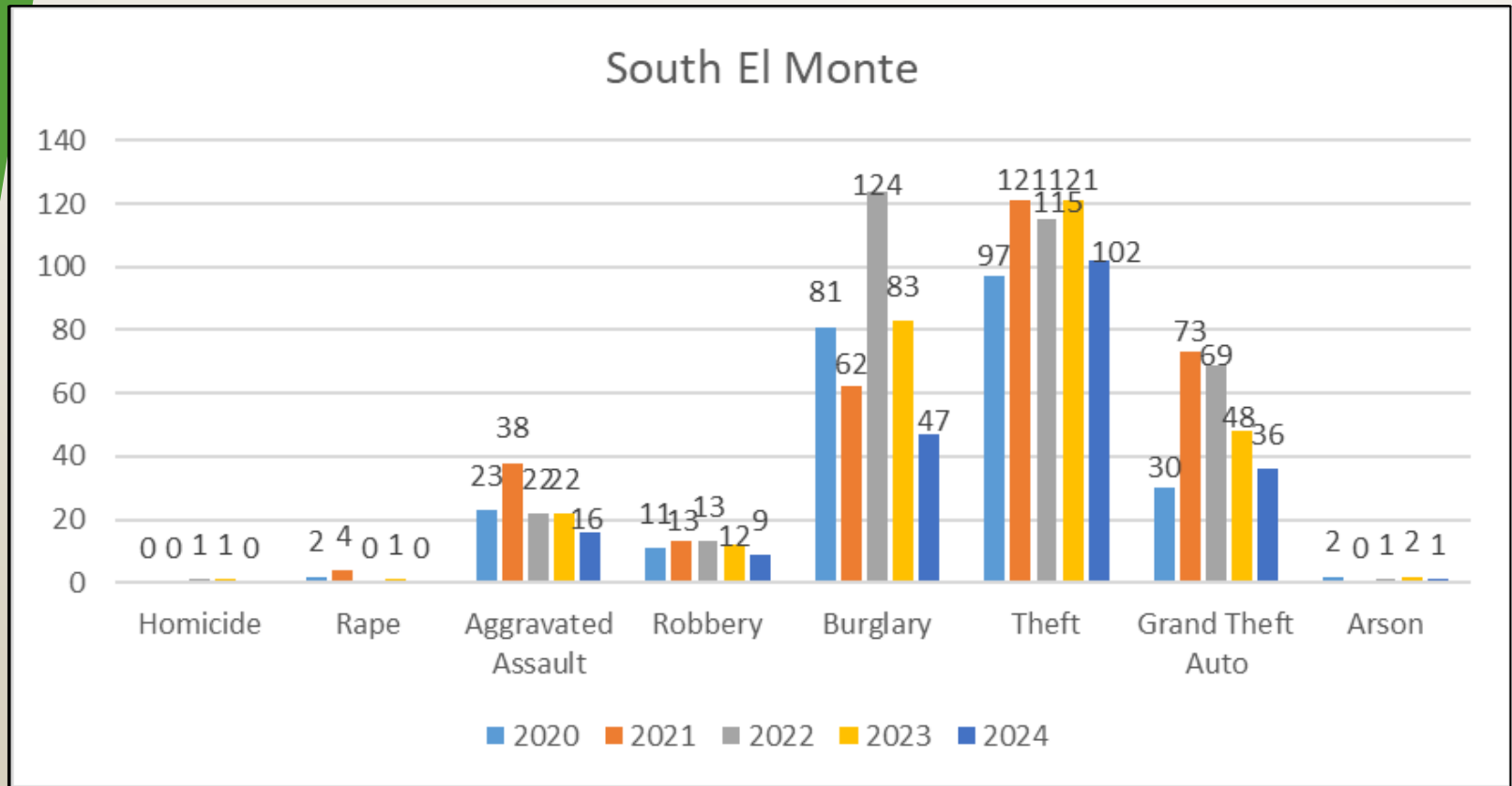
South El Monte April 2024

Crime Statistics



South El Monte

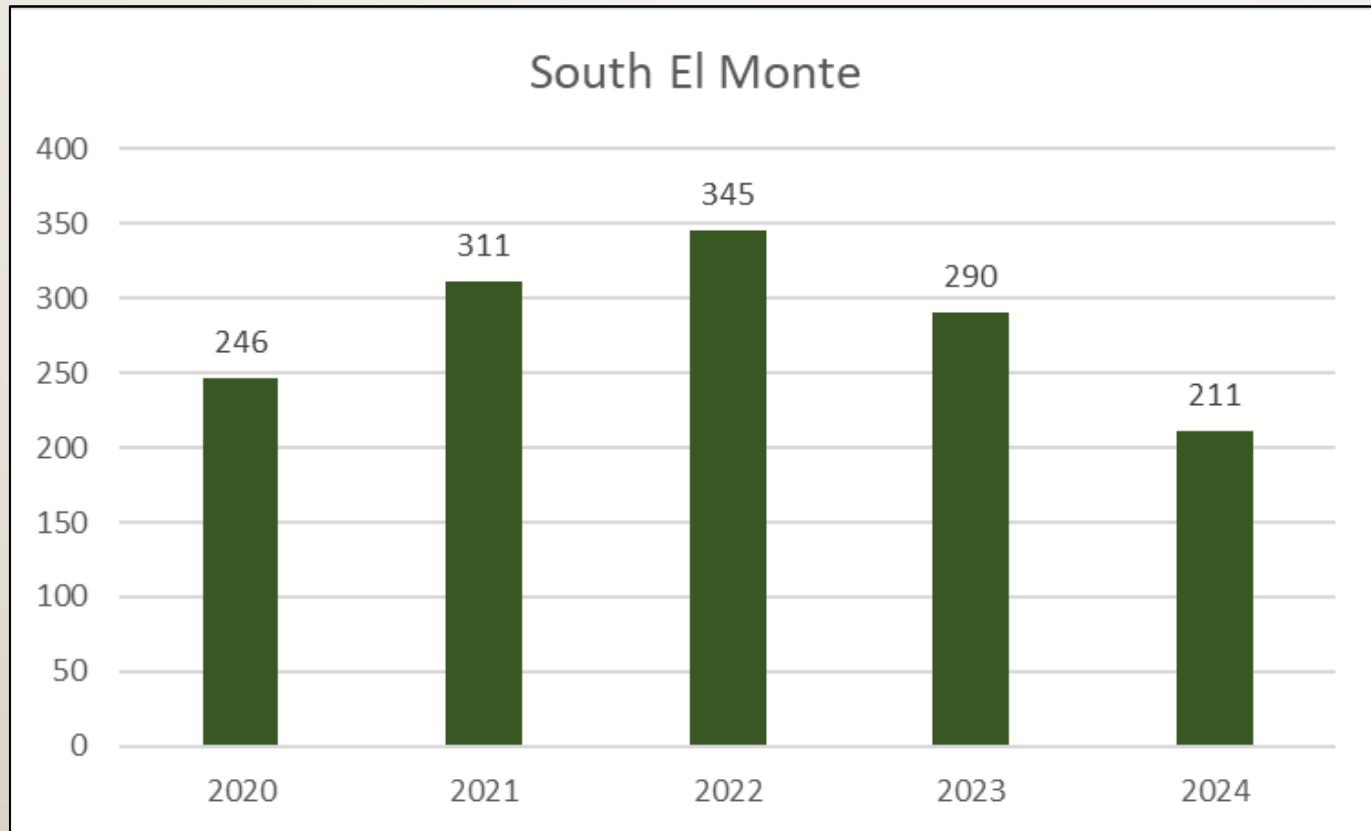
Part I Crime Statistics – April 2020-2024



South El Monte	1 yr % change	4 yr % change
Homicide	-100%	NC
Rape	-100%	-100%
Aggravated Assault	-27%	-30%
Robbery	-25%	-18%
Burglary	-43%	-42%
Theft	-16%	5%
Grand Theft Auto	-25%	20%
Arson	-50%	-50%
Total	-27%	-14%

South El Monte

Part I Crime Statistics – April 2020-2024



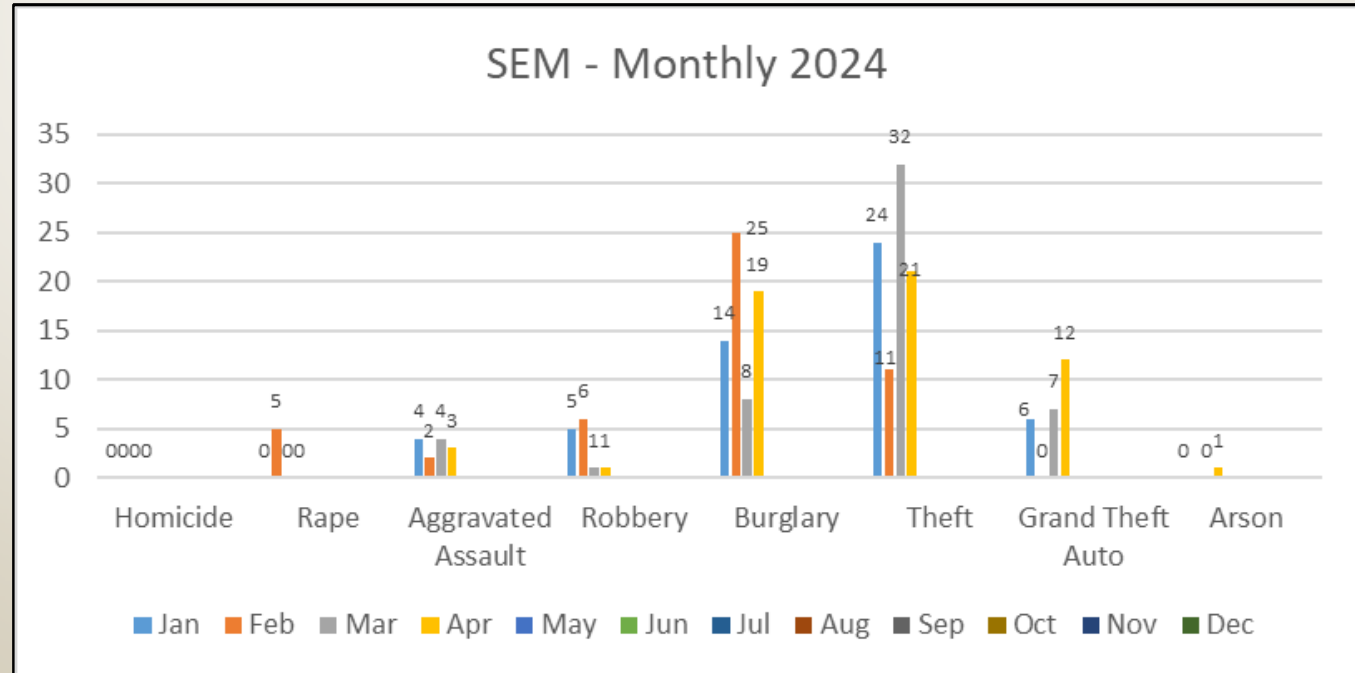
South El Monte

Part I Crime Statistics – Monthly Breakdown 2024 & Arrests

South El Monte	January	February	March	April	May	June	July	August	September	October	November	December	Total
Homicide	0	0	0	0									0
Rape	0	0	0	0									0
Aggravated Assault	4	5	4	3									16
Robbery	5	2	1	1									9
Burglary	14	6	8	19									47
Theft	24	25	32	21									102
Grand Theft Auto	6	11	7	12									36
Arson	0	0	0	1									1
Total	53	49	52	57	0	0	0	0	0	0	0	0	211

South El Monte	
Res Burg	5
Other Burg	42
Petty Theft	26
Grand Theft	49
Theft from Vehicle	27

Arrests	
2024	337
2023	331





City Council Agenda Report

Agenda Item No. 4.d.

DATE: May 28, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: Code Enforcement and Public Safety Department Report for the Month of April 2024

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Code Enforcement_Public Safety Report - April 2024 Recap

City of South El Monte

Public Safety Report



April 2024 Recap

Joe Martinez

**Code Enforcement / Public Safety
Supervisor**

Code Enforcement Cases

April - 112

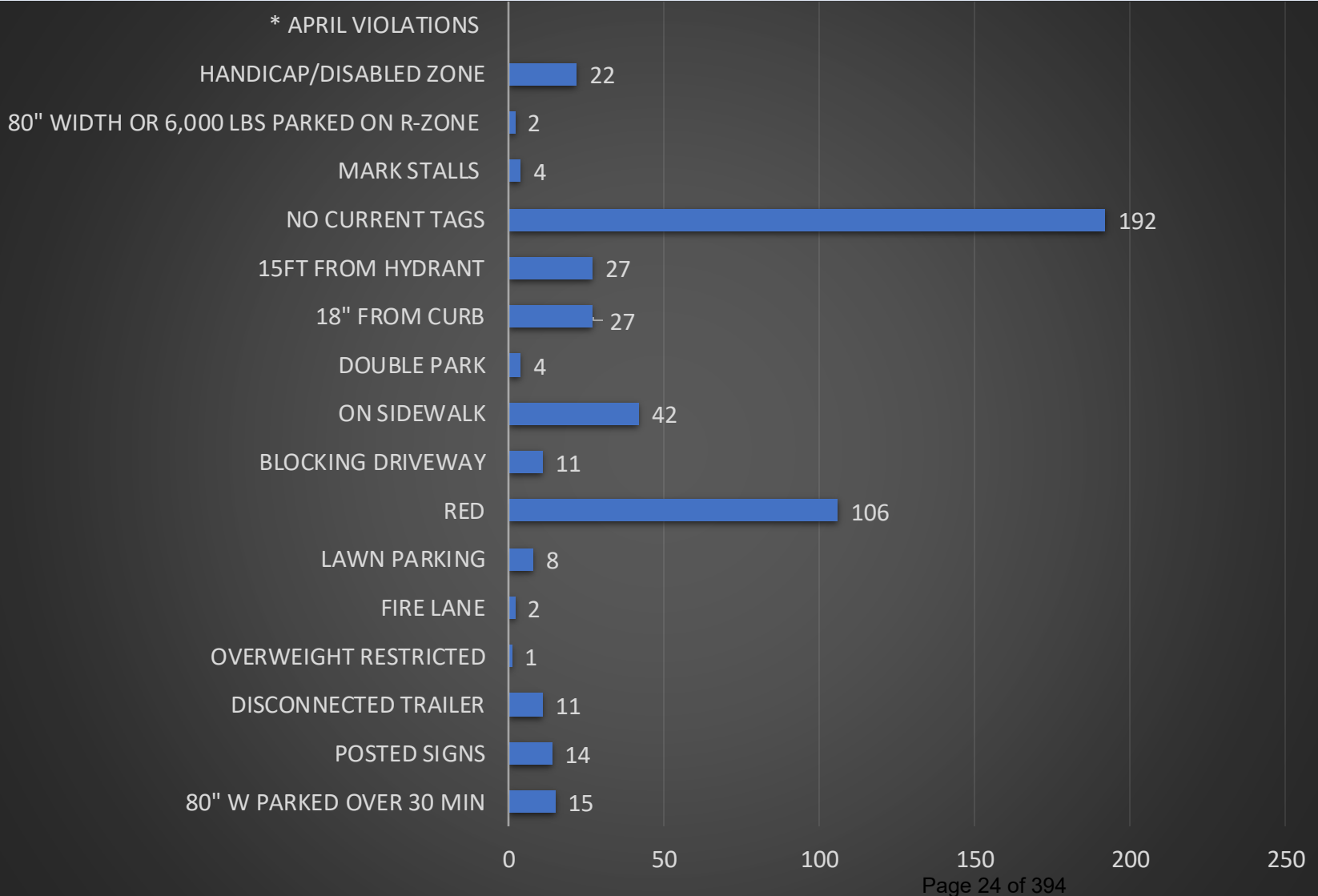
Building Code.....	4
Health & Safety.....	2
Parking Citations.....	2
Cannabis.....	3
Homeless	9
Property Maintenance.....	54
Streets/Public Places.....	9
Illegal Dumping/Bulk	2
Vehicle/Traffic.....	11
Business.....	8
Zoning.....	5
Street Vendors.....	3



Parking Citations

April – 734

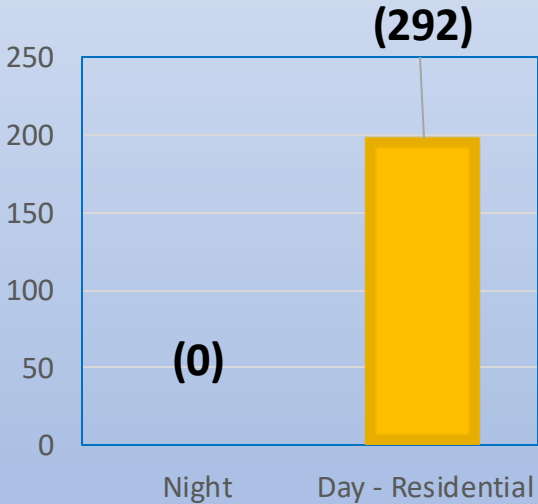
* Number of Citations issued differs from number of violations listed



STREET SWEEPING –

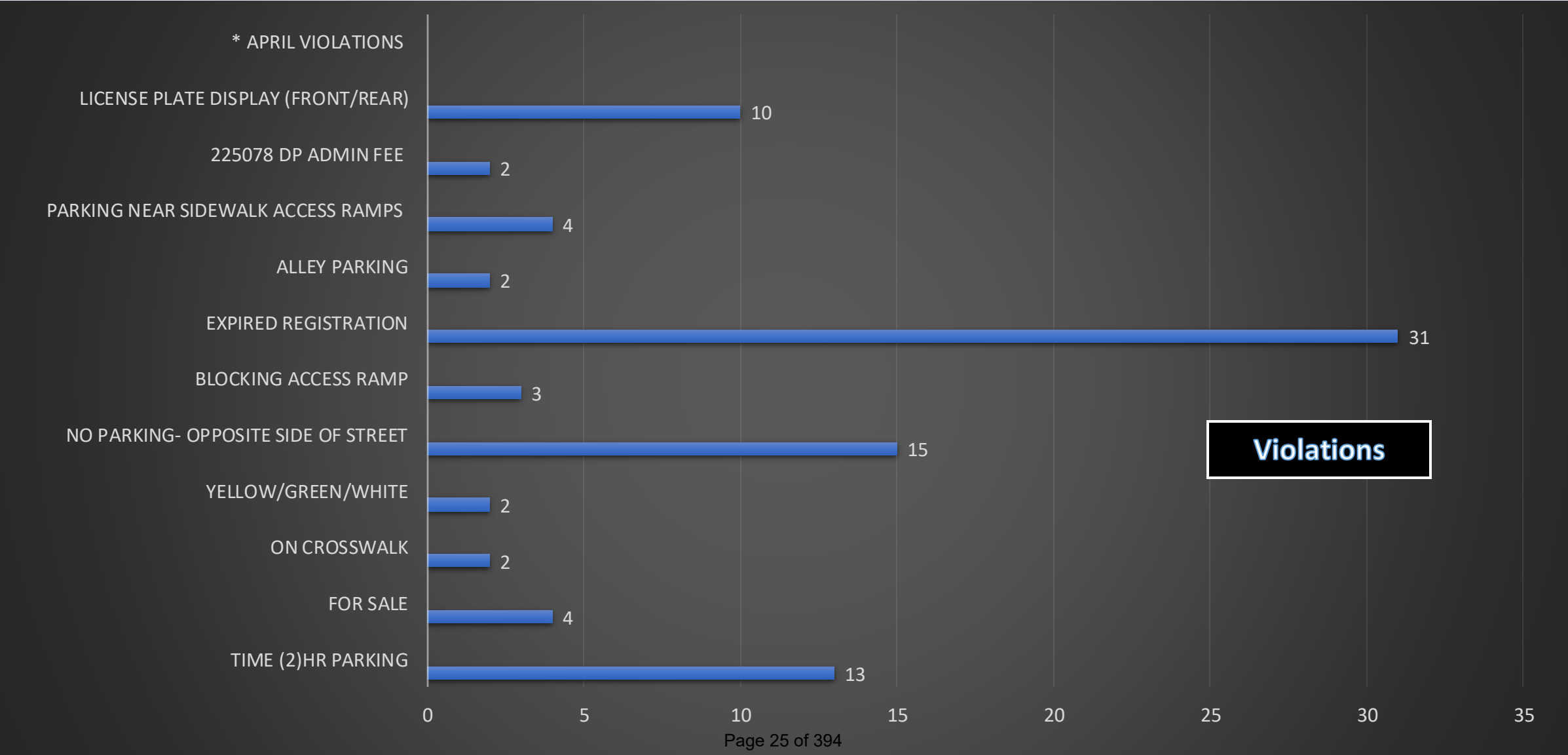
Night 292

Day - Residential



Parking Citations

April Continued -





City Council Agenda Report

Agenda Item No. 7.a.

DATE: May 28, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Sabrina Muhne, Deputy City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF MAY 14, 2024

SUMMARY: Staff is requesting approval of Minutes for the May 14, 2024, Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the May 14, 2024, Regular City Council Meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DRAFT Reg CC Mtg Minutes 5-14-24

CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
Tuesday, May 14, 2024 - 6:00 PM
1415 Santa Anita Avenue, South El Monte, California 91733

Mayor Olmos called the meeting to order at 6:02 P.M.

1. ROLL CALL

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

ABSENT: Councilmember(s): None

STAFF PRESENT: Rene Salas, City Manager; Anthony R. Taylor, City Attorney; Masami Higa, Director of Finance; John Poehler, Director of Public Works; Iyob Tessema, Director of Human Resources & Risk Management, Sabrina Muhne, Deputy City Clerk; Renee Reyes, Community Development Executive Assistant.

STAFF ABSENT: Donna G. Schwartz, City Clerk; Guillermo Arreola, Director of Community Development, and Ariana De La Cruz, Director of Community Services.

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

2. PLEDGE OF ALLEGIANCE – Mayor Olmos, led the Pledge of Allegiance.

3. INVOCATION – Laura Lozano, Code Enforcement Coordinator, offered the invocation.

4. PRESENTATIONS

4.a. Mayor and City Council presented a proclamation to John Poehler, Director of Public Works, and Public Works staff, Proclaiming the week of May 19-25, 2024, as National Public Works Week.

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

City Attorney Anthony Taylor announced walk-on items received after the posting of the agenda, items to be placed under Consent Calendar as 7.i. "Consideration to Support Flag of Valor Event by Approving the Use of Two Portable Light Towers at No Cost" and 7.j. "Application and Designation of Applicant's Agent Resolution for the Authorization to the State of California Office of Emergency Management." Mr. Taylor then announced an update to item 7.g. staff report under Consent Calendar.

Motion by Councilmember Delgado, seconded by Councilmember Angel to approve the agenda as amended. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None

6. PUBLIC COMMENT

Mayor Olmos opened public comment.

1. Eduardo Saucedo, resident, commented on the following: revenue, inflation, the CM Measure from two years ago, licenses and proper cannabis businesses coming into the city, sales of legal cannabis in State, Sheriff's efforts and how El Monte handles cannabis, deficits and balancing books, allocation of citizen-approved sales taxes, history and medicinal use of cannabis, and city funding sources.
2. Jorge Rivera, Co-Founder and Co-Executive Director, Healing and Justice Center, introduced the center as a new business in the City of El Monte, provided an invitation to attend a relationship-building community event on May 30, 2024, and shared personal background information on himself and why the center was formed.

7. CONSENT CALENDAR

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

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

NAYS: Councilmember(s): None

- 7.a.** Approved the Minutes for the April 23, 2024, Regular City Council Meeting.
- 7.b.** Adopted Resolution No. 24-160, authorizing payment of City expenditures for the period of April 24, 2024, through May 14, 2024, totaling \$1,814,368.03.
- 7.c.** Adopted Resolution No. 24-161, authorizing submittal of the grant application to the Urban and Community Forestry Grant Program and related authorizations; and authorized the City Manager or designee to execute all documents as the signature authority.

CONSENT CALENDAR (CONTINUED)

- 7.d. Adopted Resolution No. 24-162, approving plans and specifications and awarding a contract to the lowest responsible bidder, Superior Paving Company, Inc. dba United Paving Co., for the Community Center and Mini Center Parking Lot Improvements Project in an amount of \$280,974.00; authorized 15% of the total contract amount as contingency allowance to be used if necessary for unforeseen conditions at the City Manager's discretion; and authorized the City Manager or designer to execute the contract.
- 7.e. Adopted Resolution No. 24-163, approving a list of street rehabilitation projects for FY 2024/25 under the Road Repair and Accountability Act of 2017 (SB1).
- 7.f. Adopted Resolution No. 24-164, to approve fee waiver for U.S. Customs and Border Protection's short-term use of a city softball field. This item is an exception of non-resident use, in order for the City to support the law enforcement community in the best interest of the City.
- 7.g. Adopted Resolution No. 24-165, approving an amended and restated agreement with Council for Watershed Health (CWH) in the amount of 756,515 to authorize Architecture and Engineering technical services, community engagement and project/grant administration activities to complete Phase II Merced Avenue Greenway North Construction Documents; 2) shall not impose a 10% retention requirement; and 3) extend performance period to 2 years from approval date of contract; authorized City Manager or designee to negotiate and execute the amended and restated agreement, approved as to form by the City Attorney.
- 7.h. Adopted Resolution No. 24-166, approving agreement to purchase automated license plate reader camera subscription from Flock Safety in the amount of \$50,700; and authorize City Manager or designee to negotiate and execute agreement.
- 7.i. Approved the use of two portable light towers at no cost to support Flag of Valor Event.
- 7.j. Adopted the Designation of Applicant's Agent Resolution for Non-State Agencies and designated City Manager Rene Salas as the Governing Board Representative as well as John Poehler, Public Works Director, and Guillermo Arreola, Director of Community Development.

8. **PUBLIC HEARINGS – None**

9. **GENERAL BUSINESS – None**

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta announced he attended the following: the City of South El Monte' Staff Development and Team Building Event Groundbreaking of Mye Plaza Mixed Use Development Project located at Garvey and Rosemead, Cinco de Mayo senior luncheon, Mother's Day senior luncheon, National Day of Prayer Breakfast, Community Bike Ride, South El Monte's National Little League Annual Comedy Night and Dance Fundraiser, Upper San Gabriel Valley Municipal Water District's annual WaterFest, City of South El Monte's Night Market, and also attended funeral services for the late Patriotic Commissioner Rudy Lopez, expressing condolences to both the family's and the community's loss of a valuable member.

Mayor Pro Tem Bojorquez announced he attended the following: the City of South El Monte' Staff Development and Team Building Event, Groundbreaking of Mye Plaza Mixed Use Development Project located at Garvey and Rosemead, National Day of Prayer Breakfast, City of South El Monte's Night Market, and Mother's Day senior luncheon.

Councilmember Delgado announced he attended the following: Groundbreaking of Mye Plaza, National Day of Prayer Breakfast, City of South El Monte's Night Market, Mosquito Vector Control Meeting and expressed importance of being conscious of standing water, City of Montebello's Top Golf event, funeral services for the late Patriotic Commissioner Rudy Lopez, and sends condolences to the family.

Councilmember Angel announced he attended the following: the City of South El Monte' Staff Development and Team Building Event, Groundbreaking of Mye Plaza Mixed Use Development Project located at Garvey and Rosemead, Cinco de Mayo senior luncheon, Mother's Day Luncheon, National Day of Prayer Breakfast, South El Monte's National Little League Annual Comedy Night and Dance Fundraiser, City of South El Monte's Night Market, and attended funeral services for the late Patriotic Commissioner Rudy Lopez.

Mayor Olmos announced she attended the following: State of the City recap and discussion of scholarships and graduation banners, met with Healthy South El Monte Council, National Day of Prayer Breakfast, the City of South El Monte' Staff Development and Team Building Event, Groundbreaking of Mye Plaza Mixed Use Development Project located at Garvey and Rosemead, City of Montebello's Top Golf event, City of South El Monte Community Disaster Council Meeting, City of South El Monte's Night Market, Mother's Day senior luncheon, Cinco de Mayo senior luncheon, Lincoln Training Center Gala for special needs and special education, Principal of the Day at South El Monte High School, Susan Rubio's Homefront event for veterans, and expressed condolences to the family of the late Patriotic Commissioner Rudy Lopez.

11. CORRESPONDENCE – None

12. COUNCILMEMBERS' AGENDA

12.a. COUNCILMEMBER RICHARD ANGEL

1. Request from South El Monte employee for the city to provide/purchase a high school graduation stole with the city logo to represent the city for his South El Monte High School graduation, scheduled for May 2024.

RECOMMENDATION: Discussion and/or action.

Councilmember Angel presented his item.

Councilmember Acosta agreed and suggested to include the Parks and Recreation logo, since the student worked within the Parks and Recreation department.

Motion by Councilmember Angel, seconded by Councilmember Acosta to approve providing/purchasing a high school graduation stole with the city logo and the Parks and Recreation department logo to represent the City at a South El Monte High School graduation, scheduled for May 2024.

Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None

12.b. COUNCILMEMBER HECTOR DELGADO

Discussion of possible Request for Proposal (RFP) for IT services.

RECOMMENDATION: Discussion and/or action.

Councilmember Delgado presented his item.

Councilmember Delgado expressed concerns with current I.T. services Microsoft-based platform, communications, phone call quality, modernization of current platform, the fee payment system updates and data collection, requested the current agreement's cost, and on-site availability of I.T. staff, and information on the provisions for termination if needed. Masami Higa, Finance Director, and Arsany Soliman, It Manager and Vice Chief Information Officer, Advanced Microcomputing Concepts, Inc. (AMC) addressed Councilmember Delgado's concerns.

After further discussion regarding Councilmember Delgado's concerns, he withdrew his item.

13. CLOSED SESSION

At 6:58 p.m. Anthony R. Taylor, City Attorney, recessed Council into closed session.

13.a. **CONFERENCE WITH LEGAL COUNSEL – POTENTIAL EXPOSURE TO LITIGATION**

Pursuant to Government Code Section 54956.9(d)(2) - One Case

13.b. **CONFERENCE WITH LABOR NEGOTIATOR**

Pursuant to Government Code Section 54957.6

City Negotiator: City Manager

Employee Organizations: South El Monte Employees Association

13.c. **CONFERENCE WITH LABOR NEGOTIATOR**

Pursuant to Government Code Section 54957.6

City Negotiator: City Manager

Employee Organizations: South El Monte Executive Management Team Association

At 8:54 p.m. Mayor Olmos reconvened the meeting with all Councilmembers present.

Anthony R. Taylor, City Attorney, announced City Council discussed Items 13.a., through 13.c., no reportable action.

14. ADJOURNMENT

There being no further business coming before this body, at 8:55 p.m. Mayor Olmos adjourned the meeting in honor of Eliana Alvarez, resident of South El Monte, and Ernest “Ernie” Omana, South El Monte business owner and resident, to a Regular City Council Meeting on Tuesday, May 28, 2024, at 6:00 p.m.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

Agenda Item No. 7.b.

DATE: May 28, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Director of Finance

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-167, APPROVING WARRANTS FOR THE PERIOD OF MAY 15, 2024, THROUGH MAY 28, 2024

SUMMARY: Authorizing payment of City expenditures for the period of May 15, 2024, through May 28, 2024, totaling \$1,814,368.03.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 24-167, authorizing payment of City expenditures.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 24-167, Warrants
- B. 5.28.24 Warrant Register

ATTACHMENT A

RESOLUTION NO. 24-167

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE
PERIOD OF MAY 15, 2024, THROUGH MAY 28, 2024,
TOTALING \$1,892,542.31.

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

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

Finance Director

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

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 23/24	Electronic Warrants	05/15/24-05/28/24	DFT0001749-1768	\$112,992.41
FY 23/24	Regular Warrants	05/15/24-05/28/24	14262-14349	\$1,603,535.39
Payroll	Check	PPE 05/11/24	1755-1762	\$14,903.67
Payroll	Direct Deposit	PPE 05/11/24	6703-6820	\$161,110.84

TOTAL EXPENDITURES RESOLUTION NO. 24-167, \$1,892,542.31

PASSED, APPROVED, AND ADOPTED this 28th day of May 2024.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

Attachment: Exhibit A – Expense Report

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-167, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 28th day of May 2024, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



ATTACHMENT B

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0100.1050.5938	BRIANNA BADAR	14262	05/08/2024	BOOK FEES/ SPRING 2024	33.69
01.0100.1050.5938	BRIANNA BADAR	14262	05/08/2024	EDUCATION REIMB/ SPRING 2024	990.00
01.0100.1010.5910	GLORIA OLMOS	14263	05/08/2024	MAY'24 PER-DIEM ICSC L. VEGAS/ CONF	280.00
01.0100.1010.5910	GLORIA OLMOS	14263	05/08/2024	MAY'24 PER DIEM-MINICIPAL SEMINAR/ INDIAN WELLS	504.00
01.0100.1010.5910	HECTOR DELGADO	14264	05/08/2024	MAY'24 PER DIEM-MINICIPAL SEMINAR/ INDIAN WELLS	448.00
01.0100.1010.5910	HECTOR DELGADO	14264	05/08/2024	MAY'24 PER DIEM-MINICIPAL SEMINAR/ INDIAN WELLS	280.00
01.0100.1010.5910	MANUEL ACOSTA	14265	05/08/2024	MAY'24 PER DIEM-MINICIPAL SEMINAR/ INDIAN WELLS	448.00
01.0100.1010.5910	MANUEL ACOSTA	14265	05/08/2024	MAY'24 PER-DIEM ICSC L. VEGAS/ CONF	280.00
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	14266	05/08/2024	PPE 4/27/24	7,140.00
01.0000.0000.2235	NATIONWIDE RETIREMENT SOLUTIONS	14267	05/08/2024	PPE 4/27/24	508.33
01.0100.1020.5910	RENE SALAS	14268	05/08/2024	MAY'24 PER-DIEM ICSC L. VEGAS/ CONF	224.00
01.0100.1020.5910	RENE SALAS	14268	05/08/2024	MAY'24 PER DIEM-MINICIPAL SEMINAR/ INDIAN WELLS	504.00
01.0100.1010.5910	RICHARD ANGEL	14269	05/08/2024	MAY'24 PER-DIEM ICSC L. VEGAS/ CONF	280.00
01.0100.1010.5910	RICHARD ANGEL	14269	05/08/2024	MAY'24 PER DIEM-MINICIPAL SEMINAR/ INDIAN WELLS	504.00
01.0100.1010.5910	RUDY BOJORQUEZ	14270	05/08/2024	MAY'24 PER-DIEM ICSC L. VEGAS/ CONF	280.00
01.0100.1010.5910	RUDY BOJORQUEZ	14270	05/08/2024	MAY'24 PER DIEM-MINICIPAL SEMINAR/ INDIAN WELLS	504.00
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	14271	05/08/2024	A.R GARNISHMENT PPE 4/27/24	8.15
01.0140.1430.5910	GUILLERMO ARREOLA	14272	05/15/2024	MAY'24 PER-DIEM ICSC L. VEGAS/ CONF	280.00
01.0100.1050.5938	CHRIS ALVAREZ	14273	05/16/2024	MAR'24 EDUCATION REIMB/ RED HELMET TNG	375.00
01.0151.1543.5952	RALPH LARRIVA	14274	05/16/2024	NATIONAL DAY OF PRAYER/ COLOR GUARD	100.00
01.0151.1542.5952	CONTAINER ALLIANCE COMPANY	14275	05/20/2024	20' STORAGE CONTAINER	2,103.50
44.0800.8010.5525	GM BROTHERS	14276	05/20/2024	#6 TIRE REPLACEMENT	551.25
01.0150.1540.5954	ABSOLUTE SECURITY INTERNATIONAL	14277	05/21/2024	5/24/24 SECURITY GUARDS/ L. LEAGUE RESERVATION	494.00
17.0900.9020.6025	AC PROS, INC	14278	05/21/2024	HVAC PJT RETENTION 5%	(21,485.00)
17.0900.9020.6025	AC PROS, INC	14278	05/21/2024	DOE/HVAC UPGRADE PPE4/30/24	429,700.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	14279	05/21/2024	APR'24 GENERAL	4,620.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	14279	05/21/2024	APR'24 SPECIAL PJTS	2,999.40
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	14279	05/21/2024	APR'24 LITIGATION	5,439.40
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	14279	05/21/2024	APR'24 PERSONNEL	6,302.60
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	14279	05/21/2024	APR'24 PLANNING	3,789.44
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	14279	05/21/2024	APR'24 P.W ENGINEERING	7,158.20
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	14279	05/21/2024	APR'24 FINANCE	2,088.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	14279	05/21/2024	APR'24 CODE ENFORCEMENT	165.90
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	14279	05/21/2024	APR'24 SUCCESSOR AGENCY	9,512.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	14279	05/21/2024	APR'24 HOUSING	3,623.40
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	14279	05/21/2024	APR'24 ADDITIONAL SVCS	87.00
02.0170.1760.5540	AMAZON CAPITAL SERVICES, INC	14280	05/21/2024	TRAFFIC CONTROL HANDBOOKS	1,270.08
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	14280	05/21/2024	SHARPIES/ YARD	30.41
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	14280	05/21/2024	SUPPLES/ YARD	40.74
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	14280	05/21/2024	DEPT SUPPLIES/ YARD	25.33
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	14280	05/21/2024	OFFICE SUPPLIES/ YARD	141.72
01.0160.1640.5520	AMAZON CAPITAL SERVICES, INC	14280	05/21/2024	POOL SUPPLIES & EQUIPT	341.71
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	14280	05/21/2024	YARD DEPT OFFICE SUPPLIES	63.86
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	14280	05/21/2024	LANYARDS	137.57
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	14280	05/21/2024	TEA PARTY DECORATIONS	18.73
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	14280	05/21/2024	OFFICE SUPPLIES	53.27
01.0110.1110.5633	AMAZON CAPITAL SERVICES, INC	14280	05/21/2024	SHERIFF STICKER SUPPLIES	64.67
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	14280	05/21/2024	PLOTTER INK	1,128.68
01.0150.1540.5406	AMAZON CAPITAL SERVICES, INC	14280	05/21/2024	HEADSET/ COMM SVCS	88.09
01.0170.1740.5962	AMAZON CAPITAL SERVICES, INC	14280	05/21/2024	BUILDING SMALL TOOLS	188.90
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	14280	05/21/2024	MOTIVATIONAL WALL ART	66.12
01.0151.1543.5952	AMAZON CAPITAL SERVICES, INC	14280	05/21/2024	HOSE FOR KRAILS	352.74
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	14280	05/21/2024	PRINTER INK	88.19
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	14280	05/21/2024	TEA PARTY EVENT SUPPLIES	150.41
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	14280	05/21/2024	WALL BOARD SUPPLIES	79.06
06.0300.3010.5430	AMAZON CAPITAL SERVICES, INC	14280	05/21/2024	NAPKIN-SILVERWARE BANDS/ CI NUTR PRGM	87.96
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	14280	05/21/2024	OFFICE SUPPLIES & FURNITURE	459.63
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	14280	05/21/2024	OFFICE SUPPLIES RETURN CREDIT	(4.39)
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	14280	05/21/2024	RETURNED ITEMS CREDIT	(36.37)
01.0000.0000.4554	ANDREW TEMPLE	14281	05/21/2024	5/11/24 MVD COMM RM DAMAGE DEPOSIT RFND	50.00
01.0170.1770.5525	ANDY TRUONG	14282	05/21/2024	#13 HOSE REPAIR	1,052.95
01.0000.0000.4250	ANDY YU	14283	05/21/2024	PLAN CHECK DUPLICATE PAYMENT REFUND	250.00

01.0170.1770.5525	AUTOZONE	14284	05/21/2024	CAR WASH SUPPLIES	50.77
44.0800.8010.5525	AUTOZONE	14284	05/21/2024	#16 PM SERVICE AIR FILTER	68.08
01.0170.1770.5525	AUTOZONE	14284	05/21/2024	#25 PM SRVC AIR FILTER & BATTERIES	174.66
01.0160.1620.5520	BASE HILL, INC.	14285	05/21/2024	4/19/24 SPECIAL EVENT CLEAN UP	175.00
02.0170.1760.5535	BEAR ELECTRICAL SOLUTIONS, INC	14286	05/21/2024	APR'24 TRAFFIC RESPONSE	7,509.00
02.0170.1760.5535	BEAR ELECTRICAL SOLUTIONS, INC	14286	05/21/2024	APR'24 TRAFFIC ROUTINE	2,225.00
01.0160.1650.5520	BSN SPORTS LLC	14287	05/21/2024	BASKETBALL NETS	80.17
01.0160.1660.5520	BSN SPORTS LLC	14287	05/21/2024	BASKETBALL NETS	80.17
01.0160.1670.5520	BSN SPORTS LLC	14287	05/21/2024	BASKETBALL NETS	80.16
01.0170.1770.5525	CAAGLASS INC	14288	05/21/2024	REPLACED BROKEN REAR GLASS	376.57
01.0130.1330.5931	CARAHSOFT TECHNOLOGY CORPORATION	14289	05/21/2024	JULY'24-JULY'25 YR 4 RENEWAL	41,453.64
01.0000.0000.4554	CESAR GUZMAN	14290	05/21/2024	5/5/24 MVD GAZEBO DAMAGE DEPOSIT RFND	50.00
02.0170.1760.5966	CITY OF EL MONTE-FINANCE DEPT.	14291	05/21/2024	APR'24 CNG FUEL	152.07
01.0151.1545.5210	COLD DUCK	14292	05/21/2024	6/13/24 SUMMER CONCERT BAND PERFORMANCE	1,800.00
01.0150.1510.5204	DAVID MAI	14293	05/21/2024	MAY'24 COMM SVCS COMMISSION MTG	100.00
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	14294	05/21/2024	MILK/ CI & CII NUTR PRGM	126.16
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	14294	05/21/2024	MILK/ CI & CII NUTR PRGM	14.01
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	14294	05/21/2024	MILK/ CI & CII NUTR PRGM	271.10
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	14294	05/21/2024	MILK/ CI & CII NUTR PRGM	30.01
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	14294	05/21/2024	MILK/ CI & CII NUTR PRGM	222.66
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	14294	05/21/2024	MILK/ CI & CII NUTR PRGM	24.73
01.0160.1620.5520	EL MONTE ORNAMENTAL SUPPLY, INC.	14295	05/21/2024	ROUND TUBING FOR BENCHES/ SCTR	36.38
01.0160.1620.5520	EL MONTE ORNAMENTAL SUPPLY, INC.	14295	05/21/2024	ROUND TUBING/ SCTR	62.40
01.0170.1770.5525	EL MONTE ORNAMENTAL SUPPLY, INC.	14295	05/21/2024	GATE REMOTES	170.89
01.0170.1720.5520	EL MONTE ORNAMENTAL SUPPLY, INC.	14295	05/21/2024	GATE TRACK/ YARD GATE	55.08
01.0160.1620.5520	EL MONTE ORNAMENTAL SUPPLY, INC.	14295	05/21/2024	RD TUBE 20' BENCHES/ SCTR	30.87
01.0170.1750.5215	EWING IRRIGATION	14296	05/21/2024	RETURN CREDIT	(20.49)
01.0160.1650.5520	EWING IRRIGATION	14296	05/21/2024	IRRIG PAINT/ NTP	261.02
02.0170.1760.5540	FLAGTIME USA	14297	05/21/2024	50 NEW USA FLAGS RD/ST	1,318.66
68.0900.9000.5968	GENTRY BROTHERS INC	14298	05/21/2024	APR'24 CON/GRWY PJT #407	237,665.31
68.0900.9000.5968	GENTRY BROTHERS INC	14298	05/21/2024	APR'24 RET/GRWY PJT #407	(9,455.65)
68.0900.9000.5968	GENTRY BROTHERS INC	14298	05/21/2024	APR'24 RET/GRWY PJT #407	(11,883.27)
68.0900.9000.5968	GENTRY BROTHERS INC	14298	05/21/2024	APR'24 RET/GRWY PJT #407	(6,000.00)
68.0900.9000.5968	GENTRY BROTHERS INC	14298	05/21/2024	APR'24 RET/GRWY PJT #407	(3,373.30)
68.0900.9000.5968	GENTRY BROTHERS INC	14298	05/21/2024	APR'24 CON/GRWY PJT #407	251,936.39
68.0900.9000.5968	GENTRY BROTHERS INC	14298	05/21/2024	APR'24 CON/GRWY PJT #407	67,465.93
68.0900.9000.5968	GENTRY BROTHERS INC	14298	05/21/2024	APR'24 CON/GRWY PJT #407	120,000.00
68.0900.9000.5968	GENTRY BROTHERS INC	14298	05/21/2024	APR'24 RET/GRWY PJT #407	(12,596.82)
68.0900.9000.5968	GENTRY BROTHERS INC	14298	05/21/2024	APR'24 CON/GRWY PJT #407	189,112.90
01.0150.1510.5204	GERARDO DIAZ	14299	05/21/2024	MAY'24 COMM SVCS COMMISSION MTG	100.00
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	14300	05/21/2024	DRAIN CAP/ CCTR	13.18
01.0151.1543.5952	GRANT'S TRUE VALUE HARDWARE	14300	05/21/2024	BLACK EXT CORD/ NIGHTMARKET	19.79
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	14300	05/21/2024	NUTS & BOLTS/ SCTR	21.07
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	14300	05/21/2024	REPAIR DRYWALL SUPP/ SCTR	46.17
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	14300	05/21/2024	BENCHES/ SCTR	87.96
01.0170.1760.5540	GRANT'S TRUE VALUE HARDWARE	14300	05/21/2024	ST/RD MNTC	63.93
01.0151.1543.5952	GRANT'S TRUE VALUE HARDWARE	14300	05/21/2024	TARP & BUNGEE/ NIGHT MARKET	381.69
02.0170.1760.5962	GRANT'S TRUE VALUE HARDWARE	14300	05/21/2024	RED CURB REMOVAL TOOL	42.85
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	14300	05/21/2024	CHALL FOUNTAIN RELIEF CONNECTORS	44.58
01.0160.1640.5425	HASA INC.	14301	05/21/2024	4/3/24 CHEMICAL DELIVERY	764.14
01.0160.1640.5520	HASA INC.	14301	05/21/2024	POOL PUMP REPAIR & MNTC	2,346.14
01.0160.1640.5520	HASA INC.	14301	05/21/2024	POOL SVCS CALL	235.00
01.0160.1640.5425	HASA INC.	14301	05/21/2024	5/1/24 CHEMICAL DELIVERY	320.76
01.0160.1640.5425	HASA INC.	14301	05/21/2024	5/9/24 CHEMICAL DELIVERY	540.97
01.0160.1640.5425	HASA INC.	14301	05/21/2024	5/15/24 CHEMICAL DELIVERY	847.77
01.0150.1510.5204	HORTENCIA VASQUEZ	14302	05/21/2024	MAY'24 COMM SVCS COMMISSION MTG	100.00
06.0300.3010.5215	HUNTINGTON CULINARY	14303	05/21/2024	4/29-5/3/24 MEALS/ CI & CII NUTR PRGM	5,577.50
06.0300.3020.5215	HUNTINGTON CULINARY	14303	05/21/2024	4/29-5/3/24 MEALS/ CI & CII NUTR PRGM	508.20
06.0300.3010.5215	HUNTINGTON CULINARY	14303	05/21/2024	5/6-5/10/24 MEALS/ CI & CII NUTR PRGM	5,750.00
06.0300.3020.5215	HUNTINGTON CULINARY	14303	05/21/2024	5/6-5/10/24 MEALS/ CI & CII NUTR PRGM	502.15
01.0170.1770.5525	HYDRAULICS & GASKETS	14304	05/21/2024	PAINT STRIPPER & PRSSURE HOSE	316.42
01.0160.1620.5520	INDUSTRIAL PIPE & STEEL	14305	05/21/2024	FLAT BAR CUT/PUNCH HOLES SCTR	60.39
01.0160.1620.5520	INDUSTRIAL PIPE & STEEL	14305	05/21/2024	FLAT BAR CUT/HOLE PUNCH CHARGE	191.15
01.0160.1610.5520	INDUSTRIAL PIPE & STEEL	14305	05/21/2024	METAL SHEET/ GYM	59.74
01.0160.1610.5520	INDUSTRIAL PIPE & STEEL	14305	05/21/2024	FLAT BAR/ CTTR	10.24
01.0170.1720.5520	INDUSTRIAL PIPE & STEEL	14305	05/21/2024	LOCK & CHAIN	18.89
01.0150.1510.5204	INGRID AGUILAR	14306	05/21/2024	MAY'24 COMM SVCS COMMISSION MTG	100.00
01.0150.1510.5204	ISRAEL ALACIO	14307	05/21/2024	MAY'24 COMM SVCS COMMISSION MTG	100.00
02.0170.1760.5540	JCL TRAFFIC SERVICES	14308	05/21/2024	ST/MNTC SIGNS /MOUNTS/CONES	871.20

02.0170.1760.5572	JCL TRAFFIC SERVICES	14308	05/21/2024	RED CURB PAINT	1,761.24
01.0151.1543.5952	JCL TRAFFIC SERVICES	14308	05/21/2024	KRAILS & READER BOARD RENTAL/ NIGHT MKT	1,750.00
02.0170.1760.5572	JCL TRAFFIC SERVICES	14308	05/21/2024	RED CURB PAINT	1,821.61
01.0170.1720.5520	JCL TRAFFIC SERVICES	14308	05/21/2024	DELIVERIES SIGN & ARROW	92.55
01.0140.1475.5255	JOHN L. HUNTER AND ASSOCIATES, INC.	14309	05/21/2024	FEB'24 IW PRGM SVCS	7,153.00
25.0550.5510.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	14309	05/21/2024	FEB'24 USED OIL RECYCLING	1,231.25
01.0151.1542.5952	LBC LIGHTING	14310	05/21/2024	POWER PACK/ NIGHT MARKET	149.58
01.0170.1710.5520	LBC LIGHTING	14310	05/21/2024	ADAPTERS / CHALL LIGHTS	21.84
01.0160.1610.5520	LEO'S UPHOLSTERY SUPPLIES	14311	05/21/2024	WALL PADDING/ GYM	204.00
01.0160.1640.5520	LEO'S UPHOLSTERY SUPPLIES	14311	05/21/2024	POOL COVER GROMMETS	225.00
01.0160.1620.5520	LEOVARDO MANJARREZ ROMAN	14312	05/21/2024	POWDER COAT FOR BENCHES/ SCTR	100.00
01.0160.1640.5425	LESLIE'S POOL SUPPLIES INC.	14313	05/21/2024	BLACK ALGAE REMOVER	500.35
01.0170.1020.5908	LOS ANGELES COUNTY AGRICULTURAL COMMISSIONER/WEIGHTS & MEASURES	14314	05/21/2024	AG & HEAT ILLNESS TRAINING	470.61
01.0100.1030.5215	MANDELL MUNICIPAL COUNSELING	14315	05/21/2024	APR'24 LEGAL SVCS	3,993.00
01.0120.1220.5415	MCA DIRECT	14316	05/21/2024	ELECTION SUPPLIES	452.13
01.0130.1330.5215	MODERN IT, INC	14317	05/21/2024	MAY'24 MANAGED SVCS	13,530.00
01.0130.1330.5215	MODERN IT, INC	14317	05/21/2024	MAY'24 CLOUD SVCS	750.00
01.0130.1330.5215	MODERN IT, INC	14317	05/21/2024	MAY'24 OFFICE 365	4,961.53
01.0170.1770.5525	NAPA AUTO PARTS	14318	05/21/2024	#13 RESTORE HEAD LIGHTS	68.79
02.0170.1760.5540	PACIFIC PRODUCTS AND SERVICES LLC	14319	05/21/2024	STREET SIGN PARTS	2,312.77
02.0170.1760.5540	PACIFIC PRODUCTS AND SERVICES LLC	14319	05/21/2024	ST SIGN SUPPLIES	2,241.11
01.0160.1610.5520	POST ALARM SYSTEMS	14320	05/21/2024	JUN'24 ALARM SVCS / CCTR	49.86
01.0160.1620.5520	POST ALARM SYSTEMS	14320	05/21/2024	JUN'24 ALARM SVCS / SCTR	49.86
01.0160.1630.5520	POST ALARM SYSTEMS	14320	05/21/2024	JUN'24 ALARM SVCS / MCTR	49.86
01.0160.1640.5520	POST ALARM SYSTEMS	14320	05/21/2024	JUN'24 ALARM SVCS / POOLS	49.86
01.0160.1650.5520	POST ALARM SYSTEMS	14320	05/21/2024	JUN'24 ALARM SVCS/NTP	103.76
01.0160.1670.5520	POST ALARM SYSTEMS	14320	05/21/2024	JUN"24 ALARM SVCS / MVD	103.76
01.0170.1710.5520	POST ALARM SYSTEMS	14320	05/21/2024	JUN'24 ALARM SVCS / CHALL	133.10
01.0170.1710.5520	POST ALARM SYSTEMS	14320	05/21/2024	JUN'24 ALARM SVCS / PSO	100.00
01.0170.1720.5520	POST ALARM SYSTEMS	14320	05/21/2024	JUN'24 ALARM SVCS / YARD	138.60
01.0151.1541.5430	PRINT XPRESSIONS	14321	05/21/2024	COMM SVCS/ TABLE COVERS	447.80
01.0160.1610.5520	QUENCH USA, INC.	14322	05/21/2024	24' MAY WATER FILTER/CCTR	38.59
01.0000.0000.4554	RAMIRO ROBLEDO BENITEZ	14323	05/21/2024	5/4/24 MVD GAZEBO DAMAGE DEP RFND	50.00
01.0170.1020.5956	RED DOT UNIFORMS	14324	05/21/2024	2024 UNIFORMS NEW HIRE	648.68
44.0800.8010.5982	REGIONAL TAP SERVICE CENTER	14325	05/21/2024	APR'24 BUS PASSES	72.64
01.0100.1050.5934	ROXANA TADEO	14326	05/21/2024	NOV'23 LIVESCAN SVCS	225.00
01.0170.1750.5520	SAKAIDA NURSERY	14327	05/21/2024	STATE OF THE CITY TREES	280.04
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	14328	05/21/2024	MAY'24 PUBLISH NOTICE/ DELQ TRASH COLLECTION FEE	641.49
01.0160.1640.5425	SCP DISTRIBUTORS LLC	14329	05/21/2024	NEW POOL COVERS	6,454.30
01.0130.1310.5280	SECTRAN SECURITY INC.	14330	05/21/2024	MAY'24 ARMORED SVCS	206.26
44.0800.8010.5525	SIERRA MONROVIA CDJR, LLC	14331	05/21/2024	#16 & #26 DRIVERS SIDE VISOR	476.28
01.0151.1541.5430	SMITTY'S SIGNWORKS, INC	14332	05/21/2024	ST BANNER	1,485.00
02.0170.1760.5962	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14333	05/21/2024	ST/RD MNTC TOOLS	164.22
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14333	05/21/2024	SAND-ST/MTC EL POCHE	63.72
01.0160.1640.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14333	05/21/2024	LIFE GUARD SEELER REMOVER	93.88
01.0160.1620.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	14333	05/21/2024	ZINC NAILS/ SCTR	54.57
44.0800.8010.5525	SRS AUTOMOTIVE	14334	05/21/2024	2016 DODGE VAN REPAIR	333.54
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	14335	05/21/2024	RUSH & POTRERO REPULL	18,967.22
01.0151.1543.5952	SUPERIOR WAREHOUSE GROCERS	14336	05/21/2024	NATIONAL DAY OF PAYER/ FOOD SUPP	55.81
01.0170.1770.5525	THE HITCH DEPOT, INC.	14337	05/21/2024	#17 INSTALL TOOLBOX	1,097.76
01.0140.1430.5406	THE SAUCE CREATIVE SERVICES CORP.	14338	05/21/2024	ICSC'24- CONF MARKETING MATERIALS	1,141.43
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	14339	05/21/2024	JAN'24 ENGINEERING SVCS	20,790.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	14339	05/21/2024	FEB'24 ENGINEERING SVCS	17,960.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	14339	05/21/2024	MAR'24 PROF SVCS/MER GRWY#407	35,680.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	14339	05/21/2024	MAR'24 GEO-ADVANTEC/MER GRWY#407	1,441.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	14339	05/21/2024	MAR'24 PROF SVCS/MER GRWY#407	23,311.25
01.0170.1020.5956	ULINE	14340	05/21/2024	PPE	282.47
01.0170.1710.5520	UNISHIELD	14341	05/21/2024	FIRST AID/ CHALL	248.33
01.0170.1710.5420	UNISHIELD	14341	05/21/2024	PSO FIRST AID SUPP	176.06
01.0160.1610.5520	UNISHIELD	14341	05/21/2024	FIRST AID CCTR	271.26
01.0160.1640.5420	UNISHIELD	14341	05/21/2024	FIRST AID/ POOL	266.97
01.0000.0000.4554	VERNEDA KAPLAN	14342	05/21/2024	5/12/24 MVD COMM RM DAMAGE DEPOSIT RFND	50.00
01.0170.1750.5215	WEST COAST ARBORISTS, INC	14343	05/21/2024	4/1-4/15/24 STREET TREE TRIMMING	37,822.00
01.0170.1750.5520	WHITTIER FERTILIZER	14344	05/21/2024	MULCH/ TRANSPO YARD	251.37
01.0150.1530.5952	WINNER INTERNATIONAL INC.	14345	05/21/2024	BALLOON/ MOTHERS DAY LUNCHEON	70.56
01.0170.1020.5956	WINZER	14346	05/21/2024	PPE GLASSES	112.83
01.0170.1760.5545	WINZER	14346	05/21/2024	GRAFFITI REMOVER	1,370.89
01.0170.1760.5545	WINZER	14346	05/21/2024	GRAFFITI REMOVER	979.21
01.0000.0000.2235	NATIONWIDE RETIREMENT SOLUTIONS	14347	05/21/2024	PPE 5/11/24	508.33

01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	14348	05/21/2024	PPE 5/11/24	7,165.00
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	14349	05/21/2024	A.R GARNISHMENT PPE 5/11/24	8.15
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001749	05/02/2024	RATE PLAN 23047	1,990.62
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001749	05/02/2024	RATE PLAN 685	10,043.75
01.0000.0000.2020	CALPERS RETIREMENT	DFT0001749	05/02/2024	RATE PLAN 27216	20,642.37
01.0130.1310.5180	CALPERS RETIREMENT	DFT0001750	05/02/2024	6/2012-1/2013 ARREARS CONTRIBUTION	1,155.32
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0001751	05/03/2024	PPE 4/27/24 FEDERAL	20,030.90
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001751	05/03/2024	PPE 4/27/24 MEDICARE	6,958.06
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0001751	05/03/2024	PPE 4/27/24 FICA	29,751.90
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001752	05/03/2024	PPE 4/27/24 UI TAX WTHD'G	588.87
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001752	05/03/2024	PPE 4/27/24 TNG WTHD'G	29.44
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0001752	05/03/2024	PPE 4/27/24 STATE WTHD'G	7,228.28
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001753	05/03/2024	CASE 200000002163990	359.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001753	05/03/2024	CASE 0980438	150.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001753	05/03/2024	CASE 1457313	402.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0001753	05/03/2024	CASE 200000002135289	780.50
01.0170.1730.5705	SO CAL GAS	DFT0001754	05/07/2024	3/29-4/29/24 1415 SANTA ANITA AVE	236.90
01.0100.1040.5922	DP TRADING	DFT0001755	04/30/2024	CITY KEY CHAIN/ STATE OF THE CITY	518.00
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0001756	05/09/2024	RE-OCCURRING PHONE CHARGES	9.99
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0001756	05/09/2024	RE-OCCURRING PHONE CHARGES	55.00
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001757	05/13/2024	3/20-4/22/24 1415 SANTA ANITA AVE	418.28
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001758	05/13/2024	3/20-4/22/24 1556 CENTRAL AVE	254.51
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001759	05/13/2024	3/20-4/22/24 1450 LIDCOMBE AVE	333.08
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001760	05/13/2024	3/20-4/22/24 1819 CENTRAL AVE	291.71
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001761	05/13/2024	3/20-4/22/24 1402 LERMA	1,678.80
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001762	05/13/2024	3/20-4/22/24 1500 CENTRAL AVE	238.20
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001763	05/13/2024	3/20-4/22/24 1530 CENTRAL AVE	238.20
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001764	05/13/2024	3/20-4/22/24 1450 LIDCOMBE AVE	2,684.19
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0001765	05/13/2024	3/20-4/22/24 1341 ISLAND/ SANTA ANITA	28.61
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0001766	05/14/2024	MAR'24 STREET LIGHTS	3,502.28
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0001767	05/14/2024	3/15-4/15/24 STREET LIGHTS	2,068.76
01.0150.1540.5406	WALMART COMMUNITY/GECRB	DFT0001768	05/02/2024	DEPARTMENT SUPPLIES	126.76
01.0150.1540.5431	WALMART COMMUNITY/GECRB	DFT0001768	05/02/2024	AFTER SCHOOL PRGM SUPPLIES	8.15
01.0150.1540.5431	WALMART COMMUNITY/GECRB	DFT0001768	05/02/2024	AFTER SCHOOL PRGM SUPPLIES	150.35
01.0150.1540.5431	WALMART COMMUNITY/GECRB	DFT0001768	05/02/2024	AFTER SCHOOL PRGM SUPPLIES	39.13
Grand Total					1,716,527.80

Authorization Signature

A handwritten signature in blue ink, appearing to read "R. Salas", is positioned above a horizontal line.

Rene Salas, City Manager



City Council Agenda Report

Agenda Item No. 7.c.

DATE: May 28, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

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

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION 24-173, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH RIO HONDO COMMUNITY COLLEGE DISTRICT FOR FREE-HIGH QUALITY EDUCATIONAL PROGRAMS AT THE SENIOR CENTER

SUMMARY: The Memorandum of Understanding ("MOU") between the City of South El Monte ("City") and the Rio Hondo Community College District ("Rio Hondo") will provide free-high quality educational programs at the Senior Center from July 1, 2024, to June 30, 2029.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-173, approving the proposed MOU between the City and Rio Hondo; and
2. Authorize the City Manager to execute the agreement.

FISCAL/FINANCIAL IMPACT: There is no fiscal impact related to the approval of the MOU between the City and Rio Hondo.

DISCUSSION: The Senior Services Division thrives on providing the most enriching programs for all the aging participants at the Senior Center. In response to requests for additional fitness and art classes, staff explored the opportunity to partner with Rio Hondo to provide free, high-quality, educational programs on City premises to fulfill the program's needs.

Rio Hondo is a community college that offers career-technical programs and community services. With the increasing numbers of new enrollment, the Continuing Education Department at Rio Hondo seeks new opportunities to provide educational, career, and enriching programming to the aging population.

On December 11, 2018, the City Council approved a MOU between the City and Rio

Hondo that provided free classes in ESL, Yoga, Physical Fitness, and Painting for a term of three (3) years with an additional (3) year extension. After the exhaustion of the extension, the Senior Services Division wishes to reinstate an MOU between Rio Hondo for a term of 5 years that will expire on June 30, 2029.

ATTACHMENT(S):

- A. Resolution No. 24-173
- B. MOU between the City and Rio Hondo

ATTACHMENT A

RESOLUTION NO. 24-173

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE RIO HONDO COMMUNITY COLLEGE DISTRICT

WHEREAS, on December 11, 2018, the City Council approved a MOU between the City and Rio Hondo Community College District (“Rio Hondo”) that provided free classes in ESL, Yoga, Physical Fitness, and Painting for a term of three (3) years with an additional (3) year extension.

WHEREAS, the City Council desires to enter into a new Memorandum of Understanding (“MOU”) between Rio Hondo for Continuing Education Courses in the City’s Senior Center. The MOU will be a (5) five-year term commencing July 1, 2024, through June 30, 2029.

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

SECTION 1. The above recital is true and correct.

SECTION 2. The City Council approves a MOU with Rio Hondo for Continuing Education Courses at the City’s Senior Center. The MOU will be a (5) five-year term commencing July 1, 2024 through June 30, 2029.

SECTION 3. The City Council hereby authorizes and directs the City Manager to execute the MOU in substantially the form attached as Attachment B to the May 28, 2024, staff report accompanying this Resolution. The Council further directs the City Manager to take all actions necessary to effectuate the MOU.

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

PASSED, APPROVED AND ADOPTED this 28th day of May 2024.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 24-173 was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 28th day of May 2024, and that said Resolution was adopted by the following vote:

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

Donna G. Schwartz, City Clerk

ATTACHMENT B

MEMORANDUM OF UNDERSTANDING BETWEEN RIO HONDO COMMUNITY COLLEGE DISTRICT AND CITY OF SOUTH EL MONTE FOR CONTINUING EDUCATION

Rio Hondo Community College District ("DISTRICT") and **City of South El Monte** (hereinafter "CITY") agree to the following Memorandum of Understanding ("MOU") regarding the operation of continuing education classes on CITY premises.

WHEREAS, the parties to this MOU desire to create a partnership to help adult students continue their journey of lifelong learning by attending continuing education courses (see Exhibit A);

WHEREAS, this MOU will outline which partner will be responsible for key task to ensure student success.

WHEREAS, this MOU will set forth each partner's mutual right and will govern their relationship regarding continuing education.

NOW, THEREFORE, CITY and DISTRICT each agree to the following terms in this MOU:

1. ADMISSIONS AND REGISTRATION

- 1.1 Admissions and registration shall be coordinated by Liaisons in section 4.1.
- 1.2 Students shall have access to registration for all continuing education courses scheduled, as approved by the CITY and DISTRICT.
- 1.3 All continuing education courses shall meet the enrollment requirements as set forth by the DISTRICT.

2. COURSES

- 2.1 DISTRICT courses offered in the CITY shall be of the same quality and rigor as those offered on the DISTRICT campus.
- 2.2 Courses offered in the CITY shall adhere to the official course outline of record and the student learning outcomes within the DISTRICT.

3. FACULTY

- 3.1 Continuing Education faculty shall be employed by the DISTRICT.
- 3.2 The DISTRICT shall be solely responsible for all salaries, wages, and benefits for faculty.
- 3.3 The DISTRICT shall have the primary right to control and direct the activities of faculty provided to the CITY while providing instruction in continuing education courses.
- 3.4 If necessary, substitute faculty will be approved by the DISTRICT using the same process and subject to the same conditions described herein.

- 3.5 By signing the MOU, the DISTRICT, its faculty and staff affirm its duties and responsibilities to the Child Abuse and Neglect Reporting Act. DISTRICT faculty assigned to teach at CITY must comply with California Education Code 87013 and must be free of any sex offense crimes under the California Penal Code definition and California Educational Code 87010 and 87405.

4. LIAISON

- 4.1 The DISTRICT shall appoint an academic department administrator who will serve as a Liaison to the CITY and who will coordinate all courses in consultation with the CITY.
- 4.2 The CITY will designate a Liaison to work directly with the DISTRICT'S Liaison to coordinate courses.
- 4.3 The DISTRICT shall provide assistance to students with enrollment questions and registration.

5. STUDENTS

- 5.1 Noncredit grading indicators earned by students enrolled in continuing education courses will be posted on official DISTRICT transcripts.
- 5.2 Students enrolled in continuing education courses will be eligible for student support services, which shall be available to them at the DISTRICT itself.
- 5.3 Students who withdraw from a continuing education course will not receive any DISTRICT grade(s) or unit credit for work completed.

6. EVALUATION

- 6.1 The DISTRICT and the CITY may conduct end-of-term student evaluations for each course offered in the CITY in accordance with established guidelines.
- 6.2 Site visits by representatives of the DISTRICT shall be permitted by the CITY to ensure courses offered in the CITY meet the academic rigor as courses offered on the DISTRICT campus.

7. RECORDS

- 7.1 Records of student attendance and achievement for all CITY students who enroll in a continuing education course shall be maintained by the CITY and the DISTRICT electronic records systems through the course instructor. (Education Code section 76220).

8. FACILITIES

- 8.1 CITY agrees to provide facilities suitable for instruction which includes:
- a) A computer-controlled projector and screen for electronic presentations and a whiteboard with markers (if needed).
 - b) Clean, well-lighted and maintained classroom.
 - c) The classroom will be unlocked and opened prior to class.
 - d) Access to restroom for students and faculty.
 - e) Emergency contact person on-site.

9. INDEMNIFICATION

- 9.1 The CITY agrees to and shall indemnify, save and hold harmless the DISTRICT and its officers, agents, and employees from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the DISTRICT, arising out of the performance of or in connection with this AGREEMENT. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the CITY, its officers and employees.
- 9.2 The DISTRICT agrees to and shall indemnify, save and hold harmless the CITY and its officers, agents, and employees from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the CITY, arising out of the performance of or in connection with this AGREEMENT. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the DISTRICT, its officers and employees.

10. NON-DISCRIMINATION

- 10.1 Neither the CITY nor the DISTRICT shall discriminate on the base of race or ethnicity, gender, gender identity, gender expression, nationality, physical or mental disability, sexual orientation, religion, or any other characteristic that is contained in the definition of hate crimes set forth in the California Penal Code.

11. TERM OF MOU

- 11.1 The term of this MOU shall be July 1, 2024 through June 30, 2029.

12. TERMINATION OR CHANGES

- 12.1 This MOU will become null and void at any time by providing 30-days written notice to the other party. Written notice of termination or changes to this MOU shall be addressed to the proper Liaison listed in item 4.1 above.
- 12.2 Upon termination of this MOU, the CITY shall develop a DISTRICT approved plan enabling students to complete the course they are enrolled in.

13. NOTICES

- 13.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U. S. Mail, to the following addresses:

CITY:
Rene Salas
City Manager
City of South El Monte
1415 Santa Anita Avenue
South El Monte, CA 91733

DISTRICT:
Stephen Kibui
VP, Finance and Business
Rio Hondo Community College District
3600 Workman Mill Road
Whittier, CA 90606

14. INTEGRATION

- 14.1 This MOU sets forth the entire agreement between the Parties relating to the subject matter of this Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to concurrent enrollment are incorporated into this MOU.

15. MODIFICATION AND AMENDMENT

- 15.1 No modifications or amendments of any of the terms or provisions of this MOU shall be binding unless made in writing and signed by the Parties.

16. GOVERNING LAWS

- 16.1 This MOU shall be interpreted according to the laws of the State of California.

17. SEVERABILITY

- 17.1 This Agreement shall be considered severable, such that if any provision or part of the Agreement is ever held invalid under any law or ruling, that provision or part of the Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have duly approved this Memorandum of Understanding, as evidenced by their respective authorized signatures set forth below.

**RIO HONDO COMMUNITY
COLLEGE DISTRICT**

CITY OF EL MONTE

Stephen Kibui
VP, Finance and Business

Rene Salas
City Manager

RHC Board Date:

EXHIBIT A

Continuing Education courses that can be offered in South El Monte Senior Center:

1. English as a Second Language
2. Computer Classes
3. Citizenship
4. Principles of Mind and Body Health for Older Adults I: Flexibility and Balance (Yoga)
5. Principles of Mind and Body Health for Older Adults II: Strength and Balance
6. Painting for Older Adults

The CITY and the DISTRICT will review periodically classes to be offered.



City Council Agenda Report

Agenda Item No. 7.d.

DATE: May 28, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

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

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION 24-174, APPROVING AMENDMENT NO. 1 TO AGREEMENT WITH ECOLANE USA, INC. FOR DEMAND RESPONSIVE SCHEDULING AND DISPATCHING SOFTWARE SYSTEM

SUMMARY: The City of South El Monte Transportation Division provides transportation for the elderly population, people with disabilities, and youth participants. The City has contracted Ecolane USA, Inc. ("Ecolane") to provide a demand responsive scheduling and dispatching software system aimed to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options. Amendment No.1 will renew and extend the contract service agreement for two (2) additional one (1) year terms.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-174, approving Amendment No. 1 renewing and extending the current agreement between the City and Ecolane for two (2) additional one (1) year terms; and
2. Authorize City Manager or designee to execute agreement.

FISCAL/FINANCIAL IMPACT: The total software cost of \$25,918.00 will be expended out of the Prop A fund over two fiscal years, 2024-25 and 2025-26.

DISCUSSION: The Senior Services Division operates a comprehensive Dial-A-Ride transportation program that provides curb-to-curb, demand-response transportation service for individuals 60 or older, as well as to legally disabled residents of any age. Passengers are transported to any destination within the City limits and up to a 15-mile radius outside of city limits for medical appointments. Other services include transportation of youth who participate in the City's sponsored after-school program. On a limited basis, bus services are provided for youth and senior excursions, and for special events that are City-sponsored.

Based on experience and needs analysis, staff determined that the demand response technology solution should be a web-based application and include tools for rider management, trip reservation administration, schedule and routing optimization, reporting and in-vehicle mobile data computers for real-time dispatching and automated vehicle location. The turn-key solution would also require professional services for training and implementation, as well as ongoing support and maintenance services.

On June 22, 2021, the City Council approved the agreement between the City and Ecolane for a responsive scheduling and dispatching software system for a term of three (3) years. Amendment No. 1, will extend the current agreement for two (2) additional one (1) year terms in the amount of \$12,959.00 per year expiring June 22, 2026.

ATTACHMENT(S):

- A. Resolution re Ecolane Amendment No. 1(984989.1)
- B. (SEM) Amend No 1 to Ecolane agreement(984796.2)
- C. Exhibit A to Amendment No. 1 (1)
- D. Agreement Between City and Ecolane USA Inc.

ATTACHMENT A

RESOLUTION NO. 24-174

A RESOLUTION OF THE CITY OF SOUTH EL MONTE APPROVING AMENDMENT NO. 1 TO RENEW AND EXTEND THE AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND ECOLANE USA, INC. FOR A DEMAND-RESPONSIVE SCHEDULING AND DISPATCHING SOFTWARE SYSTEM

WHEREAS, the City operates a Dial-A-Ride transportation services for seniors and disabled residents in South El Monte; and

WHEREAS, the City evaluation panel completed its assessment of all proposals received in response to its Request for Proposals for a Demand-Responsive Scheduling and Dispatching Software System (RFP). The proposals were evaluated consistent with the evaluation factors listed inside of the RFP; and

WHEREAS, the panel concluded that Ecolane USA, Inc. provided a technical solution that meets the City's need of an integrated dispatch software solution for its transit services; and

WHEREAS, on June 22, 2021 the City Council approved a Contract Services Agreement ("Agreement") between the City and Ecolane USA, Inc. The total for the Agreement is not to exceed \$69,722.30 for the three-year term of the Agreement with the option to renew for two (2) additional (1) one-year terms; and

WHEREAS, the City determined that an Agreement with Ecolane USA, Inc. is necessary to purchase a Demand-Responsive Scheduling and Dispatching Software System; and

WHEREAS, the City wishes to execute the option to renew the Agreement and exercise the (2) two additional (1) one-year terms. The total for the renewal is not to exceed \$25,918.00 (\$12,959.00 per year) for (2) two additional (1) one-year terms; and

WHEREAS, the Agreement's Contract Sum including the renewal and extension for two (2) additional (1) one-year terms is not to exceed \$95,665.00; and

WHEREAS, the City and Ecolane USA, Inc. determined that an amendment ("Amendment No. 1") to the Agreement is necessary to extend the term of the Agreement for (2) two additional (1) one-year terms until June 22, 2026.

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

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

SECTION 2: The City Council hereby authorizes and directs the City Manager to execute Amendment No.1 to the Agreement in substantially the form attached as Attachment A to the May 28, 2024, staff report. The Council further directs the City Manager to take all actions necessary to effectuate the Agreement.

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

PASSED, APPROVED AND ADOPTED this 28th day of May 2024.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-174 was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 28th day of May 2024 and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment”) by and between the **CITY OF SOUTH EL MONTE** (“City”) and **ECOLANE USA Inc.** (“Consultant”) is effective as of the ____ day of May, 2024.

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated June 22, 2021 (“Agreement”) whereby Contractor agreed to provide Demand-Responsive Scheduling and Dispatching Software System Services.

B. The Agreement is set to expire on June 22, 2024.

C. City and Consultant now desire to amend the Agreement for an additional 2 years with an annual fee of \$12,959 for a total increase to the contract sum in the amount of \$25,918, for the Annual Sales as a Service Option (“SaaS”) payment. For reference only, Consultant’s quote is attached here to as Exhibit “A.” In the event of any inconsistencies between Exhibit “A” and this amendment, the language of this Amendment No. 1 shall prevail.

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

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein. Deleted text is indicated in ~~strike through~~ and added text in ***bold italics***.

a. Section 2.1 shall be amended as follows:

“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 ***Ninety Five Thousand Six Hundred and Sixty Five Dollars (\$95,665)*** ~~Sixty-Nine Thousand Seven Hundred Forty Seven Dollars (\$69,747.00)~~ (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.9.”

b. Section 3.4 shall be amended as follows:

“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 *five (5)* ~~three (3)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”). ~~The City may, in its sole discretion, extend the Term for two (2) additional one-year terms.”~~

c. Exhibit C, Section I. shall be amended as follows:

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

		RATE	TIME	SUB-BUDGET
A.	Remote set up of Ecolane DRT and MDT software (8 hr. work days), includes remote training and project management. Quantity is 11.	<u>\$990.00</u> per unit	<u>Upfront Payment</u>	<u>\$10,890.00</u>
B.	Onsite Training/Go-live days (8 hr. work days). Quantity is 12.	<u>\$990.00</u> per unit	<u>Upfront Payment</u>	<u>\$11,880.00</u>
C.	Travel for # of Onsite Trips indicated (Onsite Survey, Training, and Go-live). Quantity is 3 .	<u>\$2,700.00</u>	<u>Upfront Payment</u>	<u>\$8,100.00</u>
D.	<u>Annual Sales as a Service option (“SaaS”) Payment</u>	<u>\$12,959.00</u>	<u>First day of Go-Live and each year thereafter for an initial term of 3 years</u>	<u>\$38,877.00</u>

TOTAL:

\$95,665 ~~\$69,747~~

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Rene Salas, City Manager

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONTRACTOR:

CONSULTANT

By: _____
Name: Gerry Leonard
Title: Chief Executive Officer

By: _____
Name: James Hajek
Title: Chief Financial Officer

Address: 940 W. Valley Road, Suite 1400
Wayne, PA 60532

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

Exhibitor



Ecolane is the industry-leading provider of intelligent web-based transit scheduling software. Combining a powerful and intuitive demand-response platform, Ecolane software enables transit providers increased productivity, streamline efficiency, and outstanding client satisfaction.



info@ecolane.com

Ecolane Maintenance Renewal

This Quote ("Quote"), effective as of the Effective Date set forth below, is entered into by and between the entity identified as Client below ("Client") and Ecolane USA, Inc. ("Ecolane"). As identified below and defined in the This Agreement includes (a) this Order Form, (b) City of South El Monte by and between Ecolane and Client, and (c) all other exhibits, schedules or other documents incorporated by reference (collectively, the "Agreement"). The parties acknowledge and agree that they have read and understand the terms and conditions of this Agreement and are willing to be legally bound by it.

ECOLANE DETAILS

Ecolane Legal Name	Ecolane USA, Inc.
State of Incorporation \	[Delaware]
Type of Legal Entity	Corporation
Notice Contact Information	Ecolane, Inc. 940 W. Valley Rd. Suite 1400 Wayne, PA 19087 Attn: Spiro Gjorgjievski Email: Spiro.Gjorgjievski@Ecolane.com

SERVICES DETAILS

Effective Date:	6/23/2024
Renewal Term:	2-Year Contract (Activating the two 1-Year Renewal options from original contract) Dates: 6/23/2024-6/22/2026
Maintenance & Recurring Fees:	Renewal Amount: \$12,959 Annually
Other Fees:	None
Special Terms:	None

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective on the Effective Date. To execute the above renewal agreement, sign the attached quote.

Ecolane
940 West Valley Road
Wayne, PA 19087
United States

T: 844-326-5263

Quote #	199
Date	2024/05/22
Expires	2024/06/21
Contact	Logan Young

Prepared for City of South El Monte
Rene Salas
1415 Santa Anita Ave
South El Monte, CA 91733
United States
E: rsalas@soelmonte.org

ACCEPT QUOTE

Ecolane Renewal

Year 1 Fees

Item	Qty	Price	Total
Renewal Pricing - Ecolane Annual Maintenance (Year 1)	11	\$2,580.00	\$28,380.00
Annual Maintenance Fee			\$12,959.00
Item Discount (\$15,421.00)			
Year 1 Subtotal			\$28,380.00
Discount			(\$15,421.00)
Total Licenses and Professional Services for Year 1			\$12,959.00 USD

Ongoing Annual Fees

Item	Qty	Price	Total
Renewal Pricing - Ecolane Annual Maintenance (Year 2)	11	\$2,580.00	\$28,380.00
Annual Maintenance Fee			\$12,959.00
Item Discount (\$15,421.00)			
Ongoing Annual Fees Subtotal			\$28,380.00
Discount			(\$15,421.00)
Total After Year 1			\$12,959.00 USD

Please contact us if you have any questions.

ACCEPT QUOTE

Cost Breakdown

Category	Year 1 Fees	Ongoing Annual Fees
Core Licenses / Annual Maintenance	\$28,380.00	\$28,380.00
Discount	(\$15,421.00)	(\$15,421.00)
Total	\$12,959.00 USD	\$12,959.00 USD

Quote Attachments

 Master_Agreement_-_Ecolane.pdf (230 KB)

ATTACHMENT D

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

ECOLANE USA, INC.

**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 22nd day of June, 2021 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation ("City") and ECOLANE USA, INC., ("Consultant"). City and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

- A. City operates a Dial-A-Ride transportation service for seniors and disabled residents in the City.
- B. City desires to make use of the Federal Transit Administration ("FTA") Section 5310 Program – The Enhanced Mobility of Seniors and Individuals with Disabilities Program ("Program") grant funds it was awarded to acquire a Demand-Responsive Scheduling and Dispatching Software System to enhance the efficiency and capacity of the City's Dial-A-Ride transportation program.
- C. City has sought, by issuance of a Request for Proposals for a Demand-Responsive Scheduling and Dispatching Software System ("RFP").
- D. The City evaluation panel completed its assessment of all proposals received in response to its RFP. The proposals were evaluated consistent with the evaluation factors listed inside of the RFP. The panel concluded that Consultant provided a technical solution that meets the City's need of an integrated dispatch software solution for its transit services.
- E. Following submission of the lowest responsible and responsive bid for the performance of the services, Consultant was selected by the City to perform those services pursuant to the City of South El Monte Municipal Code Section 3.16.050.
- F. Pursuant to the City of South El Monte Municipal Code, City has authority to enter into and execute this Agreement.
- G. The Parties desire to formalize the selection of Contractor for performance of the services 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 Sixty-Nine Thousand Seven Hundred Forty-Seven Dollars (\$69,747.00) (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

3.4 Term.

ARTICLE 4. COORDINATION OF WORK

<u>Spiro Gjorgjievski</u>	<u>President</u>
(Name)	(Title)
<u> </u>	<u> </u>
(Name)	(Title)

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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 the City Manager 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 or expiration of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant

agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear

to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the

effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials



9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation


Gloria Olmos, Mayor

ATTEST:


Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

see attached

Anthony R. Taylor, City Attorney

CONSULTANT:

Ecolane USA, Inc.

Name: Spiro Gjorgjievski
Title: President

By: _____
Name: _____
Title: _____

Address: 940 West Valley Road

Suite _____
Wayne, PA 19087

1400

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.

IN WITNE

SS 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

ATTEST:

Gloria Olmos, Mayor

Donna G. Schwartz, City Clerk

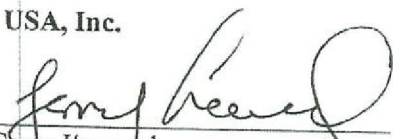
APPROVED AS TO FORM:
ALESIRE & WYNDER, LLP



Anthony R. Taylor, City Attorney

CONSULTANT:

Ecolane USA, Inc.

By: 
Name: Gerry Leonard
Title: CEO/President

By: 
Name: Corey Wolf
Title: Chief Financial Officer

Address:

940 West Valley Road

Suite 1400
Wayne, PA 19087

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)

01257.0001/723519.3 PKL

20

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S) ☐ LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE OR TYPE OF DOCUMENT

TITLE(S)

☐
☐
☐
☐
☐
☐

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

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the Hosted Services:

- A. **Provision of Software.** Subject to City's compliance with Schedule 1 to Exhibit B, Consultant grants to City a non-exclusive, personal, non-transferable, limited license for its employees to access and use the Ecolane Demand-Responsive Transportation (DRT) management software suite and Ecolane Touch Screen Mobile Data Terminals (MDT) Software ("**Software**") provided by Consultant to City over the internet through a web browser or other Consultant authorized application (collectively, "**Hosted Services**") and Documentation (as defined in Schedule 1 to Exhibit B solely for City's lawful business purposes for the term of the Agreement.
- B. Consultant shall provide its web-based DRT and Touch Screen MDT software licenses for eight (8) vehicles to be used between the paratransit services on Android tablets.
- C. Consultant shall provide streamlined reporting and analytics for additional reporting functionality to better drive system decisions.
- D. Consultant shall provide fare tracking with its diminishing balance module.
- E. Consultant shall provide the map data for the service area, which will include up to 5 contiguous counties. The City will select the service area and its boundaries and the Consultant will assist and train the City to do this.
- F. Consultant shall provide its branded Mobile App which can be used by the City to book, edit, or cancel trips. The Mobile App will show where the vehicle is on the map in real-time. At the City's option, the City can have its mobile app customized with its logos and colors for an additional cost.
- G. Consultant shall provide its self-service website where the City can book, edit and cancel trips in real-time.
- H. Consultant shall provide its SMS Text Messaging Vehicle Arrival Notifications license and an additional 10,000 SMS Text message credit.

- I. Consultant shall provide a brokerage license to handle trips that are sent out to subcontractors. Consultant shall provide its least cost scheduling algorithm to select the least expensive Subcontractor at the point of booking which has the capacity to handle the trip.
- J. Consultant shall provide the following hardware:
- 8 tablets at 8 inches Driver MDT's 8" Android Tablet. If the City purchases separately, the cost will be reduced.
 - Vehicle Mounting Hardware (RAM-101U, Otter box type case, and vehicle charger.
- K. Consultant shall provide eleven (11) days of data conversion by the Consultant's Project Manager ("PM").
- L. Consultant shall provide remote set-up. Consultant shall provide three (3) days of on-site training and go-live support remote training to the City.
- M. Consultant shall provide a two-day on-site survey by the Consultant PM to learn about the City's operations and needs.
- N. Consultant shall make three trips total for travel for the project.
- O. Consultant shall provide support for all licenses obtained by the City.
- P. Consultant shall also provide the following services at no additional cost to the City:
- Web hosting fees and server maintenance
 - Maintenance on the hosted webserver
 - Server set-up/spinup with Amazon Web Services
 - 1 to 2 significant version upgrades of the software per year
 - Unlimited minor updates as needed by the City
 - Monthly training webinars
 - Access to an idea portal to help drive the development and functionality of the Ecolane solution
 - Access to Ecolane University, a Learning Management System (LMS) that can be used to train new staff or provide refresher courses on modules of the software with self-paced video courses and tests
 - Onsite City Staff Training
 - Onsite Go-Live
 - Map Updates, System Upgrades and Updates
 - Remote set up of Ecolane DRT and MDT Software
 - Onsite City Staff training/Go-live Days
 - Travel for Onsite Trips (Onsite Survey, Training, and Go-live)
 - Project Management

- 24/7/365 Support via Web, Email and Phone, as included in Section Q, below
- Monthly Webinar Training and Access to Aha! Idea Portal
- Access to Learning Management System, Ecolane University for Staff

Q. Technical Support. Consultant shall provide 24 hours a day, 7 days a week, 365 days of the year support to the City. Consultant shall provide via online, email, and phone. Consultant shall provide a support website at helpdesk.ecolane.com, where City can find web-based tools and information, such as Frequently Asked Question (FAQ) lists, user documentation, training manuals, tutorial videos, and the system knowledge base. City can submit, view, and check the status of its support requests at any hour of the day on Consultant's website. City can also request support via Consultant's Helpdesk by email at helpdesk@ecolane.com or via phone at 888-DRT-EUSA (378-3872). Consultant shall track each support request that City submits to its Helpdesk, and shall respond according to the support request's severity as follows:

- **Severity is Critical:** Consultant's target response shall be one (1) business hour, within 4 hours from actual response.

The criteria for Critical Severity includes

- The City's production system is down
- Consultant's product is inoperable, resulting in total disruption of work or another critical business impact
- No workaround is available.

Consultant's solutions will include:

- A satisfactory workaround is provided
- A product patch is provided
- A Fix incorporated into future release
- A Fix or workaround incorporated into Solution Library
- **Severity is High:** Consultant's target response shall be eight (8) business hours, within 36 hours from actual response.

The criteria for High Severity includes:

- Major feature/function failure

- Operations are severely restricted
- A workaround is available
- **Severity is Medium:** Consultant's target response shall be 24 business hours, within 15 business days

The criteria for Medium Severity includes:

- Minor feature/function failure
- Product does not operate as designed, minor impact on usage, acceptable workaround deployed
- **Severity is Low:** Consultant's target response shall be 72 business hours, within 30 business Days

The criteria for Low Severity includes:

- Minor issues
- Documentation, general information, enhancement request

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

Not applicable.

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

- A. Testing and Authorizations for Go-Live
- B. 30-day data review
- C. System Backup and Recovery plan

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

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

- A. Personnel as decided at the discretion of the Consultant.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.

Section 3.1, “Time of Essence” is deleted in its entirety to read:

3.1 ~~Time of Essence. Intentionally Omitted.~~

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

Section 4.5, “Prohibition Against Subcontracting or Assignment” is deleted in its entirety and replaced with the following language to read:

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, which may not be unreasonably withheld or delayed. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily, whether for the benefit of creditors or otherwise, without the prior written approval of City; provided, however, Contractor may assign this Agreement without such approval if in connection with a sale of all or substantially all of Contractor’s assets; provided further, however, City may terminate this Agreement upon written notice to Contractor within thirty (30) days of any such assignment or a transfer (within the meaning below). The City understands that the Consultant may require, and hereby consents to, the assistance from sub-contractors to provided hosting services, software development services, and other similar background technology providers; however Consultant Staff’s responsibilities include providing project planning, data collection, analysis and design, on-site training, software maintenance and ongoing customer support. “Transfer” means 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 assignment, 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.

Consultant may subcontract its performance under this Agreement provided that it remains responsible for the actions or inactions of its subcontractors in their performance hereunder.

Section 5.1 “Insurance Coverages” Subsection (e) is deleted in its entirety to read:

(e) Subcontractors. ***Intentionally Omitted.*** ~~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.~~

Section 5.2 “General Insurance Requirements” Subsection (d) is deleted in its entirety to read:

(d) City’s rights of enforcement. ***Intentionally Omitted.*** ~~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.~~

Section 5.2 “General Insurance Requirements” Subsection (f) is amended to read:

(d) 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.~~

Section 5.2 “General Insurance Requirements” Subsection (i) is amended to read:

(i) Notice of cancellation. ~~Consultant agrees to oblige its insurance agent or broker and insurers to~~ ***will*** 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.

Section 5.2 “General Insurance Requirements” Subsection (m) is deleted in its entirety to read: (m) Pass through clause. ***Intentionally Omitted.***

~~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.~~

Section 5.2 “General Insurance Requirements” Subsection (n) is deleted in its entirety to read:

(n) ~~Agency’s right to revise specifications.~~ ***Intentionally Omitted.*** ~~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.~~

Section 5.3 “Indemnification” is deleted in its entirety and replaced with the following language to read: **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;~~

~~(d) — (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;~~

~~(e) — (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 or expiration of this Agreement.~~

(a) Consultant Indemnification. Consultant will defend City and its officers, directors, employees, agents, successors and permitted assigns against any claim, suit, action or proceeding brought by a third party alleging that City's receipt or use of the Hosted Services (as defined in Exhibit A) in accordance with this Agreement infringes any intellectual property right or misappropriates any trade secret of that third party (each, a "Claim Against City"), and will pay all settlements entered into and damages awarded against City as a result of a Claim Against City; provided, however, that Consultant will have no obligations under this Section with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications or other materials provided by City to Consultant; (b) use of the Hosted Services in combination with any materials or equipment not supplied to City or specified by Consultant in writing; (c) any modifications or changes made to the Hosted Services by or on behalf of any person or entity other than Consultant; (d) the use of any version of the Hosted Services other than the most current release made available by Consultant; (e) City Data (as defined in Schedule 1 to Exhibit B); or (f) City's breach of this Agreement, the Documentation, or the applicable Order(s). If a Hosted Service, or any part thereof, becomes, or in the opinion of Consultant may become, the subject of a claim of infringement or misappropriation, Consultant may, at its option: (x) obtain a license for City's continued use of that Hosted Service in accordance with this Agreement; (y) replace or modify the Hosted Services so that they are no longer claimed to infringe or misappropriate; or (z) terminate this Agreement and refund to City any portion of the fees prepaid by City for the infringing Hosted Service.

(b) City Indemnification. City will defend Consultant and its officers, directors, employees, agents, affiliates, successors and permitted assigns against any claim, suit, action or proceeding brought by a third party: (a) alleging that any information or materials provided by City (including City Data), or Consultant's receipt or use thereof, infringes any intellectual property right or misappropriates any trade secret of that third party; (b) arising from City's breach of Section 2.2 of Schedule 1 to Exhibit B; (c) arising from City's failure to comply with applicable law; or (d) arising in connection with any event described in Section 5.4(b) of Schedule 1 to Exhibit B (each of (a) – (d), a "Claim Against Consultant") and will pay all settlements entered into and damages awarded against Consultant as a result of a Claim Against Consultant.

(c) Indemnification Procedures. The party seeking indemnification hereunder will promptly notify the indemnifying party in writing of a claim for which it seeks indemnification hereunder and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party will immediately take control of the defense and investigation of the claim and will employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party will not settle any claim hereunder in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which will not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 5.3(c) will not relieve the indemnifying party of its obligations under this Section except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

Section 5.4, "Limitation on Liability" is added and shall read:

5.4 Limitation on Liability.

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE, REVENUE, PROFIT, OR DATA, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Section 6.1, "Records" is amended to read: 6.1 Records.

Consultant shall keep, ~~and require subcontractors to keep,~~ such ***data***, 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~~ ***good business practices*** and shall be complete and detailed. ***Upon written request and reasonable advance notice***, 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~~ ***their completion***, 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.

Section 6.3, "Ownership of Documents" is deleted in its entirety to read: 6.3 Ownership of Documents.

Intentionally Omitted. ~~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.~~

Section 6.4, "Confidentiality and Release of Information" is deleted in its entirety and replaced with the following language to read: 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.~~

(a) Definition of Confidential Information. “Confidential Information” means information disclosed by a party to the other party that is designated as confidential or that reasonably should be considered confidential given the nature of the information and the circumstances of disclosure. Confidential Information of City includes City Data; Confidential Information of Consultant includes the Hosted Services and Documentation; and Confidential Information of each party includes the terms and conditions of this Agreement and all Orders (including pricing), as well as information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing; “Disclosing Party” refers to the party disclosing Confidential Information hereunder, whether such disclosure is directly from Disclosing Party or through Disclosing Party’s employees or agents; and “Recipient” refers to the party receiving any Confidential Information hereunder, whether such disclosure is received directly or through Recipient’s employees or agents. Confidential Information does not include information that: (a) is already known to the Recipient without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Recipient; (c) is developed by the Recipient independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Recipient from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

(b) Requirement of Confidentiality. The Recipient agrees that it will use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (a) not disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party, provided that the Recipient may disclose the Confidential Information of the Disclosing Party to its, and its affiliates’, officers, employees, consultants and legal advisors who have a “need to know,” who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section Error! Reference source not found.; and (b) use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations or as otherwise authorized under this Agreement. The Recipient will promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party. The obligations in this Section Error! Reference source not found. will survive termination and continue for so long as the applicable information constitutes Confidential Information.

(c) Compelled Disclosure. The Recipient may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Recipient gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Recipient is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Recipient for its reasonable cost of compiling and providing secure access to that Confidential Information.

(d) Feedback. Any feedback, comments, suggestions or proposed modifications to the Hosted Services provided by City to Consultant may be freely used by Consultant without limitation, notice, or duty of accounting. Schedule 1,

“Hosted Services Terms and Conditions” is added to read: Schedule 1 to Exhibit B

Schedule 1 to Exhibit B

Hosted Services Terms and Conditions

To the extent of any conflict or inconsistency with the terms and conditions of this Schedule and any other term in the Agreement, this Schedule controls and supersedes over such conflicting or inconsistent term.

1. SERVICES.

1.1 Orders for Hosted Services. Consultant will make the Hosted Services available to City in accordance with the terms and conditions of this Agreement and any applicable Order. In the event of a conflict between the terms of this Agreement and the terms of an Order, the terms of this Agreement will govern to the extent of the conflict unless the Order expressly states that it is intended to modify the conflicting terms of this Agreement, in which case the terms of the Order will govern to the extent of the conflict.

1.2 Hosted Services. Consultant will provide to City the Hosted Services specified in an Order in accordance with the service level set out on Schedule A. City will identify to Consultant, in the manner specified by Consultant from time to time, its employees that require access to the Hosted Services. Consultant will provide standard support for the Hosted Services to City at no additional charge (including new releases, upgrades, updates, patches, and bug fixes as they may, from time to time, be developed and made generally available as part of the Hosted Services).

1.3 Hosted Service Delivery. Consultant may provide the Hosted Services from any facility and may from time to time transfer any or all of the Hosted Services being provided hereunder to any new facility(ies) or relocate the personnel, equipment and other resources used in providing those Hosted Services. Consultant may, in its sole discretion, make any changes to any Hosted Service that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Consultant’s products or services to its customers, (b) the competitive strength of, or market for, Consultant’s products or services, (c) such Hosted Services’ cost efficiency or performance, or (ii) to comply with applicable law.

1.4 Protection and Use of City Data. Consultant will maintain administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of City Data, as described in the Documentation. Those safeguards will include measures for preventing access, use, modification, or disclosure of City Data by Consultant personnel except: (a) to provide the Hosted Services, prevent or address service or technical problems, or as described herein; (b) as compelled by law; or (c) as City expressly permits in writing. City shall protect and maintain the confidentiality of any logins, passwords or other access credential supplied by Consultant for use with the Hosted Services. City is liable for all authorized and unauthorized uses of such account credentials.

2. USE OF SERVICES AND CONTENT.

2.1 City Responsibilities. City will: (a) be responsible for its and its contractors' compliance with this Agreement and for all their acts and omissions of as if they were City's acts or omissions; (b) be responsible for the accuracy, quality, and legality of City Data and the means by which City acquired City Data; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Hosted Services and notify Consultant promptly of any unauthorized access or use of which City becomes aware; (d) use Hosted Services only in accordance with this Agreement, any applicable Order, and the Documentation; (e) comply with all laws applicable to City's use of the Hosted Services; and (f) promptly and fully cooperate with Consultant and make the necessary personnel and resources available to Consultant for Consultant to deliver the Hosted Services, as reasonably requested by Consultant.

2.2 Usage Restrictions. City will not: (a) use the Hosted Services outside the licensing metrics set out in the applicable Order (e.g., per user limitations), if any; (b) make any Hosted Service available to, or use any Hosted Service for the benefit of, anyone other than City; (c) lease, license, sell, sublicense or otherwise transfer its access to or use of the Hosted Services, or include any Hosted Service in a service bureau or outsourcing offering; (d) use or permit use of any Hosted Service in contravention of Section 2.4 (Prohibited Uses); (e) interfere with or disrupt the integrity or performance of any Hosted Service; (f) attempt to gain unauthorized access to any Hosted Service; (g) permit direct or indirect access to or use of any Hosted Service in a way that circumvents a usage limit; (h) copy a Hosted Service or any part, feature, function, or user interface thereof; (i) copy any Hosted Service except as permitted herein or in an Order or the Documentation; (j) frame or mirror any part of any Hosted Service; (k) access any Hosted Service in order to build a competitive product or service; or (l) reverse engineer any Hosted Service (to the extent this restriction is permitted by law).

2.3 Technical Requirements. City will need certain equipment, software, and Internet access to be able to access the Hosted Services. Acquiring, installing, maintaining and operating equipment and Internet access is solely City's responsibility. City is responsible for ensuring that such equipment is compatible with the Hosted Services and complies with all configurations and specifications provided by Consultant, which may be amended from time to time. Consultant neither represents nor warrants that the Hosted Services will be accessible through all web browser releases or used with all operating systems.

2.4 Prohibited Uses. City will not and will not permit others in using the Hosted Services to: (a) defame, abuse, harass, stalk, threaten any individual or infringe or otherwise violate the legal rights (such as rights of privacy, publicity and intellectual property) of others or Consultant; (b) distribute any harmful, inappropriate, profane, vulgar, infringing, obscene, false, fraudulent, tortuous, indecent, unlawful, or otherwise objectionable material or information (including any unsolicited commercial communications); (c) engage in or encourage any conduct that could constitute a criminal offense or give rise to civil liability for Consultant; (d) misrepresent or in any other way falsely identify City's identity or affiliation, including through impersonation or altering any technical information in communications using the Hosted Services; (e) transmit or upload any material through the Hosted Services that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing Consultant's, or any other person's or entity's, network, computer system, or other equipment, or that poses an unusually great burden on the network itself; (f) interfere with or disrupt the Hosted Services, networks or servers connected to the Consultant systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering any of the information submitted through the Hosted Services; (g) attempt to gain unauthorized access to the Hosted Services, other Consultant customers' computer systems or networks using the Hosted Services through any means; or (h) interfere with another person's use of the Hosted Services. Consultant has no obligation to monitor City's use of the Hosted Services. However, Consultant reserves the right (but has no obligation) at all times to monitor, review, retain and disclose any information as necessary to satisfy or cooperate with any applicable law, regulation, legal process or governmental request.

2.5 Removal of Content. If Consultant is required by any third-party rights holder to remove any content or information, or receives information that any content or information provided to City may violate applicable law or third-party rights, Consultant may remove such content or information and/or notify City that it must discontinue all use of such content or information, and to the extent not prohibited by law, City will do so and promptly remove such content or information from its systems.

3. PROPRIETARY RIGHTS AND LICENSES.

3.1 Reservation. Consultant and its licensors reserve all of their rights, title, and interest in and to the Hosted Services and the Documentation, including all updated, upgrades, or derivative works from the foregoing, and all intellectual property rights therein. No rights are granted to City hereunder other than as expressly set forth in this Agreement.

3.2 Reserved.

3.3 City Data. As between Consultant and City, City owns the City Data. City grants to Consultant and its subcontractors a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit, translate, and otherwise use, disclose and process City Data for any lawful purpose, including but not limited to as reasonably necessary or useful to perform and improve the Hosted Services and for the exercise of Consultant's rights under this Agreement. City warrants to Consultant that City has the right to grant the foregoing license and provide City Data to Consultant in accordance with this Agreement. Consultant may anonymize and de-identify City Data so that it does not identify City or any individual, and cannot be used to identify City or any individual, for analytical and benchmarking purposes, for the development of new products and services, and to improve Consultant's products and services.

4. THIRD PARTY SERVICES

4.1 Integration with Third Party Hosted Services. The Hosted Services may contain features designed to interoperate with products, applications, or services not provided by Consultant (collectively, each a "Third Party Service"). To use such features, City may be required to obtain access to such Third Party Service from its provider, and may be required to grant Consultant access to City's account(s) on such Third Party Service. City shall provide, and shall cause the provider of the Third Party Service to provide, Consultant with any reasonably requested information and materials needed to integrate the Third Party Service with the Hosted Services.

4.2 Permissions; Disclaimer. Consultant does not warrant or support Third Party Service or other third-party products or services. If City chooses to use a Third Party Service with the Hosted Services, City grants Consultant permission to allow the Third Party Service and its provider to access any data (including, without limitation, data that may constitute Confidential Information) provided to Consultant in connection with the Hosted Services as required for the interoperation of that Third Party Service with the Hosted Services. Consultant is not responsible for any disclosure, modification or deletion of such data resulting from access by any Third Party Service or its provider. Any acquisition by City of a Third Party Service, and any exchange of data between City and any Third Party Service or its provider, is solely between City and the applicable third-party provider. Further, Consultant cannot guarantee the continued availability of any Hosted Service features that interoperate with Third Party Service, and may cease providing them without being in breach of this Agreement or entitling City to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third Party Service ceases to make the Third Party Service available for interoperation with the corresponding Hosted Service features in a manner acceptable to Consultant.

5. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS.

5.1 Mutual Representations. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

5.2 Hosted Services Warranties. Consultant represents and warrants that the Hosted Services will conform substantially in accordance with the Documentation under normal use and circumstances. City's sole remedy for breach of a warranty in this Section shall be to have Consultant use commercially reasonable efforts to promptly correct, replace or provide a work around for such breach, at no charge to City.

5.3 City Warranties. City represents and warrants that (a) City will use, and will ensure that all users use, each Hosted Service in full compliance with this Agreement, Consultant's end-user terms of use and all applicable laws and regulations; and (b) City owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the City Data that is placed on, transmitted via or recorded by any Hosted Service.

5.4 Disclaimer.

(a) OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CONSULTANT DISCLAIMS ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO CITY REGARDING THIS AGREEMENT AND THE SERVICES, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY CONSULTANT. NO WARRANTY IS MADE THAT USE OF THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED, THAT ANY ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES FUNCTIONALITY WILL MEET CITY'S REQUIREMENTS. CONSULTANT DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING CONSULTANT.

(b) City acknowledges and agrees that (i) it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles (i.e. any automotive machinery utilized for the transport of persons or goods), (ii) Consultant shall not be liable to City or any other entity or individual for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by or on behalf of the City or any such entity or individual in connection with this Agreement, including any personal injury or property damage claim or action, and (iii) City shall include this paragraph, or the substance thereof, in any agreements between City and any third party involving the Hosted Services or other Consultant property.

6. DEFINITIONS.

6.1 "City Data" means data and information submitted by or for City into the Hosted Services.

6.2 "Documentation" means the user guides, technical literature, and functional specifications for the Services, as provided and updated by Consultant from time to time.

6.3 “Order” means the provision of the Hosted Services in accordance with Exhibits A and C of this Agreement.

Schedule A

Service Level Agreement for Hosted Services

1. Service Levels. *Subject to the terms and conditions of this Agreement, Consultant will use commercially reasonable efforts to make the Hosted Services Available (as defined below) at least ninety-nine percent (99.0%) of the time as measured over the course of each calendar month during the Term (each such calendar month, a “Service Period”), excluding unavailability as a result of any of the Exceptions described below in this Section 1 (the “Availability Requirement”). “Service Level Failure” means a material failure of the Hosted Services to meet the Availability Requirement. “Available” and “Availability” mean the Hosted Services are available for access and use by City. For purposes of calculating the Availability Requirement, the following are “Exceptions” to the Availability Requirement, and neither will the Hosted Services be considered un-Available nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of City to access or use the Hosted Services that is due, in whole or in part, to any: (a) access to or use of the Hosted Services by City, or using City’s access credentials, that does not strictly comply with this Agreement; (b) City’s delay in performing, or failure to perform, any of its obligations under this Agreement; (c) City’s Internet connectivity; (d) force majeure event; (e) failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by Consultant pursuant to this Agreement; (f) scheduled downtime for routine maintenance of which Consultant has provided City notice via email or through the Hosted Services; or (g) disabling, suspension or termination of the Services pursuant to the Agreement.*

Service Level Failures and Remedies. In the event of a Service Level Failure, Consultant will issue a credit to City in the amount set forth in the table below, measured as a percentage of the monthly fees (or pro rata equivalent thereof) for the applicable Hosted Services paid or payable for the Service Period the Service Level Failure occurred (each a “Service Credit”).

<i>Availability</i>	<i>Service Credit (as percentage of monthly fees (or pro rata equivalent thereof))</i>
99.0% - 100%	0%
96.0% - 98.9%	3%
94.0% - 95.9%	5%

90.0% - 93.9%	10%
< 90.0%	20%

Notwithstanding the foregoing, Consultant has no obligation to issue any Service Credit unless City: (i) reports the Service Failure to Consultant immediately upon becoming aware of it, and (ii) requests such Service Credit in writing within ten (10) days of the Service Level Failure. Additionally, in no event will a Service Credit for any Service Period exceed twenty percent (20%) of the total monthly fees (or pro rata equivalent thereof) that would be payable for that Service Period if no Service Level Failure had occurred. For the avoidance of doubt: In the event a flat fee is agreed upon in the applicable Order, and as a result there is not a monthly fee, the Service Credit for any Service Period will not exceed twenty percent (20%) of the total flat fee divided by the total number of months that constitute the Term. Subject to the foregoing, any Service Credit payable to City under this Agreement will be issued to City in the calendar month following the Service Period in which the Service Level Failure occurred. The parties intend that the Service Credits are liquidated damages that constitute compensation, and not a penalty. The parties acknowledge and agree that the harm caused by a Service Level Failure would be impossible or very difficult to accurately estimate as of the Effective Date, and that the Service Credit are a reasonable estimate of the anticipated or actual harm that might arise. This Section 0 sets forth Consultant's sole obligation and liability and City's sole remedy for any Service Level Failure.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

		RATE	TIME	SUB-BUDGET
A.	Remote set up of Ecolane DRT and MDT software (8 hr. work days), includes remote training and project management. Quantity is 11.	<u>\$990.00 per unit</u>	<u>Upfront Payment</u>	<u>\$10,890.00</u>
B.	Onsite Training/Go-live days (8 hr. work days). Quantity is 12.	<u>\$990.00 per unit</u>	<u>Upfront Payment</u>	<u>\$11,880.00</u>
C.	Travel for # of Onsite Trips indicated (Onsite Survey, Training, and Go-live). Quantity is 3 .	<u>\$2,700.00</u>	<u>Upfront Payment</u>	<u>\$8,100.00</u>
				\$30, 870.00
D.	<u>Annual Sales as a Service option ("SaaS") Payment</u>	<u>\$12,959.00</u>	<u>First day of Go-Live and each year thereafter for an initial term of 3 years</u>	<u>\$38,877.00</u>

TOTAL: \$69,747

II.

Not applicable.

III.

Not applicable.

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.

Not applicable.

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	<u>7 days</u>	<u>7 business days from contract signing</u>
B.	Task B	<u>5 days</u>	<u>9 weeks from contract signing</u>
C.	Task C	<u>5 days</u>	<u>10 weeks from contract signing</u>

- II. Consultant shall deliver the following tangible work products to the City by the following dates.**
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**



City Council Agenda Report

Agenda Item No. 7.e.

DATE: May 28, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

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

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-175, AUTHORIZING AKITOI LEARNING CENTER, LLC, TO INSTALL A NEW PLAYGROUND STRUCTURE AT THE MINI CENTER

SUMMARY: The City of South El Monte has leased the Mini Center building, located at 1824 Central Avenue, to Akitoi Learning Center, LLC, (Akitoi) since 2011. The Director of Akitoi is requesting approval to install a new playground structure at the Mini Center.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 24-175, authorizing the installation of a new playground structure at the Mini Center.

FISCAL/FINANCIAL IMPACT: There is no fiscal impact to the City should Akitoi receive approval to install a new playground structure. Akitoi is fully funding the purchase of the playground structure and the installation cost, consistent with all prevailing wage provisions, and with grant funding her program has available.

DISCUSSION: The City has a lease agreement with Akitoi for the use of the Mini Center, a 6,000 square foot building located at 1824 Central Avenue. The current lease agreement between the City and Akitoi is effective until August 31, 2026. Akitoi is a for-profit proprietorship, full-service childcare business, who has continually leased the Mini Center since September 2011. Akitoi first became the City's tenant as a result of being selected through a Request for Proposal process. Akitoi's mission is to provide care and high-quality education, primarily for 2 to 5 year-old children, drawing from South El Monte and the El Monte greater area.

The current building has five playgrounds which are utilized by youth participants in the City's after-school programs, day camps, baby lab, Akitoi program, and the community. The middle playground is an exclusive use for children in the Akitoi program as well as children in City-sponsored programs. The front playground is a joint use area in front of the Mini Center building. Public access to the joint use playground area in front of the Mini Center building is limited to after hours and weekends when City programs and Akitoi are closed.

The Director of Akioi is purchasing a new playground structure to be installed on the north side of the Mini Center building adjacent to the Public Works Maintenance Yard, utilizing grant monies at the estimated cost of \$62,051.25 per Kaplan Playgrounds' quote #493935. At this time, Akioi is requesting approval from the City to install a new playground structure on a City property.

The current lease agreement allows for tenant alterations to remain in place when vacating the property. In some instances, the City may desire to revert a portion of the building back to the original configuration. In addition, any alterations to the building and site improvements on the premises require prior written approval by the City before starting construction work. Such alterations must be submitted for approval no later than 30 days prior to the scheduled construction. Lastly, the installation of the playground structure will have to follow the prevailing wage provisions which have been included in the estimate gathered by the Director of Akioi.

ATTACHMENT(S):

- A. Resolution No. 24-175
- B. Akioi Learning Center - Lease 1824 Central Avenue
- C. Playground Quote

ATTACHMENT A

RESOLUTION NO. 24-175

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
APPROVING THE INSTALLATION OF A NEW
PLAYGROUND STRUCTURE PURCHASED BY AKITOI
LEARNING CENTER, LLC, MINI CENTER TENANT FOR THE
PREMISES AT 1824 CENTRAL AVENUE

WHEREAS, the City of South El Monte (the “City”) entered into a three-year lease agreement with Akitoi Learning Center (Akitoi), LLC for the premises at 1824 Central Avenue which will expire on August 31, 2026; and

WHEREAS, Akitoi desires to install playground equipment at the premises; and

WHEREAS, the existing Lease Agreement provides that all tenant alterations (except “trade fixtures”) are to remain in place when vacating the property and shall become property of the City; and

WHEREAS, Akitoi has agreed to surrender ownership of the playground equipment when vacating the premises; and

WHEREAS, pursuant to the existing Lease Agreement, any alterations to the building and site improvements on the premises require prior written approval by the City before starting construction work. Such alterations must be submitted for approval no later than 30 days prior to the scheduled construction.

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The City Council hereby authorizes Akitoi Learning Center, LLC, to install a new playground structure at the Mini Center, located at 1824 Central Avenue.

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

PASSED, APPROVED AND ADOPTED this 28th day of May 2024.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 24-175 was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 28th day of May 2024, and that said Resolution was adopted by the following vote:

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

Donna G. Schwartz, City Clerk

ATTACHMENT B

RESOLUTION NO. 23-25

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
APPROVING AMENDMENT NO. 1 TO THE LEASE
AGREEMENT BETWEEN THE CITY AND AKITOI
LEARNING CENTER, LLC, FOR THE PREMISES AT 1824
CENTRAL AVENUE

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

WHEREAS, on December 1, 2011, Akitoi Learning Center (Akitoi), LLC, entered into a Lease Agreement with the City for the premises at 1824 Central Avenue which expired on August 31, 2018; and

WHEREAS, on September 12, 2017, Akitoi entered into a new Lease Agreement with the City which will expire on August 31, 2023; and

WHEREAS, the City and Akitoi desire to enter into an amendment to the Lease Agreement to extend the Lease Term for three (3) year; and

WHEREAS, pursuant to the existing Lease Agreement and the proposed amendment, Akitoi's monthly rent will increase annually by five percent (5%) and will result in the following monthly rents: \$2,565.50 starting September 1, 2023, \$2,693.78 starting September 1, 2024, and \$2,828.47 starting September 1, 2025; and

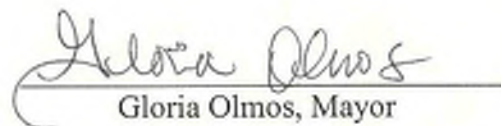
NOW, THEREFORE, BE IT RESOLVED that by the adoption of the Resolution, the City of South El Monte hereby:

Section 1. Approves an amendment to the Lease Agreement between the City and Akitoi Learning Center extending the Lease Term to August 31, 2026 and approved as to form by the City Attorney.

Section 2. The City Manager is hereby authorized and directed to execute the proposed amendment. The City Manager is further directed to take all actions necessary to effectuate this resolution.

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

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


Gloria Olmos, Mayor

ATTEST:


Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 23-25, was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 28th day of March 2023 and that said Resolution was adopted by the following vote:

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


Donna Schwartz, City Clerk

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE LEASE AGREEMENT ("Amendment") by and between the **CITY OF SOUTH EL MONTE** ("Landlord") and **AKITOI LEARNING CENTER** ("Tenant") is effective as of September 1, 2023.

RECITALS

A. Landlord and Tenant entered into a lease agreement for the premises at 1824 Central Avenue on December 1, 2011 which was set to expire on August 31, 2018.

B. On September 13, 2017, Landlord and Tenant entered into a new Lease Agreement which will expire on August 31, 2023 ("Agreement").

C. Landlord and Tenant desire to enter into this Amendment No. 1, to extend the Agreement for three years.

D. Tenant's monthly rent will continue to increase annually by five percent (5%) and will result in the monthly rents detailed below.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein. Deleted text is indicated in ~~strickethrough~~ and added text in ***bold italics***.

Section 3. Term of Lease

A. The term of this Lease ("Term") shall commence on September 13, 2017 Commencement Date"), and ~~end on August 31, 2018~~ ***end on August 31, 2026*** ("Termination Date").

~~B. Subject to paragraph C of this Section 3, Tenant may, exercise one or more options to extend the Term for up to five one-year terms. Such option(s) shall be exercised no later than one month prior to the expiration of the applicable term by written notice to Landlord. Rent for the Extended Term shall be as set forth in the schedule in Section 6. All other terms and conditions of this Lease shall remain in full force and effect during the Extended Term.~~

2. **C.B.** Notwithstanding anything to the contrary in this Lease, either party may terminate this Lease for any reason or no reason upon at least 30 days' notice to the other party

Section 6. Rent for Option Years

~~In the event Landlord exercises its option to extend the Lease pursuant to Section 3(B),~~ Tenant shall pay Landlord the following rent:

September 1, 2018=	\$2,010.14
September 1, 2019=	\$2,110.65
September 1, 2020=	\$2,216.18
September 1, 2021=	\$2,326.99
September 1, 2022=	\$2,443.34
<i>September 1, 2023 =</i>	<i>\$2,565.50</i>
<i>September 1, 2024 =</i>	<i>\$2,693.78</i>
<i>September 1, 2025 =</i>	<i>\$2,828.47</i>

3. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

4. **Affirmation of Agreement; Warranty Re Absence of Defaults.** Landlord and Tenant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Tenant represents and warrants to Landlord that, as of the date of this Amendment, Landlord is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

Landlord represents and warrants to Tenant that, as of the date of this Amendment, Tenant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

5. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

6. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

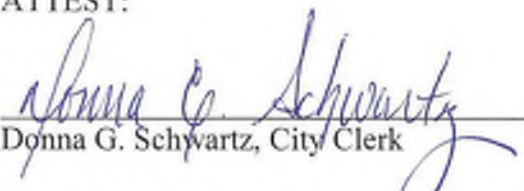
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

LANDLORD:

CITY OF SOUTH EL MONTE, a municipal corporation


Gloria Olmos, Mayor

ATTEST:


Donna G. Schwartz, City Clerk

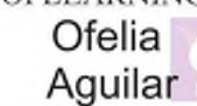
APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP


Anthony R. Taylor, City Attorney

TENANT:

AKITOI LEARNING CENTER

By:  
Ofelia Aguilar, Director

By: Ofelia Aguilar- Program Director
Name:
Title:

Address:
Ofelia Aguilar
Re: Akitoi Learning Center
1637 Maxson Road
South El Monte, CA 91733



November 20, 2021

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

RE: Our Lease Agreement dated September 13, 2017 for the Premises at 1824 Central Ave.,
South El Monte, CA 91733

Dear Ms. Barbosa,

This letter is to notify you of our intent to exercise the option to renew the Lease Agreement as described above pursuant to Section 3(b) of the Lease Agreement for September 1, 2021 through August 31, 2022.

We will continue to abide by all other terms and conditions of the Lease agreement including the provision for payment of rent per Section 6 of the Lease Agreement.

Akitoi Learning Center is licensed to serve 96 preschool age children, of which 95% are South El Monte residents. We are also currently in the process of expanding our licensure to serve infant age children in the community.

We look forward to continuing our relationship with the City of South El Monte to provide high quality services to our community.

If you have any questions or need assistance, please feel free to contact me.

Sincerely,


Ofelia Aguilar, Program Director
(626) 823-4702

Paola Lara

From: ofelia@akitoilearningcenter.com
Sent: Monday, November 22, 2021 2:41 PM
To: William Fox
Cc: Rachel Barbosa; Donna Schwartz; Paola Lara; Christina Navarro; Anisa Hans
Subject: RE: Lease Agreement Renewal Confirmation
Attachments: Intent Lease Letter- Signed.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi, Happy Holidays to you all.

Here is the letter for in response to the annual renewal. If you feel you have any questions, Please feel free to contact me. A hard copy was also provided.
Please reply back when received. Thank you.

Ofelia Aguilar
Program Director
Akitoi Learning Center
1824 Central Ave
So. El Monte, Ca 91733
(626)283-5542

----- Original Message -----

Subject: Lease Agreement Renewal Confirmation
From: William Fox <wfox@soelmonte.org>
Date: Thu, November 18, 2021 7:38 am
To: "ofelia@akitoilearningcenter.com" <ofelia@akitoilearningcenter.com>
Cc: Rachel Barbosa <rbarbosa@soelmonte.org>, Donna Schwartz
<dschwartz@soelmonte.org>, Paola Lara <plara@soelmonte.org>, Christina
Navarro <cnavarro@soelmonte.org>

Hi Ofelia,

I want to confirm that you will be continuing the lease for the period of September 1, 2021 through August 31, 2022. Our agreement calls for an annual confirmation. Please note that the new monthly rate is \$2,326.99 effective September 1, 2021. Christina's billing of November 16th has a retroactive component for the months of September and October. If you have any questions, please give me a call. Your confirmation on the annual renewal can either be a response to this email or by letter to Rachel Barbosa. Thank you.

Bill

**William Fox**

Interim Finance Director

Phone: 626-579-6540, ext.
3251

Mobile: 626-827-2445

1415 Santa Anita Avenue
South El Monte, CA 91733

www.cityofsouthelmonte.org





CITY OF SOUTH EL MONTE

1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540 * FAX (626) 579-2107



September 23, 2020

Ms. Ofelia Aguilar, Program Director
Akitoi Learning Center
1824 Central Avenue
South El Monte, CA 91733

Dear Ms. Aguilar:

SUBJECT: September 22, 2020 City Council Action Taken

I am happy to report that the City Council reviewed your requests for assistance and made a determination. The results are as follows:

- The City agrees to fund \$2,500 towards the new playground floor matting to be installed. Funds will be remitted upon notification of a successful installation.
- The City agrees to provide the parts and labor to install the shade structure. The City requests that the area of the placement be mutually agreed upon with Jason Perez. He will also verify that the shade structure is fire resistant or has been sprayed with a fire retardant prior to installation.
- Since the two improvement requests were approved, the alternative proposal of a twenty four month rent rate freeze was not approved. Effective September 2020, the regularly scheduled monthly lease payment rate of \$2,216.18 is in effect.
- The \$35,000 funding request for a summer session was not approved since this timeframe has passed.

Please contact Jayson Perez at 626-209-7232 for the coordination of the two approved items and any other matters requiring the City's attention. We appreciate the work that you do for the community as it provides a solid foundation for our youth. Best of luck to you in these challenging times.

Sincerely,

Rachel Barbosa, City Manager

cc: William Fox, Interim Finance Director
Jayson Perez, Recreation Coordinator
Rene Salas, Deputy City Manager



CITY OF SOUTH EL MONTE

1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540 * FAX (626) 579-2107



July 08, 2020

Ms. Ofelia Aguilar, Program Manager
Akitoi Learning Center
1824 Central Ave.
South El Monte, CA 91733

Dear Ms. Aguilar:

SUBJECT: Lease Agreement Renewal for 1824 Central Avenue

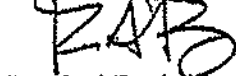
The City wants to inform Akitoi Learning Center of our desire to continue with the annual renewal of the lease. The rate that will be in effect starting September 1, 2020 is \$2,216.18 as per the existing payment schedule. The annual amount of the twelve-month lease payments is \$26,594.16 (\$2,216.18 x 12 months). This will be placed on the July 28, 2020 City Council Agenda for approval. Should you desire to discontinue leasing the facility, please inform us in writing on or before July 28, 2020 so the item can be removed from the meeting agenda.

In your February 24, 2020 letter, there were four additional requests of the City that are beyond the scope of the existing lease agreement. These requests are as follows:

1. "...Akitoi would like the City to consider providing partial funding the amount of \$2,600 to go towards new playground covering, that will end up being a more cost effective alternative then replacing the wood chips every 3 months."
2. "We also require a shade structure and would like the City to install metal poles to affix a sail shade structure to. Akitoi will cover the cost of the sail if the City can provide and install the metal poles."
3. "If the City is unable to assist with these two requests, then we respectfully ask that you consider maintaining our rent at its current rate for the next 24 months, which will assist us in implementing the needs ourselves."
4. "We would like the City to consider funding a summer program at Akitoi Learning Center." "...Our last award was in 2017 when the City paid us \$36,036 to offset expenses for running a summer program."

We want to acknowledge the four additional requests that have been made. Unfortunately, we are unable to honor them as part of the annual lease renewal as they are beyond the scope of the existing terms of the agreement in place. Please let me know if you still desire to move forward with any of these additional requests as they will require separate Council action. We look forward to Akitoi Learning Center continuing to operate at the current location and serving our community for many years to come.

Sincerely,

A handwritten signature in black ink, appearing to read 'RAB', written over the word 'Sincerely,'.

Rachel Barbosa
City Manager



February 4, 2020

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

This letter is
extending agreement
1 year.
Beginning 9/1/2020 to
8/31/2021

RE: Our Lease Agreement dated September 13, 2017 for the Premises at 1824 Central Ave.,
South El Monte, CA 91733

Dear Ms. Barbosa,

This letter is to notify you of our intent to renew the Lease Agreement as described above pursuant to Section 3(b) of the Lease Agreement.

I will continue to abide by all other terms and conditions of the Lease agreement including the provision for payment of rent per Section 6 of the Lease Agreement.

Akitoi Learning Center currently serves 90 preschool age children, of which 95% are South El Monte residents. We are also currently in the process of expanding our licensure to serve infant age children in the community.

As part of our lease renewal discussions, Akitoi would like the City to consider providing partial funding in the amount of \$2,600 to go towards new playground covering, that will end up being a more cost effective alternative then replacing the wood chips every 3 months. Akitoi will pay for the balance of the installation and materials.

We also require a shade structure and would like the City to install metal poles to affix a sail shade structure to. Akitoi will cover the cost of the sail if the City can provide and install the metal poles.

If the City is unable to assist with these two requests, then we respectfully ask that you consider maintaining our rent at its current rate for the next 24 months, which will assist us in implementing these needs ourselves.

We would also like the City to consider funding a summer program at Akitoi Learning Center, which was done for us in 2016 and 2017. Over 50% of our currently enrolled children are

1824 Central Ave., South El Monte, CA 91733 • (888) 551-2366

subsidized under the California State Preschool Program (CSPP) which runs from September – June. There is a need in the community for Akitoi to provide summer care during July and August before the children transition to another program or kindergarten. Our last award was in 2017 when the City paid us \$36,036 to offset expenses for running a summer program. Unfortunately, in 2018 there was no funding available, however Akitoi respectfully requests to be considered for this important community service.

We look forward to continuing our relationship with the City of South El Monte to provide high quality services to our community.

If you have any questions or need assistance, please feel free to contact me.

Sincerely,


Ofelia Aguilar, Program Director
(626) 823-4702



CITY OF SOUTH EL MONTE

1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540 • FAX (626) 579-2107



September 26, 2018

Mrs. Ofelia Aguilar, Director
Akitoi Learning Center
1637 Maxson Road
South El Monte, CA 91733

Re: Extension of Lease Agreement between the City of South El Monte and Akitoi Learning Center

Dear Mrs. Aguilar:

The Lease Agreement dated September 13, 2017 for Child Care Facilities between the City of South El Monte and Akitoi Learning Center has expired on August 31, 2018. However, you have notified the City with your correspondence dated August 14, 2018 that you would like to renew the Lease Agreement.

As stated in Section 3(B) of the Agreement – Subject to paragraph C of this Section 3, Tenant may, exercise one or more options to extend the Term for up to five one-year terms. Such options(s) shall be exercised no later than one month prior to the expiration of the applicable term by written notice to Landlord. Rent for the Extended Term shall be as set forth in the schedule in Section 6. All other terms and conditions of this Lease shall remain in full force and effect during the Extended Term.

For this one year extension as indicated in Section 6, Rent for Option Years – In the event Landlord exercise its option to extend the Lease pursuant to Section 3(B), Tenant shall pay Landlord the following rent:

September 1, 2018 = \$2,010.14

The City looks forward to a continued relationship with Akitoi Learning Center as you provide quality programming to the residents of South El Monte.

Sincerely,


Jennifer E. Vasquez
City Manager

cc: Carlos Carrazco, Finance Director



August 14, 2018

Jennifer Vasquez
City of South El Monte
1415 Santa Anita Ave.
South El Monte, CA 91733

RE: Our Lease Agreement dated September 13, 2017 for the Premises at 1824 Central Ave.,
South El Monte, CA 91733

Dear Ms. Vasquez,

This letter is to notify you of our intent to renew the Lease Agreement as described above pursuant to Section 3(b) of the Lease Agreement.

I will continue to abide by all other terms and conditions of the Lease agreement including the provision for payment of rent per Section 6 of the Lease Agreement.

We look forward to continuing our relationship with the City of South El Monte to provide high quality services to our community.

If you have any questions or need assistance, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Ofelia Aguilar".

Ofelia Aguilar

RESOLUTION NO. 17-83

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING
A LEASE AGREEMENT BETWEEN THE CITY AND AKITOI LEARNING
CENTER FOR THE PREMISES AT 1824 CENTRAL AVENUE

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

WHEREAS, on December 1, 2011, Akitoi Learning Center entered into a Lease Agreement with the City for the premises at 1824 Central Avenue; and

WHEREAS, Akitoi's previous Lease Agreement expired on June 30, 2017; and

WHEREAS, the City and Akitoi desire to enter into new Lease Agreement for one year and the City has at its discretion the option to exercise one or more options to extend the Term of the Lease Agreement for up to five one-year terms.

WHEREAS, Akitoi's monthly rent will increase annually by five percent (5%) and will result in the following rents: \$1914.42 for Year 1, \$2010.14 for option year one, \$2110.65 for option year two, \$2216.18 for option year three, \$2326.99 for option year four, and \$2,443.34 for option year five.

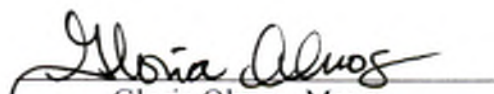
NOW, THEREFORE, BE IT RESOLVED that by the adoption of the Resolution, the City of South El Monte hereby:

Section 1. Approves a Lease Agreement between the City and Akitoi Learning Center effective September 13, 2017 and expiring on August 31, 2018.

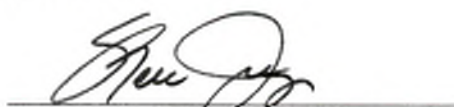
Section 2. The Mayor is directed to execute the proposed agreement, on the terms specified in Section 1 of this Resolution and in the form approved by the City Attorney. The Mayor and City Manager are hereby directed to take all actions necessary to effectuate this resolution.

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

PASSED, APPROVED AND ADOPTED this 12th day of September, 2017.


Gloria Olmos, Mayor

ATTEST:


Rose Juarez, City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 17-83, 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 12th day of September 2017 and that said Resolution was adopted by the following vote:

AYES: Angel, Delgado, Garcia, (Mayor) Olmos
NOES: None
ABSENT: Gonzales
ABSTAIN: None



Rose Juarez, City Clerk

**LEASE FOR CHILD CARE FACILITIES BETWEEN THE
CITY OF SOUTH EL MONTE AND AKITOI LEARNING CENTER**

This Lease ("Lease") is entered into as of September 13, 2017 between the City of South El Monte, a California municipal corporation ("Landlord") and Akitoi Learning Center, a sole-proprietorship ("Tenant").

RECITALS

A. Landlord is the owner of certain land, buildings, and improvements located in South El Monte, California, commonly known as 1824 Central Avenue, South El Monte, California (the "Property").

B. Landlord desires to lease to Tenant and Tenant desires to lease from Landlord a portion of the Property consisting of approximately 6,000 square feet of interior ground floor space, as well as the entire enclosed outdoor space adjacent thereto, as shown on **Exhibit A** attached hereto (the "Premises") for use as a child development center, on the terms and conditions in this Lease.

C. Tenant has occupied the Premises, under lease from Landlord, since December of 2011

For good and valuable consideration, the parties agree as follows:

Section 1. Definitions

As used in this Lease the following terms shall have the following definitions:

- A. "Commencement Date" is defined in Section 3.
- B. "Event of Default" is defined in Section 27.
- C. "Landlord" is defined in the preamble of this Lease.
- D. "Lease" is defined in the preamble of this Lease.
- E. "Rent" is defined in Section 5.
- F. "Premises" is defined in Recital B.
- G. "Tenant" is defined in the preamble of this Lease.
- H. "Term" is defined in Section 3.
- I. "Termination Date" is defined in Section 3.
- J. "Trade Fixtures" is defined in Section 22.A.

Section 2. Lease

A. Landlord leases to Tenant and Tenant leases from Landlord the Premises on the terms and conditions in this Lease. Tenant may use non-reserved parking spaces at the Property at all times throughout the Term at no additional cost, and Landlord shall at all time make sure there is available for the use of Tenant and its employees, suppliers, shippers, customers, contractors and invitees, a sufficient number of parking spaces at the Property. Landlord covenants and agrees with Tenant that upon Tenant's paying the rental required under this Lease and paying all other charges and performing all of the covenants and provisions aforesaid on Tenant's part to be observed and performed under this Lease, Tenant shall and may, subject to the rights of the Landlord under this Lease, peaceably and quietly have, hold, and enjoy the Premises in accordance with this Lease without any hindrance, molestation or ejection by Landlord.

B. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Property and interior utility raceways and installations within the Premises that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenant and other tenants of the Property and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

C. Landlord grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Property. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Landlord or Tenant's designated agent, which consent may be revoked at any time.

D. Landlord or such other person(s) as Landlord may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("Rules and Regulations") for the management, safety, care, cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Property and their invitees. Tenant agrees to abide by and conform to all such Rules and Regulations, and to use reasonable efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Landlord shall not be responsible to Tenant for the non-compliance with said Rules and Regulations by other tenants of the Property.

E. Landlord shall have the right, in Landlord's sole discretion, from time to time (provided such actions do not unreasonably interfere with Tenant's use and enjoyment of the Premises):

1. To make changes to the Common Areas, including without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

2. To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

3. To add additional buildings and improvements to the Common Areas;

4. To use the Common Areas while engaged in making additional improvements, repairs, or alterations to the Property, or any portion thereof; and

5. To do or perform such other acts and make such other changes in, to or with respect to the Common Areas and Property as Landlord may, in the exercise of sound business judgment, deem to be appropriate.

Section 3. Term of Lease

A. The term of this Lease ("Term") shall commence on September 13, 2017 ("Commencement Date"), and end on August 31, 2018 ("Termination Date").

B. Subject to paragraph C of this Section 3, Tenant may, exercise one or more options to extend the Term for up to five one-year terms. Such option(s) shall be exercised no later than one month prior to the expiration of the applicable term by written notice to Landlord. Rent for the Extended Term shall be as set forth in the schedule in Section 6. All other terms and conditions of this Lease shall remain in full force and effect during the Extended Term.

C. Notwithstanding anything to the contrary in this Lease, either party may terminate this Lease for any reason or no reason upon at least 30 days' notice to the other party.

Section 4. Tenant Improvements

All construction work required or permitted by this Lease shall be done in a good and workmanlike manner, and in compliance with all applicable laws and ordinances, regulations, and orders of governmental authority and insurers of the Premises. Tenant may inspect the work of Landlord at reasonable times and shall promptly give notice to Landlord of observed defects.

Section 5. Initial Term Rent

Commencing on the Commencement Date, Tenant shall pay rent to the Landlord \$1,914.42 per month.

Section 6. Rent for Option Years

In the event Landlord exercises its option to extend the Lease pursuant to Section 3(B), Tenant shall pay Landlord the following rent:

September 1, 2018 =	\$2,010.14
September 1, 2019 =	\$2,110.65
September 1, 2020 =	\$2,216.18
September 1, 2021 =	\$2,326.99
September 1, 2022 =	\$2,443.34

Section 7. Maintenance and Fee

"Common Area Operating Expenses" are defined, for purposes of this Lease, as all costs incurred by Landlord relating to the ownership and operation of the Property, including, but not limited to, the following:

A. The operation, repair and maintenance, in neat, clean, good order and condition of the following:

1. The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Areas lighting facilities, fences and gates, elevators, roofs, and roof drainage systems.

2. Exterior signs and tenant directories.

3. Any fire detection and/or sprinkler systems.

B. The costs of water, gas, and electricity to the Common Areas and any utilities not separately metered.

C. Trash disposal, pest control services, property management, security services, and the cost of any environmental inspections.

D. Reserves set aside for maintenance and repair of Common Areas.

E. Any deductible portion of an insured loss concerning the Common areas.

F. The cost of any capital expenditure to the Property.

Section 8. Security Deposit

Upon execution of this Lease, Tenant shall deposit with Landlord the sum of One Thousand Five Hundred Dollars (\$1,914.42) (the "Security Deposit") as security for Tenant's faithful performance of its obligations under this Lease. If Tenant fails to pay rent or otherwise defaults under this Lease, Landlord may use, apply or retain all or any portion of said Security

Deposit for the payment of any amount due Landlord or to reimburse or compensate Landlord for any liability, expense, loss or damage which Landlord may suffer or incur by reason thereof. If Landlord uses or applies all or any portion of the Security Deposit, Tenant shall within ten days after written request therefor deposit monies with Landlord sufficient to restore said Security Deposit to the full amount required by this Lease. Landlord shall not be required to keep the Security Deposit separate from its general accounts. Within 14 days after the expiration or termination of this Lease, if Landlord elects to apply the Security Deposit only to unpaid Rent or Maintenance Fees, and otherwise within 30 days after the Premises have been vacated, Landlord shall return that portion of the Security Deposit not used or applied by Landlord. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Tenant under this Lease. Tenant hereby waives the provisions of California Civil Code Section 1950.7.

Section 9. Use

A. Tenant shall only be permitted to use the Premises for educational and charitable purposes by operating a child development center for families of limited means and other allied operations incident to the conduct of the business, and Tenant agrees not to use the Premises for any immoral or unlawful purpose. Landlord agrees that, subject to the prior reasonable review and approval by Landlord and compliance with all applicable governmental requirements and any signing criteria in any covenants, conditions, and restrictions recorded prior to the date of this Lease, Tenant may erect and maintain on the Premises and the building and improvements on the Property any signs advertising Tenant's business, as Tenant may desire.

B. Tenant shall not commit any acts on the Premises, nor use the Premises in any manner that will cause the cancellation of any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises.

C. Tenant shall not commit any waste or any public or private nuisance upon the Premises.

D. Tenant shall not violate any laws, rules, and orders of all federal, state, and municipal governments or agencies that may be applicable to use of the Premises.

Section 10. Utilities

During the Term, Landlord shall pay, before delinquency, all charges or assessments for water, sewer, gas, heat, electricity, garbage disposal, trash disposal, and all other utilities and services of any kind that may be used on the Premises, except for Tenant's telephone charges.

Section 11. Taxes

A. Landlord shall pay to the public authorities charged with the collection on or before the last day on which payment may be made without penalty or interest, all real estate taxes that are assessed against the Premises or arise because of the occupancy, use, or possession of the Premises subsequent to the commencement of the Term, and all installments of assessments that are due during the Term.

B. Landlord shall not be required to pay, discharge, or remove any tax (including penalties and interest), assessment, tax lien, forfeiture, or other imposition or charge against the Premises or any part of the Premises or any improvements, for such time that Landlord is diligently and in good faith contesting the validity or the legality of the assessment, levy, or charge by appropriate legal proceedings, and so long as Landlord posts the necessary bond or security, to prevent the collection of the tax, assessment, imposition, or charge contested. Tenant agrees that Tenant will, upon the reasonable request of Landlord, at no cost or expense to Tenant, execute or join in the execution of any instrument or document necessary in connection with any proceeding.

C. Tenant shall pay any and all possessory interest taxes payable by Tenant, and Tenant is hereby notified that such taxes may be assessed on Tenant's leasehold interest hereunder.

Section 12. Condition of Premises

Tenant acknowledges that as of the date of this Lease, Tenant has inspected the Premises and all improvements on the Premises and that, to Tenant's actual knowledge the Premises and improvements are in good order, repair, and condition.

Section 13. Repairs and Maintenance

A. Landlord shall, at Landlord's own expense, keep the entire Premises (both interior and exterior, structural and non-structural), and the remainder of the Property, in good condition and repair, and in compliance with all laws, rules, and orders of all federal, state, and municipal governments or agencies.

B. If at any time during the Term, including renewals or extensions, Landlord fails to maintain the Premises, Tenant may, but shall not be required to, perform the maintenance or make the repairs or replacements for the account of Landlord; any sums expended by Tenant in so doing, shall be immediately due from Landlord on demand of Tenant.

Section 14. Alterations

A. Tenant shall not make any structural alterations to the building and improvements on the Premises, or any alterations that adversely affect utilities, without Landlord's prior written consent; provided, however, non-structural alterations may be performed upon prior written notice but without Landlord's consent. Landlord agrees not to unreasonably withhold approval of the alterations that require Landlord's consent. Approval, however, may be conditioned upon (among other things) the receipt by Landlord of a set of plans and specifications for the alterations no later than 30 days prior to the scheduled construction of the alterations, and upon Tenant's agreement to restore the Premises, if Landlord requires it at the end of the Term, to the same condition as before the alterations. All such alterations performed by Tenant shall be in accordance with applicable laws at Tenant's own expense. Tenant will indemnify and defend Landlord for all liens, claims, or damages caused by any such alterations performed by Tenant. Landlord agrees, when requested by Tenant, to execute and deliver any applications, consents, or other instruments required to permit Tenant to do this work or to obtain permits for the work.

B. Except as set forth in Section 14.A and excluding all of Tenant's Trade Fixtures, all alterations and improvements made to the Premises shall become the property of Landlord and shall remain on and be surrendered with the Premises at the expiration or sooner termination of this Lease, including any renewals or extensions.

C. At least ten days before any construction commences or materials are delivered for any alterations that Tenant is making to the Premises, Tenant shall give written notice to Landlord as to when the construction is to commence or the materials are to be delivered. Landlord shall then have the right to post and maintain on the Premises any notices that are required to protect Landlord and Landlord's interest in the Premises from any liens for work and labor performed or materials furnished in making the alterations; provided, however, that it shall be Tenant's duty to keep the Premises free and clear of all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Premises at the request of Tenant.

D. Tenant will not at any time permit any mechanics', laborers', or materialmen's liens to stand against the Premises for any labor or material furnished to Tenant or claimed to have been furnished to Tenant or Tenant's agents, contractors, or subtenants, in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction or sufferance of Tenant; provided, however, that Tenant shall have the right to contest the validity or amount of any lien or claimed lien, upon giving to Landlord a letter executed by Tenant assuring that the lien or claimed lien will be paid, when and to the extent that the lien is finally determined to be valid and owing. Tenant's right, however, to contest these liens shall not extend beyond the point where Landlord's title to the Premises could be lost. On final determination of the lien or claim of lien, Tenant will immediately pay any final judgment rendered, with all property costs and charges, and shall have the lien released or judgment satisfied at Tenant's own expense. If Tenant fails to pay the judgment promptly or otherwise fails to prevent any sale, foreclosure, or forfeiture of the Premises because of a lien, Landlord shall have the right, upon five days' written notice to Tenant, to pay or prevent this action, and the amount paid by Landlord shall be immediately due and payable to Landlord.

Section 15. Entry

Tenant shall permit Landlord or Landlord's agents, representatives, or employees to enter the Premises at all reasonable times and upon reasonable notice to inspect the Premises to determine whether Tenant is complying with the terms of this Lease, to perform maintenance and to do other lawful acts that may be necessary to protect Landlord's interest in the Premises under this Lease or to perform Landlord's duties under this Lease.

Section 16. Surrender of Premises; Holding Over

On the Termination Date or the end of any extension or renewal of this Lease, Tenant shall promptly surrender and deliver the Premises to Landlord in as good condition as they are now at the date of this Lease, reasonable wear and tear excepted.

Section 17. Indemnity

A. Tenant's Indemnity

1. To the fullest extent permitted by law, Tenant shall indemnify, defend and hold property damage, violation of any applicable Municipal, County, State, and Federal laws and regulations, Court Rules or ordinances, or any other type of loss) sustained or claimed to have been sustained by any person or persons, or corporation, or public or private entity arising out of the performance or nonperformance of services, operations, duties, and other obligations of the Tenant, its officers, agents, employees, representatives, and subcontractors under this Lease.

2. Tenant shall indemnify, defend and hold harmless Landlord, its officers, agents and employees from any and all claims and losses occurring or resulting to any and all tenants, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of work performed by or at the request of Tenant.

3. Tenant shall indemnify, defend, and hold harmless the Landlord, its agents, officers and employees from any and all Tenant employees' Workers' Compensation suits, liability, or expense and will bear the sole responsibility and liability for furnishing Workers' Compensation benefits in an amount and form to meet the State of California's statutory requirements, to any and all Tenant personnel.

4. Tenant shall indemnify the Landlord, and hold it harmless from any and all loss, damage, costs, and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by Tenant of its obligations and covenants set forth in this Lease.

5. The provisions of this indemnification clause shall not be limited to the availability or ability to collect insurance coverage, and shall survive the termination of this agreement.

B. Landlord's Indemnity

1. To the fullest extent permitted by law, Landlord shall indemnify, defend and hold harmless Tenant, its officers, agents and employees (collectively hereinafter referred to as "Tenant") from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, action, or causes of actions whatsoever, for or in connection to any injury, damage or loss (including, but not limited to bodily injury, death, personal injury, property damage or any other type of loss) sustained or claimed to have been sustained by any person or persons, or corporation, or public or private entity arising out of the performance or nonperformance of the Landlord's obligations under this Lease.

2. Landlord shall indemnify, defend, and hold harmless Tenant, its agents, officers and employees from any and all Landlord employees' Workers' Compensation suits, liability, or expense and will bear the sole responsibility and liability for furnishing Workers'

Compensation benefits in an amount and form to meet the State of California's statutory requirements, to any and all Landlord personnel.

3. Landlord shall indemnify Tenant, and hold it harmless from any and all loss, damage, costs, and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by Landlord of its obligations and covenants set forth in this Lease.

4. The provisions of this indemnification clause shall not be limited to the availability or ability to collect insurance coverage, and shall survive the termination of this agreement.

Section 18. Insurance

PLEASE TAKE NOTICE: Tenant shall provide to Landlord copies of all insurance policies on or before the effective date of this Lease.

A. Without limiting Tenant's and Landlord's mutual indemnification and as a material condition of this Lease, Tenant shall procure and maintain for the duration of the Lease and any extended period thereof insurance with limits, coverages, terms and conditions at least as broad as shown below.

1. Commercial General Liability Insurance "occurrence" form to provide defense and indemnity coverage to Tenant, its employees, and Landlord for liability for bodily injury, personal injury, and property damage arising from, including, but not limited to, premises and operations, contractual liability, independent Tenants, products and completed operations, broad form property damage, and broad form liability with a combined single limit of \$1,000,000 per occurrence, \$3,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy shall be endorsed to name the Landlord as additional insured.

2. Sexual abuse/molestation insurance. Tenant shall procure and maintain Sexual Abuse/Molestation Liability coverage with limits of not less than \$1,000,000 per occurrence and \$3,000,000 general aggregate. Coverage may be provided as part of Commercial General Liability coverage, Professional Liability coverage, or as a separate policy.

3. Automobile Liability Insurance to provide defense and indemnity coverage to Tenant, its employees, and Landlord for liability for bodily injury and property damage with a combined single limit of \$1,000,000 per accident to cover owned, non-owned and hired automobiles if automobiles are used in the operation of program activities. The general aggregate limit shall apply separately to this Lease or the general aggregate shall be twice the required per accident limit.

4. Workers' Compensation Insurance as required by the Labor Code of the State of California or Employers' Liability insurance for: (1) bodily injury with accident with limits of \$1,000,000 each accident; (2) disease with limits of \$1,000,000 per policy limit; and (3) disease with limits of \$1,000,000 each employee.

5. Automobile Comprehensive and Collision Physical Damage Insurance for Automobiles. The Tenant may commercially insure this risk or self-insure this risk. If

commercial insurance is purchased, a "loss payee" endorsement covering the interest of Landlord shall be added onto the policy.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Landlord. At the option of Landlord, either Tenant shall cause its insurer to reduce or eliminate such deductibles or self-insured retention as respects Landlord; or Tenant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses, unless other arrangements have been made and approved by Landlord.

C. Other Insurance Provisions

1. Landlord shall be named as an additional insured on the Comprehensive General Liability, Business Automobile Liability, and Employment Practices Liability policies. Landlord shall be named as loss payee on the Commercial Crime policies as Landlord's interest may appear.

2. Tenant's insurance shall be primary to any other insurance or self-insurance programs maintained by Landlord, with respect to liability resulting from or connected to Tenant's acts or omissions, and such coverage shall be provided and maintained at Tenant's own expense.

3. Tenant shall report all serious incidents, including death and dismemberment, claims and lawsuits as soon as practical, but in no event later than the reporting provisions of governing insurance policies. Any failure to comply with reporting provisions of policies shall not affect coverage provided to Landlord.

4. Tenant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurance.

5. Each insurance policy required by this Lease shall be endorsed to state that "except for non-payment of premium, in which case ten calendar days notice of cancellation shall be given, coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after 60 calendar days prior written notice by certified mail, return receipt requested has been given to Landlord."

6. Insurance shall be placed with insurers admitted in the State of California and having a Best rating of no less than A-: VII.

7. Tenant shall furnish the Landlord with original endorsements and certificates of insurance that are required by this Lease. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Tenant shall provide to Landlord all endorsements and certificates and must be approved by the Landlord prior to funding. The Landlord reserves the right to require complete, certified copies of all required insurance policies at any time.

8. Tenant shall cause all subcontractors to procure and maintain for the duration of any work, services or operations performed insurance to cover claims for injuries (including death), damage, or loss that may arise from or in connection with the performance or nonperformance of work, services, or operations by the subcontractor or any of its officers, agents, employees, representatives, or volunteers.

D. Notification of Claims

1. Tenant shall immediately notify the Landlord in writing of any and all incidents that result in a serious injury or death of a student, and the time, place and circumstances thereof, including identification of witnesses, if known.

2. A copy of any and all demands, charges, notices, claims, summons, complaints, or other similar legal documents received by Tenant in connection to the services or operations pertaining to this Lease shall immediately be forwarded to the Landlord. As a result of loss, damage or theft the Tenant shall file a claim with its insurance carrier and submit written notice within ten working days to the Landlord's Risk Manager.

Section 19. Compliance with Civil Rights Laws

Tenant shall comply with the provisions of state and federal civil rights laws which provide that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving State or federal financial assistance.

Section 20. Compliance with Section 504 and the ADA

Tenant shall comply with Section 504 of the Rehabilitation Act of 1973 which provides that no otherwise qualified handicapped individual in the United States shall, solely by reason of the handicap, be excluded from participation in, be denied the benefit or, or be subjected to discrimination under any programs or activity receiving federal financial assistance. In addition, Tenant shall comply with the provisions of the Americans With Disabilities Act (ADA), provided, however, that any structural repairs to the Premises or the Property required in connection with the ADA shall be performed by Landlord at its sole cost and expense.

Section 21. Compliance with Drug-Free Workplace Act

Tenant must certify that it will provide a drug-free workplace in accordance with the provision of the Drug-Free Workplace Act of 1988.

Section 22. Trade Fixtures

A. Tenant shall have the right, at any time and from time to time during the Term and any renewals or extensions, at Tenant's sole cost and expense, to install and affix on the Premises items for use in Tenant's trade or business, which Tenant, in Tenant's sole discretion, deems advisable (collectively "Trade Fixtures"). Trade Fixtures installed in the Premises by Tenant shall always remain the property of Tenant and may be removed at any time or the expiration of the Term or any extension, provided that any damage to the Premises caused by the

removal of the Trade Fixtures shall be repaired by Tenant, and further provided that Landlord shall have the right to keep any Trade Fixtures or to require Tenant to remove any Trade Fixtures that Tenant might otherwise elect to abandon.

B. As security for Tenant's performance of obligations under this Lease, Tenant grants to Landlord a security interest in all Trade Fixtures owned by Tenant and now or later placed on the Premises by Tenant. Any right to remove the Trade Fixtures given Tenant by the provisions of Section 22.A shall be exercisable only if, at the time of the removal, Tenant is not in default in performance of this Lease. Tenant may, however, at any time Tenant is not in default in performance of this Lease, trade in or replace any Trade Fixture, free of the security interest created by this section. This security interest will then attach to the item that replaced the previous Trade Fixture. Upon default under this Lease, Landlord shall immediately have as to the Trade Fixtures the remedies provided to a secured party under relevant sections of the California Uniform Commercial Code.

C. Any Trade Fixtures that are not removed from the Premises by Tenant within 30 days after the Termination Date shall be deemed abandoned by Tenant and shall automatically become the property of Landlord as owner of the real property to which they are affixed and not due to the lien provided to Landlord in Section 22.B.

Section 23. Signs

Tenant shall not place, maintain, nor permit on any exterior door, wall, or window of the Premises any sign, awning, canopy, marquee, or other advertising without the express written consent of Landlord. Furthermore, Tenant shall not place any decoration, lettering, or advertising matter on the glass of any exterior window of the Premises without the written approval of Landlord. If Landlord consents to any sign, awning, canopy, marquee, decoration, or advertising matter, Tenant shall obtain any necessary permits or licenses therefor and maintain it in good appearance and repair at all times during this Lease. At the Termination Date, any of the items mentioned in this section that are not removed from the Premises by Tenant may, without damage or liability, be destroyed by Landlord.

Section 24. Damage and Destruction

A. If the building or other improvements constructed on the Premises are damaged or destroyed, whether partially or entirely, by any cause, Landlord shall repair, restore, or reconstruct the damaged or destroyed building and other improvements so that the condition and quality of the new building and other improvements shall be as near as reasonably possible to the condition and quality immediately prior to the damage or destruction to the extent that proceeds of insurance are available. Damage to or destruction of any portion of the building, fixtures, or other improvements on the Premises by fire, the elements, or any other cause shall not terminate this Lease or entitle Tenant to surrender the Premises or otherwise affect the respective obligations of the parties, any present or future law to the contrary notwithstanding. However, if the building, fixtures, or other improvements on the Premises are totally destroyed or damaged to the extent that the Premises is wholly unsuitable or inadequate for the purposes for which Tenant was using the Premises prior to the destruction or damage, all Minimum Monthly Rent shall abate effective the date of the destruction or damage.

B. If the Premises are damaged or destroyed in whole or in part and the available insurance proceeds are equal to the cost of repair, less any applicable deductible amount, Landlord shall proceed with due diligence to have plans and specifications prepared, to commence rebuilding, reconstruction, or restoration as promptly as possible after the occurrence of the event causing the damage or destruction, and thereafter to diligently complete the work. If the insurance proceeds are not equal to the cost of repair, Landlord may, but shall not be obligated to do whatever may be necessary for the rebuilding, recordation, repair, or restoration of any building or improvements damaged or destroyed at its own cost and expense.

C. Regardless of any contrary provisions in this Lease, if the Premises are damaged or destroyed by any cause to the extent of more than 25% of its insurable value or if the available insurance proceeds are less than the cost to repair, Landlord may, at Landlord's sole option, terminate this Lease within 90 days of the damage or destruction by giving written notice to Tenant.

Section 25. Condemnation

A. If, during the Term or any renewal or extension, the whole of the Premises shall be taken pursuant to any condemnation proceeding, this Lease shall terminate as of 12:01 a.m. of the date that actual physical possession of the Premises is taken, and after that, both Landlord and Tenant shall be released from all obligations under this Lease.

B. If, during the Term or any renewal or extension, only a part of the Premises is taken pursuant to any condemnation proceeding and the remaining portion is not suitable or adequate for the purposes for which Tenant was using the Premises prior to the taking, or if the Premises should become unsuitable or inadequate for those purposes by reason of the taking of any other property adjacent to or over the Premises pursuant to any condemnation proceeding, or if by reason of any law or ordinance the use of the Premises for the purposes specified in this Lease shall become unlawful, then and after the taking or after the occurrence of other described events, Tenant shall have the option to terminate, and the option can be exercised only after the taking or after the occurrence of other described events by Tenant giving ten days' written notice to Landlord, and rent shall be paid only to the time when Tenant surrenders possession of the Premises. Without limiting the generality of the previous provision, it is agreed that in the event of a partial taking of the Premises pursuant to any condemnation proceeding, if the number of square feet of floor area in the portion remaining after the taking is less than 80% of the number of square feet of floor area at the commencement of the Term, Tenant shall, after the taking, have the option to terminate this Lease on ten days' written notice to Landlord, and rent shall be paid only to the time when Tenant surrenders possession of the Premises.

C. If only a part of the Premises is taken pursuant to any condemnation proceeding under circumstances that Tenant does not have the option to terminate this Lease as provided in this Section, or having the option to terminate, Tenant elects not to terminate, then Landlord shall at Landlord's expense promptly proceed to restore the remainder of the Premises to a self-contained architectural unit.

D. If the whole or any part of the Premises are taken pursuant to any condemnation proceeding, then Landlord shall be entitled to the entirety of any condemnation award except that portion allocable to Tenant's unsalvageable Trade Fixtures.

Section 26. Assignment and Subletting

Tenant shall not assign this Lease or sublease the Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion. Subsequent to any assignment or sublease Tenant shall remain primarily liable for the rental to be paid under this Lease and the performance of all terms and conditions of this Lease. There shall be no change in the use of the Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion. Notwithstanding anything to the contrary herein, Tenant shall have the right, without first obtaining the consent of Landlord, to assign the Lease or sublease the Premises or otherwise share or transfer use or occupancy of the Premises to (a) its affiliates; (b) any entity resulting from a merger or consolidation of Tenant with any organization; (c) any entity acquiring substantially all of the stock or a substantial portion of the business or assets of Tenant; (d) any entity succeeding to the business and assets of Tenant; or (e) any entity which controls, or is controlled by, is under common control with Tenant (and such affiliates shall have the same rights as Tenant under this paragraph). No change of stock ownership or control of Tenant shall constitute an assignment hereunder.

Section 27. Default

Any of the following events or occurrences shall constitute a material breach of this Lease by Tenant and, after the expiration of any applicable grace period, shall constitute an event of default (each an "Event of Default"):

A. The failure by Tenant to pay any amount in full when it is due under the Lease, if the failure has continued for a period of five days after Landlord demands in writing that Tenant cure the failure;

B. The failure by Tenant to perform any obligation under this Lease, which by its nature Tenant has no capacity to cure;

C. The failure by Tenant to perform any other obligation under this Lease, if the failure has continued for a period of 30 days after Landlord demands in writing that Tenant cure the failure. If, however, by its nature the failure cannot be cured within 30 days, Tenant may have a longer period as is necessary to cure the failure, but this is conditioned upon Tenant's promptly commencing to cure within the 30-day period and thereafter diligently completing the cure. Tenant shall indemnify and defend Landlord against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

D. Any of the following: A general assignment by Tenant for the benefit of Tenant's creditors; any voluntary filing, petition, or application by Tenant under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment, vacation, or surrender of the Premises by Tenant

without Landlord's prior written consent; or the dispossession of Tenant from the Premises (other than by Landlord) by process of law or otherwise;

E. The appointment of a trustee or receiver to take possession of all or substantially all of Tenant's assets; or the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, unless the appointment or attachment, execution, or seizure is discharged within 30 days; or the involuntary filing against Tenant, or any general partner of Tenant if Tenant is a partnership, of

1. a petition to have Tenant, or any partner of Tenant if Tenant is a partnership, declared bankrupt, or

2. a petition for reorganization or arrangement of Tenant under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within 60 days;

F. The abandonment of the Premises by Tenant.

Section 28. Remedies

Upon the occurrence of an Event of Default, Landlord, in addition to any other rights or remedies available to Landlord at law or in equity, shall have the right to

A. Terminate this Lease and all rights of Tenant under this Lease by giving Tenant written notice that this Lease is terminated.

B. Continue this Lease, and from time to time, without terminating this Lease, either

1. Recover all rent and other amounts payable as they become due or

2. Relet the Premises or any part on behalf of Tenant on terms and at the rent that Landlord, in Landlord's sole discretion, may deem advisable, and apply the proceeds of reletting to the rent and other amounts payable by Tenant. To the extent that the rent and other amounts payable by Tenant under this Lease exceed the amount of the proceeds from reletting, the Landlord may recover the excess from Tenant as and when due. Landlord acknowledges that Tenant may terminate this Lease at any time upon 30 days notice, and therefore Tenant shall have no liability to Landlord for any costs incurred in reletting.

C. Upon the occurrence of an Event of Default, Landlord shall also have the right, with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises. Landlord may store the property removed from the Premises in a public warehouse or elsewhere at the expense and for the account of Tenant.

D. None of the following remedial actions, alone or in combination, shall be construed as an election by Landlord to terminate this Lease unless Landlord has in fact given Tenant written notice that this Lease is terminated or unless a court of competent jurisdiction decrees termination of this Lease. If Landlord takes any of the previous remedial actions without

terminating this Lease, Landlord may nevertheless at any later time terminate this Lease by written notice to Tenant.

E. After the occurrence of an Event of Default, Landlord, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Event of Default for the account and at the expense of Tenant. However Landlord must by prior notice first allow Tenant a reasonable opportunity to cure, except in cases of emergency, where Landlord may proceed without prior notice to Tenant. Tenant shall, upon demand, immediately reimburse Landlord for all reasonable, actual, out-of-pocket costs, including costs of settlements, defense, court costs, and attorney fees that Landlord actually incurs in the course of any cure.

F. No security or guaranty for the performance of Tenant's obligations that Landlord may now or later hold shall in any way constitute a bar or defense to any action initiated by Landlord for unlawful detainer or for the recovery of the Premises, for enforcement of any obligation of Tenant, or for the recovery of damages caused by a breach of this Lease by Tenant or by an Event of Default.

G. Except where this is inconsistent with or contrary to any provisions of this Lease, no right or remedy conferred upon or reserved to either party is intended to be exclusive of any other right or remedy, or any right or remedy given or now or later existing at law or in equity or by statute. Except to the extent that either party may have otherwise agreed in writing, no waiver by a party of any violation or nonperformance by the other party of any obligations, agreements, or covenants under this Lease shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by either party to exercise a remedy for any violation or nonperformance by the other party be deemed a waiver by that party of the rights or remedies with respect to that violation or nonperformance.

Section 29. Waiver of Breach

Any express or implied waiver of a breach of any term of this Lease shall not constitute a waiver of any further breach of the same or other term of this Lease; and the acceptance of rent shall not constitute a waiver of any breach of any term of this Lease, except as to the payment of rent accepted.

Section 30. Notices

Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party shall be in writing and shall be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to Tenant at:

Ofelia Aguilar
Akitoi Learning Center
1637 Maxson Road

South El Monte, California 91733
Attn: Ofelia Aguilar, (626) 448-6943

or to Landlord at:

City of South El Monte
1415 Santa Anita Avenue
South El Monte, California 91733
Attn: Jennifer Vasquez, City Manager

Either party, Tenant or Landlord, may change the address for the purpose of this Section by giving written notice of the change to the other party in the manner provided in this Section.

Section 31. Heirs and Successors

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

Section 32. Partial Invalidity

Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Lease shall remain in effect, unimpaired by the holding.

Section 33. Entire Agreement

This instrument constitutes the sole agreement between Landlord and Tenant respecting the Premises, the leasing of the Premises to Tenant, and the specified lease term, and correctly sets forth the obligations of Landlord and Tenant. Any agreement or representations respecting the Premises or their leasing by Landlord to Tenant not expressly set forth in this instrument are void.

Section 34. Time of Essence

Time is of the essence in this Lease.

Section 35. Rent

All monetary obligations of Tenant to Landlord under the Lease shall constitute rent.

Section 36. Amendments

This Lease may be modified only in writing duly executed by the parties.

Section 37. Merger

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation of the Lease, or a termination by Landlord, shall not work a merger, and shall, at the option of

Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to a Landlord of any of the subtenancies.

Section 38. Governing Law

This Lease shall be governed by and construed in accordance with California law.

Section 39. No Brokerage Commission

Each party agrees and acknowledges that no commission is due any real estate broker in connection with this Lease.

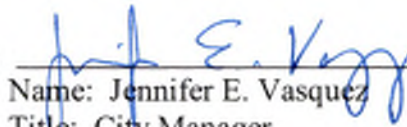
Section 40. Recording

Upon request by Landlord, Tenant shall execute, acknowledge and return to Landlord a recordable Memorandum of Lease evidencing the Lease, for recording.

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of South El Monte,
a California municipal corporation

By: 

Name: Jennifer E. Vasquez
Title: City Manager

Consultant:

Akitoi Learning Center

By: 

Name: Ofelia Aguilar
Title: Director

ATTEST:

By: 

Name: Rose Juarez
Title: City Clerk

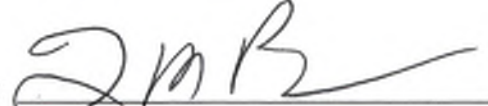
By: _____

Name: _____

Title: _____

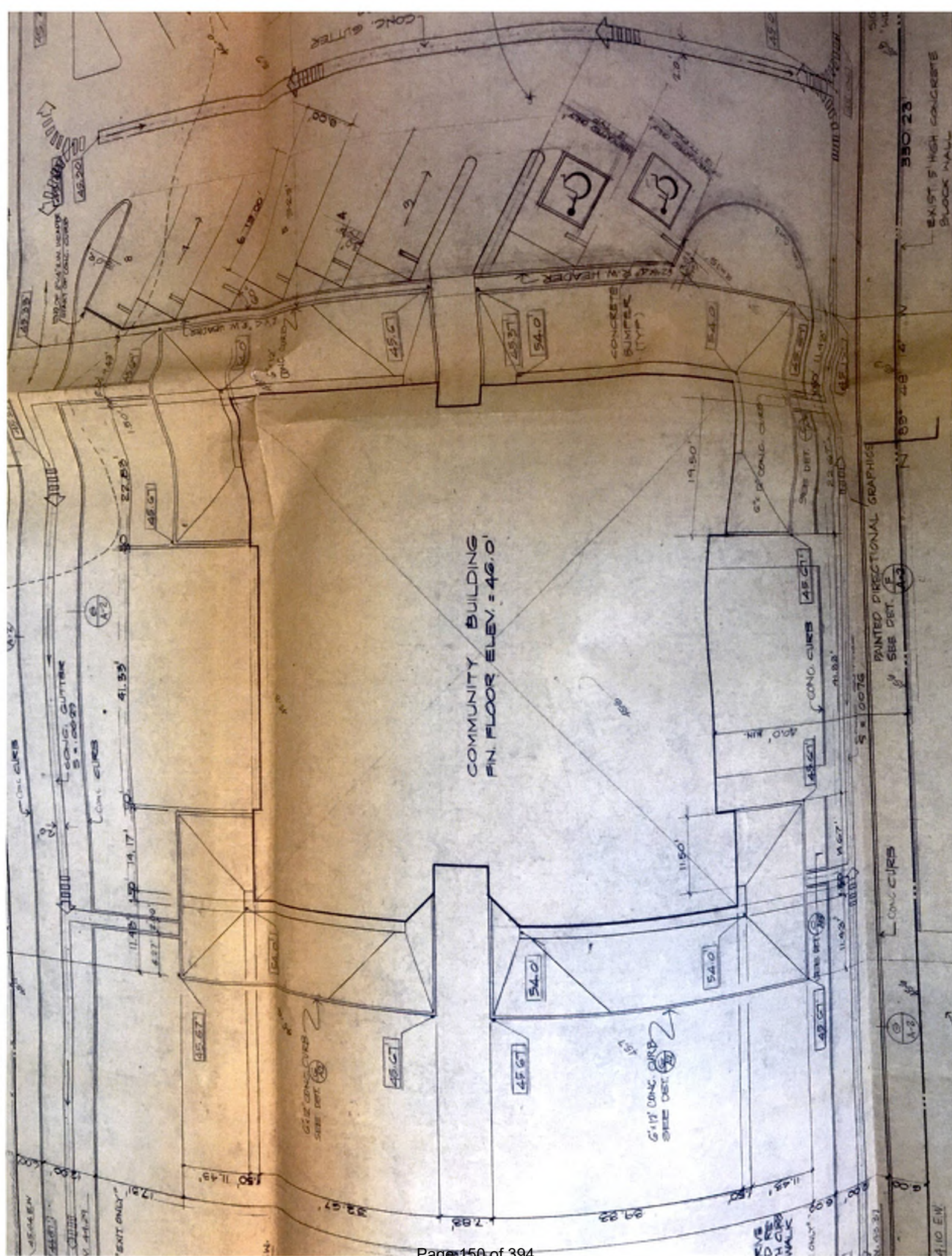
**PROOF OF AUTHORITY TO BIND CONTRACTING
PARTY REQUIRED**

APPROVED AS TO FORM:

By: 

Name: Quinn M. Barrow
Title: City Attorney

EXHIBIT A
SITE PLAN





CITY OF SOUTH EL MONTE

1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540 • FAX (626) 579-2107

August 13, 2014

Mrs. Ofelia Aguilar, Director
Akitoi Learning Center
1824 Central Avenue
South El Monte, CA 91733

Re: Lease for Child Care Facilities between the City of South El Monte and Aguilar Family Child Care

Dear Mrs. Aguilar:

Pursuant to the Lease for Child Care Facilities between the City of South El Monte and Aguilar Family Child Care, Section 3, Term of Lease, this letter is to acknowledge the continue Term for an additional four years, commencing July 1, 2014.

Due to inconsistence attendance, the rents for the Option Year 2, commencing July 1, 2014 and ending June 30, 2015 is \$1,653.75. Commencing July 1, 2015 and ending June 30, 2016, the rents for the Option Year 3 will be \$1,736.44; and for the Option Year 4, commencing July 1, 2016 and ending June 30, 2017 the rents will be \$1,823.26.

The City looks forward to a continue relationship with Aguilar Child Care tin providing quality programing to the residents of South El Monte at the Akitoi Learning Center.

Sincerely,

Anthony R. Ybarra
City Manager

Cc: George Munoz, Recreation Supervisor
Joe Nocella, Finance Director



CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE

2013 DEC 19 P 12:25

December 18, 2013

Mr. George Munoz
City of South El Monte
1415 Santa Anita Ave.
South El Monte, CA 91733

RE: Our Lease Agreement dated December 13, 2011 for the Premises at 1824 Central Ave.,
South El Monte, CA 91733

Dear Mr. Munoz,

This letter is to notify you of our intent to renew the Lease Agreement as described above pursuant to Section 3(b) of the Lease Agreement.

I will continue to abide by all other terms and conditions of the Lease agreement including the provision for payment of rent per Section 6 of the Lease Agreement.

We look forward to continuing our relationship with the City of South El Monte to provide high quality services to our community.

If you have any questions or need assistance, please feel free to contact me.

Sincerely,

Ofelia Aguilar



CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE
2016 AUG -2 P 3:32

August 02, 2016

Mr. Anthony Ybarra
City of South El Monte
1415 Santa Anita Ave.
South El Monte, CA 91733

RE: Name Change for Aguilar Family Child Care Business- for the Premises at 1824 Central Ave., South El Monte, CA 91733

Dear Mr. Ybarra,

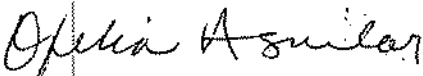
This letter is to notify you of business name change. Aguilar Family Child Care- Ofelia Aguilar. Now is Akitoi Learning Center. Public records documents are included to justify change.

I will continue to abide by all terms and conditions of the Lease agreement including the provision for payment of rent per Section 6 of the Lease Agreement now under Akitoi Learning Center.

We look forward to continuing our relationship with the City of South El Monte to provide high quality services to our community.

If you have any questions or need assistance, please feel free to contact me.

Sincerely,


Ofelia Aguilar

YOUR RETURN MAILING ADDRESS

NAME: Ofelia Aguilar

ADDRESS: 1637 Maxson St.

CITY: South El Monte

STATE: CA

ZIP CODE: 91733

2012 029866



FILED
Feb 22 2012

Dean C. Logan, Registrar - Recorder/County Clerk

Electronically signed by MICHAEL BARON

FICTITIOUS BUSINESS NAME STATEMENT

TYPE OF FILING AND FILING FEE (Check one)

- ☒ Original- \$26.00 (FOR ORIGINAL FILING WITH ONE BUSINESS NAME ON STATEMENT) ☐ New Filings- \$26.00 (CHANGES IN FACTS FROM ORIGINAL FILING- REQUIRES PUBLICATION)
☐ Refile- \$26.00 (NO CHANGES IN THE FACTS FROM ORIGINAL FILING)
\$5.00- FOR EACH ADDITIONAL BUSINESS NAME FILED ON SAME STATEMENT, DOING BUSINESS AT THE SAME LOCATION \$5.00- FOR EACH ADDITIONAL OWNER IN EXCESS OF ONE OWNER

The following person(s) is (are) doing business as:

*1. Akitoi Learning Center

2.

Print Fictitious Business Name(s)

** 1824 Central Ave.

Street address of principal place of business

Mailing address if different

South El Monte

CA

91733

Los Angeles

City

State

Zip

COUNTY

City

State

Zip

Articles of Incorporation or Organization Number (if applicable): AI #0N

*** REGISTERED OWNER(S):

1. Ofelia Aguilar

2.

Full Name/Corp/LLC (P.O. Box not accepted)

Full Name/Corp/LLC (P.O. Box not accepted)

1637 Maxson St.

Residence Address

Residence Address

South El Monte

CA

91733

City

State

Zip

City

State

Zip

If Corporation or LLC - Print State of Incorporation/Organization

If Corporation or LLC - Print State of Incorporation/Organization

3.

4.

Full Name/Corp/LLC (P.O. Box not accepted)

Full Name/Corp/LLC (P.O. Box not accepted)

Residence Address

Residence Address

City

State

Zip

City

State

Zip

If Corporation or LLC - Print State of Incorporation/Organization

If Corporation or LLC - Print State of Incorporation/Organization

IF MORE THAN FOUR REGISTRANTS, ATTACH ADDITIONAL SHEET SHOWING OWNER INFORMATION

**** THIS BUSINESS IS CONDUCTED BY: (Check one)

- ☒ an Individual ☐ a General Partnership ☐ a Limited Partnership ☐ a Limited Liability Company
☐ an Unincorporated Association other than a Partnership ☐ a Corporation ☐ a Trust ☐ Copartners
☐ Husband and Wife ☐ Joint Venture ☐ State or Local Registered Domestic Partners ☐ a Limited Liability Partnership

***** The registrant commenced to transact business under the fictitious business name or names listed above on n/a

(Insert N/A above if you haven't started to transact business)

I declare that all information in this statement is true and correct.

(A registrant who declares as true information which he or she knows to be false is guilty of a crime.)

REGISTRANT/CORP/LLC NAME (PRINT) Ofelia Aguilar

TITLE Owner

REGISTRANT SIGNATURE *Ofelia Aguilar* IF CORP OR LLC, PRINT NAME

If corporation, also print corporate title of officer. If LLC, also print title of officer or manager.

This statement was filed with the County Clerk of Los Angeles on the date indicated by the filed stamp in the upper right corner.
NOTICE - IN ACCORDANCE WITH SUBDIVISION (a) OF SECTION 17920, A FICTITIOUS NAME STATEMENT GENERALLY EXPIRES AT THE END OF FIVE YEARS FROM THE DATE ON WHICH IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK, EXCEPT AS PROVIDED IN SUBDIVISION (b) OF SECTION 17920, WHERE IT EXPIRES 40 DAYS AFTER ANY CHANGE IN THE FACTS SET FORTH IN THE STATEMENT PURSUANT TO SECTION 17913 OTHER THAN A CHANGE IN THE RESIDENCE ADDRESS OF A REGISTERED OWNER. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THE EXPIRATION.

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR LOCAL LAW (SEE SECTION 14411 ET. SEQ., BUSINESS AND PROFESSIONS CODE).

I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE.

DEAN C. LOGAN, LOS ANGELES COUNTY CLERK

Deputy

This is a true and certified copy of the record
If it bears the seal, imprinted in purple ink,
of the Registrar-Recorder/County Clerk

FEB 22 2012

Diane C. Logan REGISTRAR-RECORDER/COUNTY CLERK
LOS ANGELES COUNTY, CALIFORNIA



LEASE FOR CHILD CARE FACILITIES BETWEEN THE CITY OF SOUTH EL MONTE AND AGUILAR FAMILY CHILD CARE

This Lease ("Lease") is entered into as of December 1, 2011 between the City of South El Monte, a public agency ("Landlord") and Aguilar Family Child Care ("Tenant").

Recitals

- A. Landlord is the owner of certain land, buildings, and improvements located in South El Monte, California, commonly known as 1824 Central Avenue, South El Monte, California (the "Project").
- B. Landlord desires to lease to Tenant and Tenant desires to lease from Landlord a portion of the Project consisting of approximately 6,000 square feet of interior ground floor space, as well as the entire enclosed outdoor space adjacent thereto, as shown on Exhibit A attached hereto (the "Premises") for use as a child development center, on the terms and conditions in this Lease.

For good and valuable consideration, the parties agree as follows:

Section 1. Definitions

As used in this Lease the following terms shall have the following definitions:

- "Commencement Date" is defined in Section 3.
- "Event of Default" is defined in Section 27.
- "Landlord" is defined in the preamble of this Lease.
- "Lease" is defined in the preamble of this Lease.
- "Rent" is defined in Section 5.
- "Premises" is defined in Recital B.
- "Tenant" is defined in the preamble of this Lease.
- "Term" is defined in Section 3.
- "Termination Date" is defined in Section 3.
- "Trade Fixtures" is defined in Section 22(a).

Section 2. Lease

(a) Landlord leases to Tenant and Tenant leases from Landlord the Premises on the terms and conditions in this Lease. Tenant may use non-reserved parking spaces at the Project at all times throughout the Term at no additional cost, and Landlord shall at all time make sure there is available for the use of Tenant and its employees, suppliers, shippers, customers, contractors and invitees, a sufficient number of parking spaces at the Project. Landlord covenants and agrees with Tenant that upon Tenant's paying the rental required under this Lease and paying all other charges and performing all of the covenants and provisions aforesaid on Tenant's part to be observed and performed under this Lease, Tenant shall and may, subject to the rights of the Landlord under this Lease, peaceably and quietly have, hold, and enjoy the Premises in accordance with this Lease without any hindrance, molestation or ejection by

Landlord.

(b) The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenant and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

(c) Landlord grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Landlord or Tenant's designated agent, which consent may be revoked at any time.

(d) Landlord or such other person(s) as Landlord may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("Rules and Regulations") for the management, safety, care, cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Project and their invitees. Tenant agrees to abide by and conform to all such Rules and Regulations, and to use reasonable efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Landlord shall not be responsible to Tenant for the non-compliance with said Rules and Regulations by other tenants of the Project.

(e) Landlord shall have the right, in Landlord's sole discretion, from time to time (provided such actions do not unreasonably interfere with Tenant's use and enjoyment of the Premises):

- (i) To make changes to the Common Areas, including without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;
- (ii) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;
- (iii) To add additional buildings and improvements to the Common Areas;
- (iv) To use the Common Areas while engaged in making additional improvements, repairs, or alterations to the Project, or any portion thereof; and

- (v) To do or perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Landlord may, in the exercise of sound business judgment, deem to be appropriate.

Section 3. Term of Lease

(a) The term of this Lease ("Term") shall commence on the date the center license application becomes effective ("Commencement Date"), and end on the one-year anniversary of the Commencement Date, unless sooner terminated or extended pursuant to the terms of this Lease ("Termination Date").

(b) Landlord may, at its sole option, exercise one or more options to extend the Term for up to five (5) one-year terms. Such option(s) shall be exercised no later than one month prior to the expiration of the applicable term by written notice to Tenant. Rent for the Extended Term shall be as set forth in the schedule in Section 6. All other terms and conditions of this Lease shall remain in full force and effect during the Extended Term.

(c) Notwithstanding anything to the contrary in this Lease, either party may terminate this Lease for any reason upon at least thirty (30) days' notice to the other party; provided, however, that if Tenant terminates the Lease because Tenant loses its Los Angeles Universal Preschool (LAUP) funding from the California Department of Education to operate the program at this facility, then Landlord acknowledges that less than thirty (30) days' notice may be given by Tenant to Landlord.

Section 4. Tenant Improvements

(a) All construction work required or permitted by this Lease shall be done in a good and workmanlike manner, and in compliance with all applicable laws and ordinances, regulations, and orders of governmental authority and insurers of the Premises. Tenant may inspect the work of Landlord at reasonable times and shall promptly give notice to Landlord of observed defects.

Section 5. Initial Term Rent

(a) Commencing on the Commencement Date, Tenant shall pay rent to the Landlord \$1,500 per month.

Section 6. Rent for Option Years

In the event Landlord exercises its option to extend the Lease pursuant to Section 3(b), Tenant shall pay Landlord the following rent: (NOTE: DATES WILL BE INSERTED ONCE COMMENCEMENT DATE IS DETERMINED)

Option Year 1 =	\$1,575.00
Option Year 2 =	\$1,653.75
Option Year 3 =	\$1,736.44
Option Year 4 =	\$1,823.26

Option Year 5 = \$1,914.42

Section 7. Maintenance and Fee

“Common Area Operating Expenses” are defined, for purposes of this Lease, as all costs incurred by Landlord relating to the ownership and operation of the Project, including, but not limited to, the following:

- (i) The operation, repair and maintenance, in neat, clean, good order and condition of the following:
 - (aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Areas lighting facilities, fences and gates, elevators, roofs, and roof drainage systems.
 - (bb) Exterior signs and tenant directories.
 - (cc) Any fire detection and/or sprinkler systems.
- (ii) The costs of water, gas, and electricity to the Common Areas and any utilities not separately metered.
- (iii) Trash disposal, pest control services, property management, security services, and the cost of any environmental inspections.
- (iv) Reserves set aside for maintenance and repair of Common Areas.
- (v) Any deductible portion of an insured loss concerning the Common areas.
- (vi) The cost of any capital expenditure to the Project.

Section 8. Security Deposit

Upon execution of this Lease, Tenant shall deposit with Landlord the sum of One Thousand Five Hundred Dollars (\$1,500.00) (the “Security Deposit”) as security for Tenant’s faithful performance of its obligations under this Lease. If Tenant fails to pay rent or otherwise defaults under this Lease, Landlord may use, apply or retain all or any portion of said Security Deposit for the payment of any amount due Landlord or to reimburse or compensate Landlord for any liability, expense, loss or damage which Landlord may suffer or incur by reason thereof. If Landlord uses or applies all or any portion of the Security Deposit, Tenant shall within 10 days after written request therefor deposit monies with Landlord sufficient to restore said Security Deposit to the full amount required by this Lease. Landlord shall not be required to keep the Security Deposit separate from its general accounts. Within 14 days after the expiration or termination of this Lease, if Landlord elects to apply the Security Deposit only to unpaid Rent or Maintenance Fees, and otherwise within 30 days after the Premises have been vacated, Landlord shall return that portion of the Security Deposit not used or applied by Landlord. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for

any monies to be paid by Tenant under this Lease. Tenant hereby waives the provisions of California Civil Code Section 1950.7.

Section 9. Use

(a) Tenant shall only be permitted to use the Premises for educational and charitable purposes by operating a child development center for families of limited means and other allied operations incident to the conduct of the business, and Tenant agrees not to use the Premises for any immoral or unlawful purpose. Landlord agrees that, subject to the prior reasonable review and approval by Landlord and compliance with all applicable governmental requirements and any signing criteria in any covenants, conditions, and restrictions recorded prior to the date of this Lease, Tenant may erect and maintain on the Premises and the building and improvements on the Project any signs advertising Tenant's business, as Tenant may desire.

(b) Tenant shall not commit any acts on the Premises, nor use the Premises in any manner that will cause the cancellation of any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises.

(c) Tenant shall not commit any waste or any public or private nuisance upon the Premises.

(d) Tenant shall not violate any laws, rules, and orders of all federal, state, and municipal governments or agencies that may be applicable to use of the Premises.

Section 10. Utilities

During the Term, Landlord shall pay, before delinquency, all charges or assessments for water, sewer, gas, heat, electricity, garbage disposal, trash disposal, and all other utilities and services of any kind that may be used on the Premises, except for Tenant's telephone charges.

Section 11. Taxes

(a) Landlord shall pay to the public authorities charged with the collection on or before the last day on which payment may be made without penalty or interest, all real estate taxes that are assessed against the Premises or arise because of the occupancy, use, or possession of the Premises subsequent to the commencement of the Term, and all installments of assessments that are due during the Term.

(b) Landlord shall not be required to pay, discharge, or remove any tax (including penalties and interest), assessment, tax lien, forfeiture, or other imposition or charge against the Premises or any part of the Premises or any improvements, for such time that Landlord is diligently and in good faith contesting the validity or the legality of the assessment, levy, or charge by appropriate legal proceedings, and so long as Landlord posts the necessary bond or security to prevent the collection of the tax, assessment, imposition, or charge contested. Tenant agrees that Tenant will, upon the reasonable request of Landlord, at no cost or expense to Tenant, execute or join in the execution of any instrument or document necessary in connection with any proceeding.

(c) Tenant shall pay any and all possessory interest taxes payable by Tenant, and Tenant is hereby notified that such taxes may be assessed on Tenant's leasehold interest hereunder.

Section 12. Condition of Premises

Tenant acknowledges that as of the date of this Lease, Tenant has inspected the Premises and all improvements on the Premises and that, to Tenant's actual knowledge the Premises and improvements are in good order, repair, and condition.

Section 13. Repairs and Maintenance

(a) Landlord shall, at Landlord's own expense, keep the entire Premises (both interior and exterior, structural and non-structural), and the remainder of the Project, in good condition and repair, and in compliance with all laws, rules, and orders of all federal, state, and municipal governments or agencies.

(b) If at any time during the Term, including renewals or extensions, Landlord fails to maintain the Premises, Tenant may, but shall not be required to, perform the maintenance or make the repairs or replacements for the account of Landlord; any sums expended by Tenant in so doing, shall be immediately due from Landlord on demand of Tenant.

Section 14. Alterations

(a) Tenant shall not make any structural alterations to the building and improvements on the Premises, or any alterations that adversely affect utilities, without Landlord's prior written consent; provided, however, non-structural alterations may be performed upon prior written notice but without Landlord's consent. Landlord agrees not to unreasonably withhold approval of the alterations that require Landlord's consent. Approval, however, may be conditioned upon (among other things) the receipt by Landlord of a set of plans and specifications for the alterations no later than thirty (30) days prior to the scheduled construction of the alterations, and upon Tenant's agreement to restore the Premises, if Landlord requires it at the end of the Term, to the same condition as before the alterations. All such alterations performed by Tenant shall be in accordance with applicable laws at Tenant's own expense. Tenant will indemnify and defend Landlord for all liens, claims, or damages caused by any such alterations performed by Tenant. Landlord agrees, when requested by Tenant, to execute and deliver any applications, consents, or other instruments required to permit Tenant to do this work or to obtain permits for the work.

(b) Except as set forth in Section 14(a) and excluding all of Tenant's Trade Fixtures, all alterations and improvements made to the Premises shall become the property of Landlord and shall remain on and be surrendered with the Premises at the expiration or sooner termination of this Lease, including any renewals or extensions.

(c) At least ten (10) days before any construction commences or materials are delivered for any alterations that Tenant is making to the Premises, Tenant shall give written notice to Landlord as to when the construction is to commence or the materials are to be delivered. Landlord shall then have the right to post and maintain on the Premises any notices that are required to protect Landlord and Landlord's interest in the Premises from any liens for

work and labor performed or materials furnished in making the alterations; provided, however, that it shall be Tenant's duty to keep the Premises free and clear of all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Premises at the request of Tenant.

(d) Tenant will not at any time permit any mechanics', laborers', or materialmen's liens to stand against the Premises for any labor or material furnished to Tenant or claimed to have been furnished to Tenant or Tenant's agents, contractors, or subtenants, in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction or sufferance of Tenant; provided, however, that Tenant shall have the right to contest the validity or amount of any lien or claimed lien, upon giving to Landlord a letter executed by Tenant assuring that the lien or claimed lien will be paid, when and to the extent that the lien is finally determined to be valid and owing. Tenant's right, however, to contest these liens shall not extend beyond the point where Landlord's title to the Premises could be lost. On final determination of the lien or claim of lien, Tenant will immediately pay any final judgment rendered, with all property costs and charges, and shall have the lien released or judgment satisfied at Tenant's own expense. If Tenant fails to pay the judgment promptly or otherwise fails to prevent any sale, foreclosure, or forfeiture of the Premises because of a lien, Landlord shall have the right, upon five (5) days' written notice to Tenant, to pay or prevent this action, and the amount paid by Landlord shall be immediately due and payable to Landlord.

Section 15. Entry

Tenant shall permit Landlord or Landlord's agents, representatives, or employees to enter the Premises at all reasonable times and upon reasonable notice to inspect the Premises to determine whether Tenant is complying with the terms of this Lease, to perform maintenance and to do other lawful acts that may be necessary to protect Landlord's interest in the Premises under this Lease or to perform Landlord's duties under this Lease.

Section 16. Surrender of Premises; Holding Over

On the Termination Date or the end of any extension or renewal of this Lease, Tenant shall promptly surrender and deliver the Premises to Landlord in as good condition as they are now at the date of this Lease, reasonable wear and tear excepted.

Section 17. Indemnity

(a) Tenant's Indemnity

i. To the fullest extent permitted by law, Tenant shall indemnify, defend and hold harmless the Landlord, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees and representatives (collectively hereinafter referred to as the "Landlord") from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, action, or causes of actions whatsoever, for or in connection to any injury, damage or loss (including, but not limited to bodily injury, death, personal injury,

property damage, violation of any applicable Municipal, County, State, and Federal laws and regulations, Court Rules or ordinances, or any other type of loss) sustained or claimed to have been sustained by any person or persons, or corporation, or public or private entity arising out of the performance or nonperformance of services, operations, duties, and other obligations of the Tenant, its officers, agents, employees, representatives, and subcontractors under this Lease.

ii. Tenant shall indemnify, defend and hold harmless Landlord, its officers, agents and employees from any and all claims and losses occurring or resulting to any and all tenants, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of work performed by or at the request of Tenant.

iii. Tenant shall indemnify, defend, and hold harmless the Landlord, its agents, officers and employees from any and all Tenant employees' Worker's Compensation suits, liability, or expense and will bear the sole responsibility and liability for furnishing Worker's Compensation benefits in an amount and form to meet the State of California's statutory requirements, to any and all Tenant personnel.

iv. Tenant shall indemnify the Landlord, and hold it harmless from any and all loss, damage, costs, and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by Tenant of its obligations and covenants set forth in this Lease.

v. The provisions of this indemnification clause shall not be limited to the availability or ability to collect insurance coverage, and shall survive the termination of this agreement.

(b) Landlord's Indemnity

i. To the fullest extent permitted by law, Landlord shall indemnify, defend and hold harmless Tenant, its officers, agents and employees (collectively hereinafter referred to as "Tenant") from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, action, or causes of actions whatsoever, for or in connection to any injury, damage or loss (including, but not limited to bodily injury, death, personal injury, property damage or any other type of loss) sustained or claimed to have been sustained by any person or persons, or corporation, or public or private entity arising out of the performance or nonperformance of the Landlord's obligations under this Lease.

ii. Landlord shall indemnify, defend, and hold harmless Tenant, its agents, officers and employees from any and all Landlord employees' Worker's Compensation suits, liability, or expense and will bear the sole responsibility and liability for furnishing Worker's Compensation benefits in an amount and form to meet the State of California's statutory requirements, to any and all Landlord personnel.

iii. Landlord shall indemnify Tenant, and hold it harmless from any and all loss,

damage, costs, and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by Landlord of its obligations and covenants set forth in this Lease.

iv. The provisions of this indemnification clause shall not be limited to the availability or ability to collect insurance coverage, and shall survive the termination of this agreement.

Section 18: Insurance

PLEASE TAKE NOTICE: Tenant shall provide to Landlord copies of all insurance policies on or before the effective date of this Lease.

(a) Without limiting Tenant's and Landlord's mutual indemnification and as a material condition of this Lease, Tenant shall procure and maintain for the duration of the Lease and any extended period thereof insurance with limits, coverages, terms and conditions at least as broad as shown below.

- i. Commercial General Liability Insurance "occurrence" form to provide defense and indemnity coverage to Tenant, its employees, and Landlord for liability for bodily injury, personal injury, and property damage arising from, including, but not limited to, premises and operations, contractual liability, independent Tenants, products and completed operations, broad form property damage, and broad form liability with a combined single limit of \$1,000,000 per occurrence. The general aggregate limit shall apply separately to this Lease or the general aggregate shall be twice the required per occurrence limit. The policy shall be endorsed to name the Landlord as additional insured.
- ii. Automobile Liability Insurance to provide defense and indemnity coverage to Tenant, its employees, and Landlord for liability for bodily injury and property damage with a combined single limit of \$1,000,000 per accident to cover owned, non-owned and hired automobiles if automobiles are used in the operation of program activities. The general aggregate limit shall apply separately to this Lease or the general aggregate shall be twice the required per accident limit. The policy shall be endorsed to name the Landlord as additional insured.
- iii. Employment Practices Liability Insurance to provide coverage for defense and damages (including, but not limited to punitive, exemplary and multiplied damages) to Tenant, its employees, Landlord and independent Tenants for allegations, claims or lawsuits involving employment practices (including, but not limited to, discrimination, wrongful termination, harassment (including sexual), emotional distress, mental anguish, or retaliation) brought by past, current or future employees in the amount of \$1,000,000 each claim with a maximum deductible of \$35,000. The policy shall be endorsed to provide coverage for prior acts. The policy shall be endorsed to name the Landlord as additional insured.

If the policy is written on a claims made form, upon renewal of this policy, the policy shall be endorsed to provide an extended claims reporting period of not less than one year following termination of this Lease. The Landlord shall

reimburse Tenant for the increase in premium related to this endorsement. It is the understanding of the parties that such increase in premium will not exceed \$5,000. In the event the increase in premium exceeds \$5,000, the Landlord reserves the right not to require the extended claims reporting period.

- iv. Professional Liability Insurance for Tenant's errors and omissions with a limit of liability of \$1,000,000 each incident. The general aggregate limit shall apply separately to this Lease or the general aggregate shall be twice the required each claim limit. If the policy is written on a claim made form, such insurance shall be endorsed to provide an extended reporting period of not less than one year following termination of this Lease.
- v. Workers' Compensation Insurance as required by the Labor Code of the State of California or Employers' Liability insurance for: (1) bodily injury with accident with limits of \$1,000,000 each accident; (2) disease with limits of \$1,000,000 per policy limit; and (3) disease with limits of \$1,000,000 each employee.
- vi. Automobile Comprehensive and Collision Physical Damage Insurance for automobiles. The Tenant may commercially insure this risk or self-insure this risk. If commercial insurance is purchased, a "loss payee" endorsement covering the interest of Landlord shall be added onto the policy.
- vii. Commercial Crime Insurance including coverage for blanket employee dishonesty, theft, disappearance and destruction, forgery or alteration, and computer fraud in the amount of \$500,000 covering any and all principals, officers, employees, and agents involved in the performance of this Lease. A "third party clause" covering the interest of the Landlord shall be added onto the policy.
- viii. Student Accident Insurance with a limit of no less than \$10,000 per accident and a maximum deductible no greater than zero covering students for accidental death, dismemberment and loss of sight benefits, and hospital and professional medical expense benefits for all programs and activities sponsored directly or indirectly by the Tenant, including travel to and from programs and activities.

(b) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Landlord. At the option of Landlord, either Tenant shall cause its insurer to reduce or eliminate such deductibles or self-insured retention as respects Landlord; or Tenant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses, unless other arrangements have been made and approved by Landlord.

(c) Other Insurance Provisions

- i. Landlord shall be named as an additional insured on the Comprehensive General Liability, Business Automobile Liability, and Employment Practices Liability policies. Landlord shall be named as loss payee on the Commercial Crime

policies as Landlord's interest may appear.

- ii. Tenant's insurance shall be primary to any other insurance or self-insurance programs maintained by Landlord, with respect to liability resulting from or connected to Tenant's acts or omissions, and such coverage shall be provided and maintained at Tenant's own expense.
- iii. Tenant shall report all serious incidents, including death and dismemberment, claims and lawsuits as soon as practical, but in no event later than the reporting provisions of governing insurance policies. Any failure to comply with reporting provisions of policies shall not affect coverage provided to Landlord.
- iv. Tenant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurance.
- v. Each insurance policy required by this Lease shall be endorsed to state that "except for non payment of premium, in which case ten (10) calendar days notice of cancellation shall be given, coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after sixty (60) calendar days prior written notice by certified mail, return receipt requested has been given to Landlord."
- vi. Insurance shall be placed with insurers admitted in the State of California and having a Best rating of no less than B+: V.
- vii. Tenant shall furnish the Landlord with original endorsements and certificates of insurance that are required by this Lease. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Tenant shall provide to Landlord all endorsements and certificates and must be approved by the Landlord prior to funding. The Landlord reserves the right to require complete, certified copies of all required insurance policies at any time.
- viii. Tenant shall cause all subcontractors to procure and maintain for the duration of any work, services or operations performed insurance to cover claims for injuries (including death), damage, or loss that may arise from or in connection with the performance or nonperformance of work, services, or operations by the subcontractor or any of its officers, agents, employees, representatives, or volunteers.

(d). Notification of Claims

Tenant shall immediately notify the Landlord in writing of any and all incidents that result in a serious injury or death of a student, and the time, place and circumstances thereof, including identification of witnesses, if known.

A copy of any and all demands, charges, notices, claims, summons, complaints, or other similar legal documents received by Tenant in connection to the services or operations pertaining to this Lease shall immediately be forwarded to the Landlord. As a result of

loss, damage or theft the Tenant shall file a claim with its insurance carrier and submit written notice within ten (10) working days to the Landlord's Risk Manager.

Section 19. Compliance with Civil Rights Laws

Tenant shall comply with the provisions of state and federal civil rights laws which provide that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving State or Federal financial assistance.

Section 20. Compliance with Section 504 and the ADA

Tenant shall comply with Section 504 of the Rehabilitation Act of 1973 which provides that no otherwise qualified handicapped individual in the United States shall, solely by reason of the handicap, be excluded from participation in, be denied the benefit or, or be subjected to discrimination under any programs or activity receiving Federal financial assistance. In addition, Tenant shall comply with the provisions of the Americans With Disabilities Act (ADA), provided, however, that any structural repairs to the Premises or the Project required in connection with the ADA shall be performed by Landlord at its sole cost and expense.

Section 21. Compliance with Drug-Free Workplace Act

Tenant must certify that it will provide a drug-free workplace in accordance with the provision of the Drug-Free Workplace Act of 1988.

Section 22. Trade Fixtures

(a) Tenant shall have the right, at any time and from time to time during the Term and any renewals or extensions, at Tenant's sole cost and expense, to install and affix on the Premises items for use in Tenant's trade or business, which Tenant, in Tenant's sole discretion, deems advisable (collectively "Trade Fixtures"). Trade Fixtures installed in the Premises by Tenant shall always remain the property of Tenant and may be removed at any time or the expiration of the Term or any extension, provided that any damage to the Premises caused by the removal of the Trade Fixtures shall be repaired by Tenant, and further provided that Landlord shall have the right to keep any Trade Fixtures or to require Tenant to remove any Trade Fixtures that Tenant might otherwise elect to abandon.

(b) As security for Tenant's performance of obligations under this Lease, Tenant grants to Landlord a security interest in all Trade Fixtures owned by Tenant and now or later placed on the Premises by Tenant. Any right to remove the Trade Fixtures given Tenant by the provisions of Section 22(a) shall be exercisable only if, at the time of the removal, Tenant is not in default in performance of this Lease. Tenant may, however, at any time Tenant is not in default in performance of this Lease, trade in or replace any Trade Fixture, free of the security interest created by this section. This security interest will then attach to the item that replaced the previous Trade Fixture. Upon default under this Lease, Landlord shall immediately have as to the Trade Fixtures the remedies provided to a secured party under relevant sections of the California Uniform Commercial Code.

(c) Any Trade Fixtures that are not removed from the Premises by Tenant within thirty (30) days after the Termination Date shall be deemed abandoned by Tenant and shall automatically become the property of Landlord as owner of the real property to which they are affixed and not due to the lien provided to Landlord in Section 22(b).

Section 23. Signs

Tenant shall not place, maintain, nor permit on any exterior door, wall, or window of the Premises any sign, awning, canopy, marquee, or other advertising without the express written consent of Landlord. Furthermore, Tenant shall not place any decoration, lettering, or advertising matter on the glass of any exterior window of the Premises without the written approval of Landlord. If Landlord consents to any sign, awning, canopy, marquee, decoration, or advertising matter, Tenant shall obtain any necessary permits or licenses therefor and maintain it in good appearance and repair at all times during this Lease. At the Termination Date, any of the items mentioned in this section that are not removed from the Premises by Tenant may, without damage or liability, be destroyed by Landlord.

Section 24. Damage and Destruction

(a) If the building or other improvements constructed on the Premises are damaged or destroyed, whether partially or entirely, by any cause, Landlord shall repair, restore, or reconstruct the damaged or destroyed building and other improvements so that the condition and quality of the new building and other improvements shall be as near as reasonably possible to the condition and quality immediately prior to the damage or destruction to the extent that proceeds of insurance are available. Damage to or destruction of any portion of the building, fixtures, or other improvements on the Premises by fire, the elements, or any other cause shall not terminate this Lease or entitle Tenant to surrender the Premises or otherwise affect the respective obligations of the parties, any present or future law to the contrary notwithstanding. However, if the building, fixtures, or other improvements on the Premises are totally destroyed or damaged to the extent that the Premises is wholly unsuitable or inadequate for the purposes for which Tenant was using the Premises prior to the destruction or damage, all Minimum Monthly Rent shall abate effective the date of the destruction or damage.

(b) If the Premises are damaged or destroyed in whole or in part and the available insurance proceeds are equal to the cost of repair, less any applicable deductible amount, Landlord shall proceed with due diligence to have plans and specifications prepared, to

commence rebuilding, reconstruction, or restoration as promptly as possible after the occurrence of the event causing the damage or destruction, and thereafter to diligently complete the work. If the insurance proceeds are not equal to the cost of repair, Landlord may, but shall not be obligated to do whatever may be necessary for the rebuilding, recordation, repair, or restoration of any building or improvements damaged or destroyed at its own cost and expense.

(c) Regardless of any contrary provisions in this Lease, if the Premises are damaged or destroyed by any cause to the extent of more than twenty-five percent (25%) of its insurable value or if the available insurance proceeds are less than the cost to repair, Landlord may, at Landlord's sole option, terminate this Lease within ninety (90) days of the damage or destruction by giving written notice to Tenant.

Section 25. Condemnation

(a) If, during the Term or any renewal or extension, the whole of the Premises shall be taken pursuant to any condemnation proceeding, this Lease shall terminate as of 12:01 a.m. of the date that actual physical possession of the Premises is taken, and after that, both Landlord and Tenant shall be released from all obligations under this Lease.

(b) If, during the Term or any renewal or extension, only a part of the Premises is taken pursuant to any condemnation proceeding and the remaining portion is not suitable or adequate for the purposes for which Tenant was using the Premises prior to the taking, or if the Premises should become unsuitable or inadequate for those purposes by reason of the taking of any other property adjacent to or over the Premises pursuant to any condemnation proceeding, or if by reason of any law or ordinance the use of the Premises for the purposes specified in this Lease shall become unlawful, then and after the taking or after the occurrence of other described events, Tenant shall have the option to terminate, and the option can be exercised only after the taking or after the occurrence of other described events by Tenant giving ten (10) days' written notice to Landlord, and rent shall be paid only to the time when Tenant surrenders possession of the Premises. Without limiting the generality of the previous provision, it is agreed that in the event of a partial taking of the Premises pursuant to any condemnation proceeding, if the number of square feet of floor area in the portion remaining after the taking is less than eighty percent (80%) of the number of square feet of floor area at the commencement of the Term, Tenant shall, after the taking, have the option to terminate this Lease on ten (10) days' written notice to Landlord, and rent shall be paid only to the time when Tenant surrenders possession of the Premises.

(c) If only a part of the Premises is taken pursuant to any condemnation proceeding under circumstances that Tenant does not have the option to terminate this Lease as provided in this Section, or having the option to terminate, Tenant elects not to terminate, then Landlord shall at Landlord's expense promptly proceed to restore the remainder of the Premises to a self-contained architectural unit.

(d) If the whole or any part of the Premises are taken pursuant to any condemnation proceeding, then Landlord shall be entitled to the entirety of any condemnation award except that portion allocable to Tenant's unsalvageable Trade Fixtures.

Section 26. Assignment and Subletting

Tenant shall not assign this Lease or sublease the Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion. Subsequent to any assignment or sublease Tenant shall remain primarily liable for the rental to be paid under this Lease and the performance of all terms and conditions of this Lease. There shall be no change in the use of the Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion. Notwithstanding anything to the contrary herein, Tenant shall have the right, without first obtaining the consent of Landlord, to assign the Lease or sublease the Premises or otherwise share or transfer use or occupancy of the Premises to (a) its affiliates; (b) any entity resulting from a merger or consolidation of Tenant with any organization; (c) any entity acquiring substantially all of the stock or a substantial portion of the business or assets of Tenant; (d) any entity succeeding to the business and assets of Tenant; or (e) any entity which controls, or is controlled by, is under common control with Tenant (and such affiliates shall have the same rights as Tenant under this paragraph). No change of stock ownership or control of Tenant shall constitute an assignment hereunder.

Section 27. Default

Any of the following events or occurrences shall constitute a material breach of this Lease by Tenant and, after the expiration of any applicable grace period, shall constitute an event of default (each an "Event of Default"):

(a) The failure by Tenant to pay any amount in full when it is due under the Lease, if the failure has continued for a period of five (5) days after Landlord demands in writing that Tenant cure the failure;

(b) The failure by Tenant to perform any obligation under this Lease, which by its nature Tenant has no capacity to cure;

(c) The failure by Tenant to perform any other obligation under this Lease, if the failure has continued for a period of thirty (30) days after Landlord demands in writing that Tenant cure the failure. If, however, by its nature the failure cannot be cured within thirty (30) days, Tenant may have a longer period as is necessary to cure the failure, but this is conditioned upon Tenant's promptly commencing to cure within the thirty (30) day period and thereafter diligently completing the cure. Tenant shall indemnify and defend Landlord against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

(d) Any of the following: A general assignment by Tenant for the benefit of Tenant's creditors; any voluntary filing, petition, or application by Tenant under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment, vacation, or surrender of the Premises by Tenant without Landlord's prior written consent; or the dispossession of Tenant from the Premises (other than by Landlord) by process of law or otherwise;

(e) The appointment of a trustee or receiver to take possession of all or substantially all of Tenant's assets; or the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or the involuntary filing against Tenant, or any general partner of Tenant if Tenant is a partnership, of

(i) a petition to have Tenant, or any partner of Tenant if Tenant is a partnership, declared bankrupt, or

(ii) a petition for reorganization or arrangement of Tenant under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within sixty (60) days;

(f) The abandonment of the Premises by Tenant.

Section 28. Remedies

Upon the occurrence of an Event of Default, Landlord, in addition to any other rights or remedies available to Landlord at law or in equity, shall have the right to

(a) Terminate this Lease and all rights of Tenant under this Lease by giving Tenant written notice that this Lease is terminated.

(b) Continue this Lease, and from time to time, without terminating this Lease, either

(i) recover all rent and other amounts payable as they become due or

(ii) relet the Premises or any part on behalf of Tenant on terms and at the rent that Landlord, in Landlord's sole discretion, may deem advisable, and apply the proceeds of reletting to the rent and other amounts payable by Tenant. To the extent that the rent and other amounts payable by Tenant under this Lease exceed the amount of the proceeds from reletting, the Landlord may recover the excess from Tenant as and when due. Landlord acknowledges that Tenant may terminate this Lease at any time upon thirty (30) days notice, and therefore Tenant shall have no liability to Landlord for any costs incurred in reletting.

(c) Upon the occurrence of an Event of Default, Landlord shall also have the right, with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises. Landlord may store the property removed from the Premises in a public warehouse or elsewhere at the expense and for the account of Tenant.

(d) None of the following remedial actions, alone or in combination, shall be construed as an election by Landlord to terminate this Lease unless Landlord has in fact given Tenant written notice that this Lease is terminated or unless a court of competent jurisdiction decrees termination of this Lease. If Landlord takes any of the previous remedial actions without terminating this Lease, Landlord may nevertheless at any later time terminate this Lease by written notice to Tenant.

(e) After the occurrence of an Event of Default, Landlord, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Event of Default for the account and at the expense of Tenant. However Landlord must by prior notice first allow Tenant a reasonable opportunity to cure, except in cases of emergency, where Landlord may proceed without prior notice to Tenant. Tenant shall, upon demand, immediately reimburse Landlord for all reasonable, actual, out-of-pocket costs, including costs of settlements, defense, court costs, and attorney fees that Landlord actually incurs in the course of any cure.

(f) No security or guaranty for the performance of Tenant's obligations that Landlord may now or later hold shall in any way constitute a bar or defense to any action initiated by Landlord for unlawful detainer or for the recovery of the Premises, for enforcement of any obligation of Tenant, or for the recovery of damages caused by a breach of this Lease by Tenant or by an Event of Default.

(g) Except where this is inconsistent with or contrary to any provisions of this Lease, no right or remedy conferred upon or reserved to either party is intended to be exclusive of any other right or remedy, or any right or remedy given or now or later existing at law or in equity or by statute. Except to the extent that either party may have otherwise agreed in writing, no waiver by a party of any violation or nonperformance by the other party of any obligations, agreements, or covenants under this Lease shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by either party to exercise a remedy for any violation or nonperformance by the other party be deemed a waiver by that party of the rights or remedies with respect to that violation or nonperformance.

Section 29. Waiver of Breach

Any express or implied waiver of a breach of any term of this Lease shall not constitute a waiver of any further breach of the same or other term of this Lease; and the acceptance of rent shall not constitute a waiver of any breach of any term of this Lease, except as to the payment of rent accepted.

Section 30. Notices

Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party shall be in writing and shall be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to Tenant at:

Ofelia Aguilar
Aguilar Family Child Care
1637 Maxson Road
South El Monte, California 91733
Attn: Ofelia Aguilar, (626) 448-6943

or to Landlord at:

City of South El Monte
1415 N. Santa Anita Avenue
South El Monte, California 91733
Attn: Anthony R. Ybarra, City Manager

Either party, Tenant or Landlord, may change the address for the purpose of this Section by giving written notice of the change to the other party in the manner provided in this Section.

Section 31. Heirs and Successors

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

Section 32. Partial Invalidity

Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Lease shall remain in effect, unimpaired by the holding.

Section 33. Entire Agreement

This instrument constitutes the sole agreement between Landlord and Tenant respecting the Premises, the leasing of the Premises to Tenant, and the specified lease term, and correctly sets forth the obligations of Landlord and Tenant. Any agreement or representations respecting the Premises or their leasing by Landlord to Tenant not expressly set forth in this instrument are void.

Section 34. Time of Essence

Time is of the essence in this Lease.

Section 35. Rent

All monetary obligations of Tenant to Landlord under the Lease shall constitute rent.

Section 36. Amendments

This Lease may be modified only in writing duly executed by the parties.

Section 37. Merger

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation of the Lease, or a termination by Landlord, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to a Landlord of any of the subtenancies.

Section 38. Governing Law

This Lease shall be governed by and construed in accordance with California law.

Section 39. No Brokerage Commission

Each party agrees and acknowledges that no commission is due any real estate broker in connection with this Lease.

Section 40. Recording

Upon request by Landlord, Tenant shall execute, acknowledge and return to Landlord a recordable Memorandum of Lease evidencing the Lease, for recording.

The parties have executed this Lease as of the date first above written.

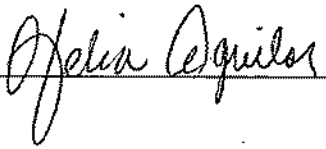
Landlord:

City of South El Monte,
a municipal corporation

By: 

Tenant:

Aguilar Family Child Care

By: 

RESOLUTION NO. 11-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND AGUILAR FAMILY CHILD CARE

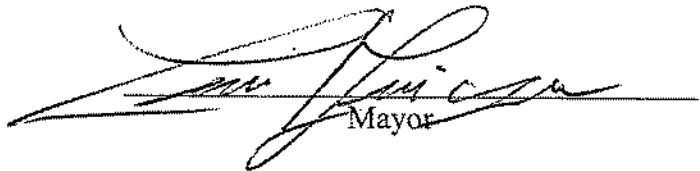
THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The City Council hereby approves the lease agreement with Aguilar Family Child Care for child care facilities at 1824 Central Avenue, South El Monte for a term of one year; expiring on the anniversary date that the center license application with the State becomes effective.

SECTION 2. The Mayor shall execute the agreement on behalf of the City.

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

PASSED, APPROVED AND ADOPTED this 13th day of December 2011.



Mayor

ATTEST:



City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 11-80, was passed and approved by the City Council of the City of South El Monte, at a regular meeting of said Council held on the 13th day of December 2011, and that the Resolution was adopted by the following vote:

AYES: Delgado, Garcia, Gonzales, Ili, (Mayor) Aguinaga
NOES: None
ABSENT: None
ABSTAIN: None



City Clerk



Mike Schulte
Kaplan Early Learning Company
1310 Lewisville-Clemmons Road
Lewisville, NC 27023-0609
Phone: 1-800-334-2014 ext. 3268
Email: mschulte@kaplanco.com

Date Created: 02/07/2024
Date Updated: 02/09/2024

**BILL TO:**

92015963-1
AKITOI LEARNING CENTER
1824 CENTRAL AVE
SOUTH EL MONTE, CA 91733-3322
Phone: 626-283-5542

QUOTE TERMS:

Standard Freight Rules Apply

SHIP TO:

92015963-1
AKITOI LEARNING CENTER
1824 CENTRAL AVE
SOUTH EL MONTE, CA 91733-3322
Phone: 626-283-5542

*****LIMITED ACCESS*****

THIS QUOTE IS PREPARED BASED ON PREVAILING WAGES AS REQUIRED BY THE DAVIS BACON ACT.
REMOVAL OF NO EQUIPMENT INCLUDED IN QUOTE.
CUSTOMER IS TO REMOVE TILES AND EQUIPMENT PRIOR TO ARRIVAL.
EXACT PLACEMENT OF EQUIPMENT TO BE DETERMINED AT TIME OF INSTALLATION.
EXISTING CONCRETE SUB BASE - SURFACE MOUNT CHALET - INSTALL PIP DIRECTLY ONTO CONCRETE

Image	Description	Qty	Price	Extended
	Chalet - Steel & Plastics NC-PL570 Ages: 2 - 5 years. Capacity: up to 12 children. Size: 9' x 18'. Use Zone: 21' x 30'. Weight: 1,782 lbs.	1	\$20,500.00	\$20,500.00
	Installation of Equipment NC-PL-INSTALL Priced with Limited Access and Prevailing Wages Installation of Equipment - Standard installation only. Customer is responsible for having all sprinkler lines marked as they are not marked by One Calls or Dig Alerts. Installation at Prevailing wages are not included unless specified at top of quote. Does not include grading, Fence removal, Equipment removal or site preparation, unless specified otherwise. This quote is based on a flat, level, accessible area, if these conditions are not met there could be additional charges for downtime or site preparation.	17425	\$1.00	\$17,425.00
	POUR-IN-PLACE RUBBER SURFACING NC-PL-PIP 32x23 pad on existing concrete. POUR-IN-PLACE RUBBER SURFACING	750	\$24.00	\$18,000.00

BILL TO:

92015963-1
AKITOI LEARNING CENTER
1824 CENTRAL AVE
SOUTH EL MONTE, CA 91733-3322
Phone: 626-283-5542

SHIP TO:

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1824 CENTRAL AVE
SOUTH EL MONTE, CA 91733-3322
Phone: 626-283-5542

Image	Description	Qty	Price	Extended
	Disposal NC-PL-DISPOSAL Disposal fees may include charges for dumpsters, dump trucks, or hauling fees associated with removal of dirt spoils, old equipment or debris. Please mark through and initial line to remove disposal from the quote. Customer assumes all responsibility of disposal once this fee is removed. IF DISPOSAL FEE IS NOT ACCEPTED ALL WRAPPINGS, SKIDS, CARTONS, OLD EQUIPMENT, OLD SURFACING, DIRT SPOILS, ETC, WILL BE LEFT ON SITE AND IS THE RESPONSIBILITY OF THE CUSTOMER FOR REMOVAL. ONCE JOB IS COMPLETED THIS FEE CANNOT BE WAIVED OR REMOVED. REMOVAL OF THIS FEE MUST OCCUR PRIOR TO BEGINNING OF INSTALLATION.	1	\$950.00	\$950.00

Mark For Totals

\$56,875.00

Additional Services

	Freight	1	\$3,075.00	\$3,075.00
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SubTotal

\$56,875.00

Estimated Tax

\$2,101.25

Freight

\$3,075.00

Grand Total

\$62,051.25



City Council Agenda Report

Agenda Item No. 7.f.

DATE: May 28, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Guillermo Arreola, Director of Community Development

SUBJECT: REVIEW OF 4TH OF JULY FIREWORKS STAND PERMIT APPLICATIONS

SUMMARY: Pursuant to Section 8.08.050 of the South El Monte Municipal Code, the City Council has the authority to grant up to eight fireworks stand permits per year to qualified organizations. Pursuant to 8.08.040, the City Administrator is required to investigate and report to the Council recommending for or against issuance of the requested permits.

RECOMMENDED ACTION: Staff recommends City Council receive and file the report and grant permits to allow for four (4) firework stands and for which applications have been received in conjunction with the Fourth of July 2024. The Planning Division has reviewed the applications and find that they comply with Chapter 8.08 of the South El Monte Municipal Code.

FISCAL/FINANCIAL IMPACT: The City will generate \$125 per application; \$100 of the application fee is a refundable deposit that will be retained until the booths are satisfactorily removed.

DISCUSSION: For the Fourth of July 2024 commemoration, the City received four (4) applications along with the corresponding \$125.00 application fee from the vendors. All four of the applicants have previously received approvals. The following four are seeking approval for the 2024 firework permit:

1. Bobby Salcedo Memorial Foundation - 1954 Durfee Ave.
2. Knights of Columbus #13011 - 1625 Santa Anita Ave.
3. South El Monte High School Football - 1858 Durfee Ave.
4. National Little League of South El Monte - 1533 Peck Rd.

For the 2024 Fourth of July celebration, fireworks may be sold and discharged between Friday, June 28th, 2024, and Thursday, July 4th, 2024, inclusively.

Section 8.08.050 of the Municipal Code states the City Council has the authority to grant up to eight fireworks stand permits per year to qualified organizations. Upon review of the four applications, Staff has determined that all four applications meet the required standards, and therefore qualify to receive a permit.

ATTACHMENT(S):

- A. 4th of July Applications (2024)
- B. LOCATION MAP

FIREWORK STAND APPLICATION**NOT A LICENSE****City of South El Monte**

1415 N. Santa Anita Ave.

South El Monte, CA 91733

Phone # (626) 579-6540 • FAX # (626) 579-2409

NAME OF BUSINESS **BOBBY SALCEDO MEMORIAL FOUNDATION** Business Phone () **626-230-0207**BUSINESS ADDRESS **11318 LINARD ST, SO EL MONTE, CA 91733**

Address

City

Zip

MAILING ADDRESS

Address

City

Zip

OWNER NAME **JUAN****SALCEDO**

Home Phone ()

First

Middle

Last

HOME ADDRESS

Address

City

Zip

EMAIL ADDRESS

TYPE OF BUSINESS (Please Give Full Description) **FIREWORKS STAND - SELLING SAFE AND SANE FIREWORKS**OPENING DATE AT THIS CITY **JUNE 28 - JULY 4**

RESALE NUMBER

Federal Employer ID Number

Owner Driver License No.

State Contractor's License No.

Class:

Please Check One:☐ Corporation☐ LLC/LLP☐ Partnership☐ Sole Ownership

Partnership (List Names) – Corporation/LLC/LLP (List Officers and Titles)

Name

Address

City

Zip

Title

1.

2.

Property Owner **CVS #5499**

Property Owner Phone Number

Property Owner Address

(PARCEL # 8113-013-016)**TYPE OF BUSINESS**() Contractor: Job Location **(FIREWORKS STAND) 1954 DURFEE AVE** Date Job Completed **JULY 4**

() Retail/Wholesale

() Warehouse

() Manufacturing

() Real Property Management: _____ Units

() Import/Export

() Repair Services

() Sewing/Garment

() Route, Number of Vehicles Used in City _____

() Food Establishment

() Rental Property

() Home Occupation

() Other _____

In addition to the business license fee, a floor area fee is required. In addition, a State Mandated fee of \$4.00 per ADA AB 1379 (Please see reverse side for additional information).

Submitting an application and paying for a license does not entitle the applicant to begin business operations. Only your possession of a valid business license and all required permits entitle you to begin business. A business license will be issued only if the applicant is in compliance with all City Rules and Ordinances. All business licenses and permits are subject to revocation for failure to maintain compliance with all Rules and City Ordinances. Any falsification or misinterpretation may result in the denial of this application or revocation of the license. Business license is valid until the anniversary date or February of the following year of issuance depending on the type of business. The City of South El Monte will send out a renewal notice as a courtesy to the business owner.

I certify that the foregoing is, to the best of my knowledge and belief, true and correct.

DocuSigned by:

CHAIRPERSON

2/1/2024

Signature

Title

Date

PLANNING APPROVED BY: _____

DATED: _____

COMMENTS: _____

OCCP: _____

BUILDING: _____

Revised 2/14/19

FOR OFFICE USE ONLY

RECEIPT NUMBER _____

LICENSE NO. _____

BASIC FEE \$25.00 + \$100
CLEAN UP DEPOSIT

RECEIPT DATE _____

NEW _____ RENEWAL _____

EMPLOYEE/ OWNER FEE _____

RECEIVED BY: _____

SQUARE FEET _____

FLOOR AREA FEE _____

TYPE OF PAYMENT: ☐ CASH ☐ CHECK

EXPIRATION DATE _____

STATE FEE \$4.00

☐ MONEY ORDER ☐ CREDIT CARD

PENALTY _____

TOTAL \$ \$125.00**Business Operations Questionnaire****Retail/Wholesale/Manufacturing Business Information**Does your business sell to the general public? (Y/N) YESIs your business manufacturing? (Y/N) NOIs your business automobile sales? (Y/N) NODo you operate a food cart/ push cart? (Y/N) NOIf yes, where do you operate? NODo you plan to sell alcoholic beverages? (Y/N) NO If yes, ABC License Type NOT APPLICABLEDoes your business have amusement machines, video, games, vending machines and/or pool tables? (Y/N) NOHow many: NONE Type: NOT APPLICABLE**General/ Professional Services Information**Does your business provide a professional service? (Y/N) NO

(Practice of law, medicine, dentistry, accounting, engineering, etc.)

How many employees does your business have working in South El Monte? NO EMPLOYEES (ALL VOLUNTEERS)Does your business offer massage? (Y/N) NODo you operate an ambulance or non-emergency transport business? NO**Additional Information Regarding AB 1379:**

Under Federal and State law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies:

The Division of State Architect at www.dgs.ca.gov/dsa/home.aspx. The

Department of Rehabilitation at www.rehab.cahwnet.gov.

The California Commission on Disability Access at www.ccda.ca.gov.

Applicant shall indemnify, defend, and hold harmless City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with **Permittee's** authorized activities under the terms of this permit, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents.

Revised 2/14/19

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

AUG 14 2013

THE BOBBY SALCEDO MEMORIAL
FOUNDATION
[REDACTED]

Employer Identification Number:
[REDACTED]

DLN:
[REDACTED]

Contact Person:

EDWARD J POMERANTZ

ID# [REDACTED]

Contact Telephone Number:
[REDACTED]

Accounting Period Ending:

December 31

Public Charity Status:

509(a)(2)

Form 990 Required:

Yes

Effective Date of Exemption:

December 02, 2011

Contribution Deductibility:

Yes

Addendum Applies:

No

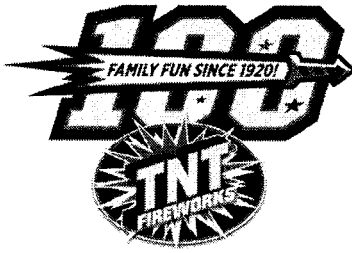
Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)



PROPERTY PERMISSION FORM FOR CITY

TO WHOM IT MAY CONCERN:

Permission is hereby granted to NON-PROFIT ORGANIZATION LTD and
AMERICAN PROMOTIONAL EVENTS, INC. - WEST, d.b.a., TNT FIREWORKS,
for the exclusive right to use the property located at **1954 DURFEE AVE.**
in the City of **SOUTH EL MONTE** for their 2024 Fireworks stand.

It is understood that this sale will be conducted in accordance with all City,
County and State regulations, and the property left clean and free of debris.

CVS Pharmacy

By: Jon Buneta Date: 10/27/2023
Jon Buneta

Loc # **SEM1954**

TNT FIREWORKS

INSPECTION DATE 6/26

STAND# _____ PLUG SIDE, WHEN LOOKING OUT FROM STAND: LEFT

SALES SB LOC# SEM1954 CITY SO EL MONTE

ORGANIZATION BOBBY SALCEDO MEMORIAL FOUNDATION

SIZE 32X8 TYPE OPW BACK DOORS _____ A-FRAMES 1

SET-UP 6/25 DOWN DATE 7/8 LIGHTS MCGILLS

DESCRIPTION/ADDRESS 1954 NORTH DURFEE AVENUE

INTERSECTION SEC DURFEE AVE & RUSH AVE

SPECIAL INSTRUCTIONS PLACE STAND FACING STREET—START STAND IN SECOND PARKING SPACE AFTER THE RAISED CURB/CROSSWALK AS SHOWN

SETBACKS: CURB _____ SIDEWALK _____ BUILDINGS _____





CERTIFICATE OF LIABILITY INSURANCE

11/1/2024

DATE (MM/DD/YYYY)

11/1/2023

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

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

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1359665  SEM1954	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Everest Indemnity Insurance Company	
	INSURER B : Arch Specialty Insurance Company	
	INSURER C : Berkshire Hathaway Homestate Ins Co	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 12154348

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	N		11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION S	Y	N		11/1/2023	11/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A		11/1/2023	11/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

property located @ 1954 N. Durfee Ave., So El Monte, CA (SEM1954) Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

12154348

Bobby Salcedo Memorial Fndtn and the City of So.
El Monte their officers, agents and employees
when acting in their official capacities as such
1415 Santa Anita Avenue
So El Monte CA 91733

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
RETAIL FIREWORKS LICENSE APPLICATION
FWX-15 (REV. 12/18)

Complete and return all copies to the Office of State Fire Marshal with the required fee of \$150.00 made payable to "CAL FIRE". **Applications must be received prior to June 15th of the current year.**

Fire Engineering
Office of the State Fire Marshal
PO Box 944246, Sacramento, CA
94244-2460
(916) 568-2948

LICENSEE INFORMATION

Name (Last, First): [REDACTED]	Phone Number:
Mailing Address (Street Address, City, CA, Zip): [REDACTED]	
Local Contact Person and Phone Number (if different from Licensee above): [REDACTED]	

STAND INFORMATION

Group Name: BOBBY SALCEDO MEMORIAL FOUNDATION - SEM1954
Physical Address (Street Address, City, CA, Zip): 1954 DURFEE AVENUE, SO. EL MONTE, CA, 91733
County of Stand Location: Los Angeles

WHOLE SALE FIREWORK VENDOR INFORMATION

Business Name: AMERICAN PROMOTIONAL EVENTS-WEST	License No.: [REDACTED]
Contact Name: Deeth, Terese	Phone Number: [REDACTED]

FIRE AUTHORITY HAVING JURISDICTION

Fire Department: Los Angeles County Fire Dept.
Physical Address (Street Address, City, CA, Zip): 1320 N. Eastern Ave, Los Angeles, CA, 90063

CAL Fire Validation No. 6031 Valid Through 06/28/2024-07/06/2024

02/26/2024

Signature of Fireworks Program Coordinator

Signature of Licensee

Date

-NOTICE-

COPY OF THIS NOTICE MUST BE POSTED AT STAND WITH A COPY OF THE LOCAL PERMIT

A validated license has been issued to the organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, June 28th to NOON, July 6th, of the year indicated. **NOTE:** Retail licensees are required to be at least 21 years of age, employees of fireworks stand must be at least 18 and fireworks may not be sold to anyone under age of 16

For CAL FIRE DAO Use Only: Index-5942, PCA-59420, Source Code- 4129400

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION
TEMPORARY SELLER'S PERMIT



PERMIT NUMBER

BOBBY SALCEDO MEMORIAL FOUNDATION

EFFECTIVE DATE:

June 20, 2024 thru July 4, 2024

IS HEREBY AUTHORIZED TO ENGAGE IN THE BUSINESS OF
SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE
LOCATION.

YOU ARE REQUIRED TO OBEY ALL FEDERAL AND
STATE LAWS THAT REGULATE OR CONTROL
YOUR BUSINESS. THIS PERMIT DOES NOT ALLOW
YOU TO DO OTHERWISE.

PLEASE RETAIN THIS DOCUMENT FOR YOUR
RECORDS.

THIS PERMIT IS VALID FOR THE PERIODS SHOWN AND IS NOT TRANSFERABLE.
FOR GENERAL TAX QUESTIONS, PLEASE CALL OUR CUSTOMER SERVICE CENTER AT 1-800-400-7115 (CRS:711).
FOR INFORMATION ON YOUR RIGHTS, CONTACT THE TAXPAYERS' RIGHTS ADVOCATE OFFICE AT 1-888-324-2798.

CDTFA-442-ST REV. 9 (2-22)

A MESSAGE TO OUR PERMIT HOLDER

As a permittee, you have certain rights and responsibilities under the Sales and Use Tax Law. For assistance, we offer the following resources:

- Our website at www.cdtfa.ca.gov.
- Our toll-free Customer Service Center at 1-800-400-7115 (CRS:711). Customer service representatives are available Monday through Friday from 7:30 a.m. to 5:00 p.m. (Pacific time), except state holidays.

As a permittee, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a California Department of Tax and Fee Administration (CDTFA) representative when requested. You are also required to know and charge the correct sales or use tax rate, including any local and district taxes.

You must notify us if you are buying, selling, adding a location, or discontinuing your business; adding or dropping a partner, officer, or member; or when you are moving any or all of your business locations. This permit is valid only for the owner specified on the permit. A person who obtains a permit and ceases to do business, or never commenced business, shall surrender their permit by immediately notifying CDTFA in writing at this address: California Department of Tax and Fee Administration, Field Operations Division, P.O. Box 942879, Sacramento, CA 94279-0047. You may also surrender the permit to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling 1-888-324-2798 or by faxing 1-916-323-3319.

As authorized by law, information provided by an applicant for a permit may be disclosed to other government agencies.

FIREWORK STAND APPLICATION

NOT A LICENSE



City of South El Monte

1415 N. Santa Anita Ave.

South El Monte, CA 91733

Phone # (626) 579-6540 • FAX # (626) 579-2409

NAME OF BUSINESS KNIGHTS OF COLUMBUS #13011 Business Phone () 626-262-9284

BUSINESS ADDRESS 10911 MICHAEL HUNT DRIVE, SO EL MONTE, CA 91733

Address

City

Zip

MAILING ADDRESS

Address

City

Zip

OWNER NAME STEVE

YRIGOYEN

Home Phone ()

First

Middle

Last

HOME ADDRESS

Address

City

Zip

EMAIL ADDRESS

TYPE OF BUSINESS (Please Give Full Description) FIREWORKS STAND - SELLING SAFE AND SANE FIREWORKS

OPENING DATE AT THIS CITY JUNE 28 - JULY 4

RESALE NUMBER

Federal Employer ID Number

Owner Driver License No.

State Contractor's License No.

Class:

Please Check One:

☐ Corporation

☐ LLC/LLP

☐ Partnership

☐ Sole Ownership

Partnership (List Names) – Corporation/LLC/LLP (List Officers and Titles)

Name

Address

City

Zip

Title

1.

2.

Property Owner SENIOR CLASSIC LEASING, LLC

Property Owner Phone Number

Property Owner Address

(PARCEL #: 8116-023-132)

TYPE OF BUSINESS

() Contractor: Job Location (FIREWORKS STAND) 1625 SANTA ANITA AVE Date Job Completed JULY 4

() Retail/Wholesale

() Warehouse

() Manufacturing

() Real Property Management: _____ Units

() Import/Export

() Repair Services

() Sewing/Garment

() Route, Number of Vehicles Used in City _____

() Food Establishment

() Rental Property

() Home Occupation

() Other _____

In addition to the business license fee, a floor area fee is required. In addition, a State Mandated fee of \$4.00 per ADA AB 1379 (Please see reverse side for additional information).

Submitting an application and paying for a license does not entitle the applicant to begin business operations. Only your possession of a valid business license and all required permits entitle you to begin business. A business license will be issued only if the applicant is in compliance with all City Rules and Ordinances. All business licenses and permits are subject to revocation for failure to maintain compliance with all Rules and City Ordinances. Any falsification or misinterpretation may result in the denial of this application or revocation of the license. Business license is valid until the anniversary date or February of the following year of issuance depending on the type of business. The City of South El Monte will send out a renewal notice as a courtesy to the business owner.

I certify that the foregoing is, to the best of my knowledge and belief, true and correct.

DocuSigned by:

Financial Secretary

2/12/2024

Signature

Title

Date

PLANNING APPROVED BY: _____

DATED: _____

COMMENTS: _____

OCCP: _____

BUILDING: _____

Revised 2/14/19

FOR OFFICE USE ONLY

RECEIPT NUMBER _____

LICENSE NO. _____

BASIC FEE \$25.00 + \$100

RECEIPT DATE _____

NEW _____ RENEWAL _____

EMPLOYEE/ OWNER FEE CLEAN UP DEPOSIT

RECEIVED BY: _____

SQUARE FEET _____

FLOOR AREA FEE _____

EXPIRATION DATE _____

STATE FEE \$4.00TYPE OF PAYMENT: ☐ CASH ☐ CHECK☐ MONEY ORDER ☐ CREDIT CARD

PENALTY _____

TOTAL \$ \$125.00**Business Operations Questionnaire****Retail/Wholesale/Manufacturing Business Information**Does your business sell to the general public? (Y/N) YESIs your business manufacturing? (Y/N) NOIs your business automobile sales? (Y/N) NODo you operate a food cart/ push cart? (Y/N) NOIf yes, where do you operate? NODo you plan to sell alcoholic beverages? (Y/N) NO If yes, ABC License Type NOT APPLICABLEDoes your business have amusement machines, video, games, vending machines and/or pool tables? (Y/N) NOHow many: NONE Type: NOT APPLICABLE**General/ Professional Services Information**Does your business provide a professional service? (Y/N) NO

(Practice of law, medicine, dentistry, accounting, engineering, etc.)

How many employees does your business have working in South El Monte? NO EMPLOYEES (ALL VOLUNTEERS)Does your business offer massage? (Y/N) NODo you operate an ambulance or non-emergency transport business? NO**Additional Information Regarding AB 1379:**

Under Federal and State law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies:

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Department of Rehabilitation at www.rehab.cahwnet.gov.

The California Commission on Disability Access at www.ccda.ca.gov.

Applicant shall indemnify, defend, and hold harmless City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with **Permittee's** authorized activities under the terms of this permit, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents.

Revised 2/14/19



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

004259.529213.357230.16796 1 MB 0.435 530



THREE KINGS COUNCIL 13011

004259

Date of this notice: 02-02-2015

Employer Identification Number: [REDACTED]

Form: SS-4

Number of this notice: [REDACTED]

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN [REDACTED]. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

ANNUAL FILING REQUIREMENTS

Most organizations with an EIN have an annual filing requirement, even if they engage in minimal or no activity.

A. If you are tax-exempt, you may be required to file one of the following returns or notices:

Form 990, Return of Organization Exempt From Income Tax
Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
Form 990-PF, Return of Private Foundation
Form 990-N, e-Postcard (available online only)

Additionally, you may be required to file your annual return electronically.

If an organization required to file a Form 990, Form 990-PF, Form 990-EZ, or Form 990-N does not do so for three consecutive years, its tax-exempt status is automatically revoked as of the due date of the third return or notice.

Please refer to www.irs.gov/990filing for the most current information on your filing requirements.

B. If you are not tax-exempt, you may be required to file one of the following returns:

Form 1120, U.S. Corporation Income Tax Return
Form 1041, U.S. Income Tax Return for Estates and Trusts
Form 1065, U.S. Return of Partnership Income

Please refer to Publication 1635, Understanding Your EIN, for more information about which forms you may be required to file.

APPLYING FOR TAX-EXEMPT STATUS

Receiving an EIN from the IRS is not the same thing as receiving IRS recognition of tax-exempt status. To apply for formal recognition of tax-exempt status, most organizations will need to complete either Form 1023, Application for Recognition Under Section 501(c)(3) of the Internal Revenue Code, or Form 1024, Application for Recognition of Exemption Under Section 501(a). Submit the completed form, all applicable attachments and the required user fee to:

Internal Revenue Service
PO Box 12192
Covington, KY 41012-0192

Publication 557, Tax Exempt Status for Your Organization, has details on the application process, as well as information on returns you may need to file.

ADDITIONAL INFORMATION

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is THRE. You will need to provide this information, along with your EIN, if you file your returns electronically.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return this stub. Thank you for your cooperation.

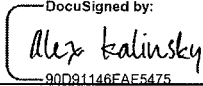
PROPERTY PERMISSION FORM

TO WHOM IT MAY CONCERN:

Permission is hereby granted to KNIGHTS OF COLUMBUS 13011 and
AMERICAN PROMOTIONAL EVENTS, INC. - WEST, d.b.a., TNT FIREWORKS,
for the exclusive right to use the property located at **1625 SANTA ANITA AVE.**
in the City of **SOUTH EL MONTE** for their 2024 Fireworks stand.

It is understood that this sale will be conducted in accordance with all City,
County and State regulations, and the property left clean and free of debris.

SENIOR CLASSIC LEASING, LLC

By: (Sign)  90D91146FAE5475
Print Name: Alex Kalinsky
Date: 7/24/2023

STORE# 7352
Loc # **CSR1625**

INSPECTION DATE: **6/26** **TNT FIREWORKS**

MC GILLS

SALES ASSOCIATE **BENNETT**

CITY **SOUTH EL MONTE**

LOCATION# **CSR1625** ORGANIZATION **KNIGHTS OF COLUMBUS #13011**

SIZE **24X8** TYPE **NN** BACK DOORS **0** A-FRAMES **2**

SET-UP **6/23** DOWN DATE **7/9** LIGHTS **MCGILLS (\$G)**

ADDRESS **1625 SANTA ANITA AVENUE**

INTERSECTION **SWC SANTA ANITA AVENUE & TYLER AVENUE**

THOMAS GUIDE — COUNTY **LA**

PAGE

GRID

SPECIAL INSTRUCTIONS **PLACE STAND FACING SANTA ANITA AVE AND
ALIGN THE FRONT OF THE STAND ALONG THE
PARKING BLOCKS (NO SPACE BETWEEN)**





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2024

11/1/2023

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

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

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS: FAX (A/C No.):														
INSURED 1359665	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Everest Indemnity Insurance Company</td><td>10851</td></tr><tr><td>INSURER B : Arch Specialty Insurance Company</td><td>21199</td></tr><tr><td>INSURER C : Berkshire Hathaway Homestate Ins Co</td><td>20044</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Company	10851	INSURER B : Arch Specialty Insurance Company	21199	INSURER C : Berkshire Hathaway Homestate Ins Co	20044	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 13421043**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	N		11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	N		11/1/2023	11/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A		11/1/2023	11/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Property located at 1625 Santa Anita Ave, So El Monte, CA 91733 (CSR1625) Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER**CANCELLATION****13421043**

Knights of Columbus #13011 and the City of South El Monte, their officers, agents & employees when acting in their official capacities as such
1415 Santa Anita Ave
So El Monte CA 91733

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
RETAIL FIREWORKS LICENSE APPLICATION
FWX-15 (REV. 12/18)

Complete and return all copies to the Office of State Fire Marshal with the required fee of \$150.00 made payable to "CAL FIRE". **Applications must be received prior to June 15th of the current year.**

Fire Engineering
Office of the State Fire Marshal
PO Box 944246, Sacramento, CA
94244-2460
(916) 568-2948

LICENSEE INFORMATION

Name (Last, First): Deeth, Terese	Phone Number:
Mailing Address (Street Address, City, CA, Zip):	
Local Contact Person and Phone Number (if different from Licensee above):	

STAND INFORMATION

Group Name: KNIGHTS OF COLUMBUS 13011 - CSR1625
Physical Address (Street Address, City, CA, Zip): 1625 SANTA ANITA AVENUE, EL MONTE, CA, 91733
County of Stand Location: Los Angeles

WHOLE SALE FIREWORK VENDOR INFORMATION

Business Name: AMERICAN PROMOTIONAL EVENTS-WEST	License No.:
Contact Name: Deeth, Terese	Phone Number:

FIRE AUTHORITY HAVING JURISDICTION

Fire Department: Los Angeles County Fire Dept.
Physical Address (Street Address, City, CA, Zip): 1320 N. Eastern Ave, Los Angeles, CA, 90063

CAL Fire Validation No. 6030 Valid Through 06/28/2024-07/06/2024

02/26/2024

Signature of Fireworks Program Coordinator

Signature of Licensee

Date

-NOTICE-

COPY OF THIS NOTICE MUST BE POSTED AT STAND WITH A COPY OF THE LOCAL PERMIT

A validated license has been issued to the organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, June 28th to NOON, July 6th, of the year indicated. **NOTE:** Retail licensees are required to be at least 21 years of age, employees of fireworks stand must be at least 18 and fireworks may not be sold to anyone under age of 16

For CAL FIRE DAO Use Only: Index-5942, PCA-59420, Source Code- 4129400

DISPLAY THIS PERMIT CONSPICUOUSLY AT THE PLACE OF BUSINESS FOR WHICH IT IS ISSUED

**CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION
TEMPORARY SELLER'S PERMIT**



PERMIT NUMBER

KNIGHTS OF COLUMBUS #13011

EFFECTIVE DATE:

June 20, 2024 thru July 4, 2024

IS HEREBY AUTHORIZED TO ENGAGE IN THE BUSINESS OF
SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE
LOCATION.

YOU ARE REQUIRED TO OBEY ALL FEDERAL AND
STATE LAWS THAT REGULATE OR CONTROL
YOUR BUSINESS. THIS PERMIT DOES NOT ALLOW
YOU TO DO OTHERWISE.

PLEASE RETAIN THIS DOCUMENT FOR YOUR
RECORDS.

THIS PERMIT IS VALID FOR THE PERIODS SHOWN AND IS NOT TRANSFERABLE.
FOR GENERAL TAX QUESTIONS, PLEASE CALL OUR CUSTOMER SERVICE CENTER AT 1-800-400-7115 (CRS:711).
FOR INFORMATION ON YOUR RIGHTS, CONTACT THE TAXPAYERS' RIGHTS ADVOCATE OFFICE AT 1-888-324-2798.

CDTFA-442-ST REV. 9 (2-22)

A MESSAGE TO OUR PERMIT HOLDER

As a permittee, you have certain rights and responsibilities under the Sales and Use Tax Law. For assistance, we offer the following resources:

- Our website at www.cdtfa.ca.gov.
- Our toll-free Customer Service Center at 1-800-400-7115 (CRS:711). Customer service representatives are available Monday through Friday from 7:30 a.m. to 5:00 p.m. (Pacific time), except state holidays.

As a permittee, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a California Department of Tax and Fee Administration (CDTFA) representative when requested. You are also required to know and charge the correct sales or use tax rate, including any local and district taxes.

You must notify us if you are buying, selling, adding a location, or discontinuing your business; adding or dropping a partner, officer, or member; or when you are moving any or all of your business locations. This permit is valid only for the owner specified on the permit. A person who obtains a permit and ceases to do business, or never commenced business, shall surrender their permit by immediately notifying CDTFA in writing at this address: California Department of Tax and Fee Administration, Field Operations Division, P.O. Box 942879, Sacramento, CA 94279-0047. You may also surrender the permit to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling 1-888-324-2798 or by faxing 1-916-323-3319.

As authorized by law, information provided by an applicant for a permit may be disclosed to other government agencies.

FIREWORK STAND APPLICATION

NOT A LICENSE

City of South El Monte

1415 N. Santa Anita Ave.
South El Monte, CA 91733

Phone # (626) 579-6540 • FAX # (626) 579-2409



NAME OF BUSINESS South El Monte Football Business Phone () _____

BUSINESS ADDRESS 1001 Durfee Ave South El Monte 91733

MAILING ADDRESS _____ Address _____ City _____ Zip _____

OWNER NAME Frank Vincent Gallardo Home Phone () _____

HOME ADDRESS _____ Address _____ City _____ Zip _____

EMAIL ADDRESS _____ Address _____ City _____ Zip _____

TYPE OF BUSINESS (Please Give Full Description) sale of safe and sane fireworks

OPENING DATE AT THIS CITY June 30th RESALE NUMBER _____

Federal Employer ID Number _____

Owner Driver License No. _____

State Contractor's License No. _____

Class: _____

Please Check One:

☐ Corporation☐ LLC/LLP☐ Partnership☐ Sole Ownership

Partnership (List Names) – Corporation/LLC/LLP (List Officers and Titles)

Name	Address	City	Zip	Title
1. <u>South El Monte</u>	_____	_____	_____	_____
2. <u>Frank Gallardo</u>	_____	_____	_____	_____

Property Owner Superior Grocers

Property Owner Phone Number _____

Property Owner Address _____

TYPE OF BUSINESS

- () Contractor: Job Location _____ Date Job Completed _____
- () Retail/Wholesale () Warehouse () Manufacturing () Real Property Management: _____ Units
- () Import/Export () Repair Services () Sewing/Garment () Route, Number of Vehicles Used in City _____
- () Food Establishment () Rental Property () Home Occupation () Other _____

In addition to the business license fee, a floor area fee is required. In addition, a State Mandated fee of \$4.00 per ADA AB 1379 (Please see reverse side for additional information).

Submitting an application and paying for a license does not entitle the applicant to begin business operations. Only your possession of a valid business license and all required permits entitle you to begin business. A business license will be issued only if the applicant is in compliance with all City Rules and Ordinances. All business licenses and permits are subject to revocation for failure to maintain compliance with all Rules and City Ordinances. Any falsification or misinterpretation may result in the denial of this application or revocation of the license. Business license is valid until the anniversary date or February of the following year of issuance depending on the type of business. The City of South El Monte will send out a renewal notice as a courtesy to the business owner.

I certify that the foregoing is, to the best of my knowledge and belief, true and correct.

DocuSigned by: _____ Head Coach _____ 3/26/2024

Signature Frank Gallardo Title _____ Date _____

PLANNING APPROVED BY: _____ DATED: _____

COMMENTS: _____ OCCP: _____ BUILDING: _____

FOR OFFICE USE ONLY		
RECEIPT NUMBER _____	LICENSE NO. _____	BASIC FEE _____
RECEIPT DATE _____	NEW _____ RENEWAL _____	EMPLOYEE/ OWNER FEE _____
RECEIVED BY: _____	SQUARE FEET _____	FLOOR AREA FEE _____
TYPE OF PAYMENT: ☐ CASH ☐ CHECK ☐ MONEY ORDER ☐ CREDIT CARD	EXPIRATION DATE _____	STATE FEE \$4.00
		PENALTY _____
		TOTAL \$ _____

Business Operations Questionnaire

Retail/Wholesale/Manufacturing Business Information

Does your business sell to the general public? (Y/N) _____

Is your business manufacturing? (Y/N) _____

Is your business automobile sales? (Y/N) _____

Do you operate a food cart/ push cart? (Y/N) _____

If yes, where do you operate? _____

Do you plan to sell alcoholic beverages? (Y/N) _____ If yes, ABC License Type _____

Does your business have amusement machines, video, games, vending machines and/or pool tables? (Y/N) _____

How many: _____ Type: _____

General/ Professional Services Information

Does your business provide a professional service? (Y/N) _____

(Practice of law, medicine, dentistry, accounting, engineering, etc.) _____

How many employees does your business have working in South El Monte? _____

Does your business offer massage? (Y/N) _____

Do you operate an ambulance or non-emergency transport business? _____

Additional Information Regarding AB 1379:

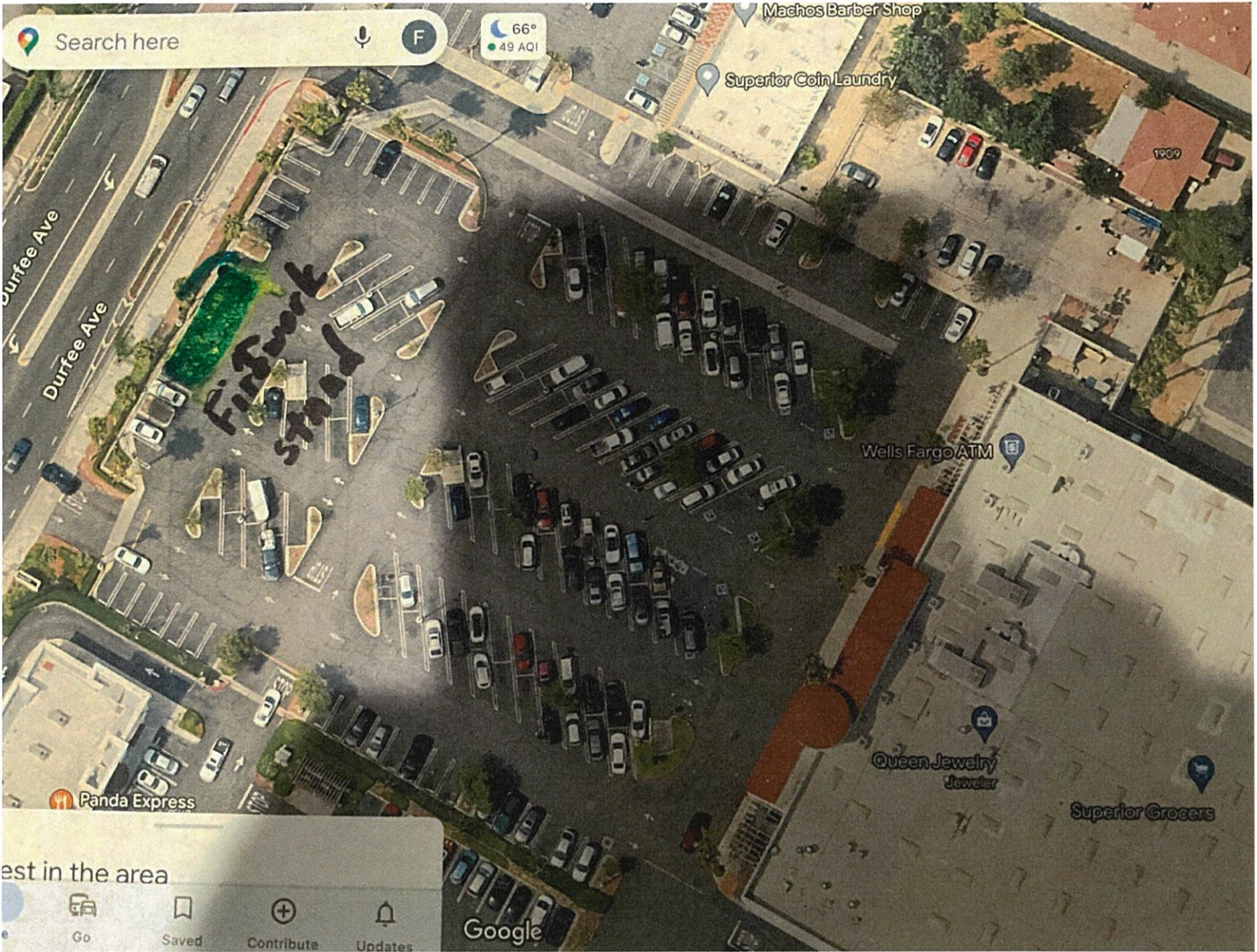
Under Federal and State law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies:

The Division of State Architect at www.dgs.ca.gov/dsa/home.aspx. The

Department of Rehabilitation at www.rehab.cahwnet.gov.

The California Commission on Disability Access at www.cdda.ca.gov.

Applicant shall indemnify, defend, and hold harmless City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with **Permittee's** authorized activities under the terms of this permit, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents.



Property Permission Use

TO: CITY CLERK, LOCAL FIRE AGENCY AND / OR OTHER INTERESTED PARTIES:

THE UNDERSIGNED, OWNER AND / OR CONTROLLING PARTY, OF THE PROPERTY LISTED BELOW HEREBY GRANTS PERMISSION TO:

AND PHANTOM FIREWORKS WESTERN REGION, LLC

THE USE OF THE PROPERTY LOCATED AT:

1858 North Durfee

APN# 8113012029

CITY OF South El Monte

COUNTY OF Los Angeles

FOR THE 2024 FIREWORK SEASON.

THE ORGANIZATION AND / OR BIG BEAR "PHANTOM" FIREWORKS CO., INC., AGREE TO SEE THAT THE PROPERTY LISTED ABOVE WILL BE CLEARED OF ALL STANDS AND REFUSE WITHIN 5 DAYS OF THE CLOSE OF THE SEASON.

Regina Sakai, Property Management

NAME- PLEASE PRINT

(PROPERTY OWNER / CONTROLLER OF PROPERTY)

DocuSigned by:

Regina Sakai

SIGNATURE

DATE 2/27/2024

AT Santa Fe Springs, CA

PROPERTY OWNER: PLEASE INDICATE BELOW THE NAME OF THE ADDITIONAL INSURED AND HOW YOU WOULD PREFER YOUR CERTIFICATE OF INSURANCE TO BE READ.

ADDITIONAL INSURED: Lotus Properties, its subsidiaries and affiliates

CERTIFICATE OF INSURANCE TO BE MAILED TO:

1858 South El Monte, LLC

P.O. Box 4450

Cerritos, CA 90703-4450

PHONE: (562) 345-8876

CERTIFICATE OF INSURANCE WILL BE MAILED PRIOR TO ERECTING OF STANDS AND THE SALE OF ANY MERCHANDISE.

PHANTOM FIREWORKS WESTERN REGION, LLC

2023 Chicago Ave. B13

Riverside, CA 92507

800-597-4955



CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

PO BOX 942879, SACRAMENTO, CA 94279-0001
1-800-400-7115 • FAX 1-279-279-7370
www.cdfta.ca.gov

GAVIN NEWSOM
Governor

AMY TONG
Secretary, Government Operations Agency

NICOLAS MADUROS
Director

Letter Date:
Letter ID:

April 4, 2024
L0025714232

Dear FRANK GALLARDO:

Congratulations on your recent registration with the California Department of Tax and Fee Administration (CDTFA). Based on your registration, we have important information regarding your account(s) below.

Account Number	Account Type	Security Code	Filing Frequency
[REDACTED]	Sales and Use Tax	[REDACTED]	Short Period

FRANK GALLARDO has *File and Pay* access to the account(s) listed above. If FRANK GALLARDO would like to increase their access level to *All Access*, please provide them with an account number, account type, and corresponding security code listed above. The security code(s) listed above is only valid for 90 days from the date of this letter. FRANK GALLARDO will need to complete a "Request Access to an Account" submission under the *I Want To* section once they are logged in. Once they have completed the request, they will obtain *All Access* to the account(s), allowing them to:

- File a tax or fee return
- Make a payment
- View return and payment history
- Access a saved draft of a tax or fee return
- Save banking information for future payments
- View and obtain correspondence and billing notices
- Update account information, such as an address change, among others
- Request relief or extensions
- Provide secondary access to a delegate

Please note, the security code(s) listed above can also be provided to any third-party representative, employee, or other owner(s) to gain access to the corresponding account by using the *Sign Up Now* process on our website. If they already have a username and password, they will need to complete a "Request Access to an Account" submission under the *I Want To* section once they are logged in. The security code(s) listed above is only valid for 90 days from the date of this letter. Providing the security code to a third-party representative, employee, or owner will grant them *All Access* to the account.

If you have any questions, need assistance, or you did not authorize the account(s) or username above, please contact our Customer Service Center at 1-800-400-7115 (CRS:711). Customer service representatives are available Monday through Friday from 7:30 a.m. to 5:00 p.m. (Pacific time), except state holidays.

California Department of Tax and Fee Administration

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION
TEMPORARY SELLER'S PERMIT



PERMIT NUMBER

250477728 - 00001



IS HEREBY AUTHORIZED TO ENGAGE IN THE BUSINESS OF
SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE
LOCATION.

EFFECTIVE DATE:

June 28, 2024 thru July 4, 2024

YOU ARE REQUIRED TO OBEY ALL FEDERAL AND
STATE LAWS THAT REGULATE OR CONTROL
YOUR BUSINESS. THIS PERMIT DOES NOT ALLOW
YOU TO DO OTHERWISE.

PLEASE RETAIN THIS DOCUMENT FOR YOUR
RECORDS.

THIS PERMIT IS VALID FOR THE PERIODS SHOWN AND IS NOT TRANSFERABLE.
FOR GENERAL TAX QUESTIONS, PLEASE CALL OUR CUSTOMER SERVICE CENTER AT 1-800-400-7115 (CRS:711).
FOR INFORMATION ON YOUR RIGHTS, CONTACT THE TAXPAYERS' RIGHTS ADVOCATE OFFICE AT 1-888-324-2798.

CDTFA-442-ST REV. 9 (2-22)

A MESSAGE TO OUR PERMIT HOLDER

As a permittee, you have certain rights and responsibilities under the Sales and Use Tax Law. For assistance, we offer the following resources:

- Our website at www.cdtfa.ca.gov.
- Our toll-free Customer Service Center at 1-800-400-7115 (CRS:711). Customer service representatives are available Monday through Friday from 7:30 a.m. to 5:00 p.m. (Pacific time), except state holidays.

As a permittee, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a California Department of Tax and Fee Administration (CDTFA) representative when requested. You are also required to know and charge the correct sales or use tax rate, including any local and district taxes.

You must notify us if you are buying, selling, adding a location, or discontinuing your business; adding or dropping a partner, officer, or member; or when you are moving any or all of your business locations. This permit is valid only for the owner specified on the permit. A person who obtains a permit and ceases to do business, or never commenced business, shall surrender their permit by immediately notifying CDTFA in writing at this address: California Department of Tax and Fee Administration, Field Operations Division, P.O. Box 942879, Sacramento, CA 94279-0047. You may also surrender the permit to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling 1-888-324-2798 or by faxing 1-916-323-3319.

As authorized by law, information provided by an applicant for a permit may be disclosed to other government agencies.

FINANCIAL REPORT OF FIREWORKS SALES

Date _____

Report For Year 2023

1. Gross Receipts	<u>48,705.66</u>
2. Expenses	
A. Cost of Merchandise	<u>29,727.99</u>
B. Rental of Land	<u>2750.00</u>
C. License Fees & Permits	<u>902.50</u>
D. Stand Set-Up	<u>950.00</u>
E. Insurance	<u>1819.96</u>
F. Sales Tax	<u>2,666.30</u>
TOTAL EXPENSES	<u>\$ 38,816.75</u>
3. Net Proceeds	<u>9,888.91</u>

Statement explaining to whom and for what purpose the net proceeds were disbursed or allocated.

Purpose	Amount
<u>Football Equipment</u>	<u>4,800</u>
<u>Tickets</u>	<u>3,000</u>
<u>Yearly events</u>	<u>2,088.91</u>
_____	_____
_____	_____
_____	_____

Name of Organization South El Monte Football

Signature Frank Hallerke



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2023

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

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

PRODUCER
Acrisure, LLC dba Britton Gallagher & Associates
One Cleveland Center, Floor 30
1375 East 9th Street
Cleveland OH 44114

CONTACT
NAME:
PHONE
(A/C, No, Ext): 216-658-7100 FAX
(A/C, No): 216-658-7101
E-MAIL
ADDRESS: info@brittongallagher.com

INSURED

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Everest Indemnity Insurance Co.	10851
INSURER B: Axis Surplus Ins Company	26620
INSURER C: Berkshire Hathaway Homestate Insurance Company	
INSURER D: Everest Denali Insurance Company	16044
INSURER E: Arch Speciality Ins Co	21199
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1782110851

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	Y		10/30/2023	10/30/2024	
	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☒ Non-Owned Stnd						MED EXP (Any one person) \$
	☐ End't Included						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
D	AUTOMOBILE LIABILITY	Y	Y		10/30/2023	10/30/2024	
	☒ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	☒ HIRED AUTOS						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☒ NON-OWNED AUTOS						
E	UMBRELLA LIAB				10/30/2023	10/30/2024	
	☒ EXCESS LIAB						EACH OCCURRENCE \$ 4,000,000
	☐ OCCUR						AGGREGATE \$ 4,000,000
	☐ CLAIMS-MADE						
	DED RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				10/30/2023	10/30/2024	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				☒ WC STATU-TORY LIMITS ☐ OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Liability #2	Y	Y		10/30/2023	10/30/2024	
							Each Occ/ Aggregate Total Limits \$5,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Additional Insured(s): South El Monte Football
Location: 1858 N Durfee Ave., South El Monte, CA 91733

Municipality: City of South El Monte its officers, agents, officials, employees, and volunteers, when acting in their official capacity as such. The above listed are Additional Insureds respect to General Liability policy as required by written contract subject to policy terms, conditions and exclusions..

CERTIFICATE HOLDER

South El Monte Football

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
RETAIL FIREWORKS LICENSE APPLICATION
FWX-15 (REV. 12/18)

Complete and return all copies to the Office of State Fire Marshal with the required fee of \$150.00 made payable to "CAL FIRE". **Applications must be received prior to June 15th of the current year.**

Fire Engineering
Office of the State Fire Marshal
PO Box 944246, Sacramento, CA
94244-2460
(916) 568-2948

LICENSEE INFORMATION

Name (Last, First): Edwards, Lisa	Phone Number:
Mailing Address (Street Address, City, CA, Zip):	
Local Contact Person and Phone Number (if different from Licensee above):	

STAND INFORMATION

Group Name: South El Monte HS Football
Physical Address (Street Address, City, CA, Zip): 1858 N. Durfee Avenue, South El Monte, CA, 91733
County of Stand Location: Los Angeles

WHOLE SALE FIREWORK VENDOR INFORMATION

Business Name: PHANTOM FIREWORKS WESTERN REGION, LLC	License No.:
Contact Name: Edwards, Lisa	Phone Number:

FIRE AUTHORITY HAVING JURISDICTION

Fire Department: Los Angeles County Fire Dept.
Physical Address (Street Address, City, CA, Zip): 1320 N. Eastern Ave, Los Angeles, CA, 90063

CAL Fire Validation No.
5711
Valid Through
06/28/2024-07/06/2024



Signature of Fireworks Program Coordinator



Signature of Licensee

01/17/2024

Date

-NOTICE-

COPY OF THIS NOTICE MUST BE POSTED AT STAND WITH A COPY OF THE LOCAL PERMIT

A validated license has been issued to the organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, June 28th to NOON, July 6th, of the year indicated. **NOTE:** Retail licensees are required to be at least 21 years of age, employees of fireworks stand must be at least 18 and fireworks may not be sold to anyone under age of 16

For CAL FIRE DAO Use Only: Index-5942, PCA-59420, Source Code- 4129400

FIREWORK STAND APPLICATION

NOT A LICENSE



City of South El Monte

1415 N. Santa Anita Ave.

South El Monte, CA 91733

Phone # (626) 579-6540 • FAX # (626) 579-2409

NAME OF BUSINESS NATIONAL LITTLE LEAGUE OF SO EL MONTE Business Phone () 626-456-1212

BUSINESS ADDRESS 1450 LIDCOMBE AVENUE, SO EL MONTE, CA 91733

Address

City

Zip

MAILING ADDRESS

Address

City

Zip

OWNER NAME CHRISTINA

RODRIGUEZ

Home Phone ()

First

Middle

Last

HOME ADDRESS

Address

City

Zip

EMAIL ADDRESS

TYPE OF BUSINESS (Please Give Full Description) FIREWORKS STAND - SELLING SAFE AND SANE FIREWORKS

OPENING DATE AT THIS CITY JUNE 28 - JULY 4

RESALE NUMBER

Federal Employer ID Number

Owner Driver License No. State Contractor's License No. Class:

Please Check One:

☐ Corporation

☐ LLC/LLP

☐ Partnership

☐ Sole Ownership

Partnership (List Names) – Corporation/LLC/LLP (List Officers and Titles)

Name

Address

City

Zip

Title

1.

2.

Property Owner 7-ELEVEN, INC.

Property Owner Phone Number

Property Owner Address

(PARCEL #: 8118-012-046)

TYPE OF BUSINESS

() Contractor: Job Location (FIREWORKS STAND) 1533 NORTH PECK ROAD Date Job Completed JULY 4

() Retail/Wholesale () Warehouse () Manufacturing () Real Property Management: _____ Units

() Import/Export () Repair Services () Sewing/Garment () Route, Number of Vehicles Used in City _____

() Food Establishment () Rental Property () Home Occupation () Other _____

In addition to the business license fee, a floor area fee is required. In addition, a State Mandated fee of \$4.00 per ADA AB 1379 (Please see reverse side for additional information).

Submitting an application and paying for a license does not entitle the applicant to begin business operations. Only your possession of a valid business license and all required permits entitle you to begin business. A business license will be issued only if the applicant is in compliance with all City Rules and Ordinances. All business licenses and permits are subject to revocation for failure to maintain compliance with all Rules and City Ordinances. Any falsification or misinterpretation may result in the denial of this application or revocation of the license. Business license is valid until the anniversary date or February of the following year of issuance depending on the type of business. The City of South El Monte will send out a renewal notice as a courtesy to the business owner.

I certify that the foregoing is, to the best of my knowledge and belief, true and correct.

DocuSigned by:

Cristina Rodriguez

PRESIDENT

2/8/2024

Signature

Title

Date

PLANNING APPROVED BY:

DATED:

COMMENTS:

OCCP:

BUILDING:

Revised 2/14/19

FOR OFFICE USE ONLY

RECEIPT NUMBER _____

LICENSE NO. _____

BASIC FEE \$25.00 + \$100
CLEAN UP DEPOSIT

RECEIPT DATE _____

NEW _____ RENEWAL _____

EMPLOYEE/ OWNER FEE _____

RECEIVED BY: _____

SQUARE FEET _____

FLOOR AREA FEE _____

TYPE OF PAYMENT: ☐ CASH ☐ CHECK

EXPIRATION DATE _____

STATE FEE \$4.00☐ MONEY ORDER ☐ CREDIT CARD

PENALTY _____

TOTAL \$ \$125.00**Business Operations Questionnaire****Retail/Wholesale/Manufacturing Business Information**Does your business sell to the general public? (Y/N) YESIs your business manufacturing? (Y/N) NOIs your business automobile sales? (Y/N) NODo you operate a food cart/ push cart? (Y/N) NOIf yes, where do you operate? NODo you plan to sell alcoholic beverages? (Y/N) NO If yes, ABC License Type NOT APPLICABLEDoes your business have amusement machines, video, games, vending machines and/or pool tables? (Y/N) NOHow many: NONE Type: NOT APPLICABLE**General/ Professional Services Information**Does your business provide a professional service? (Y/N) NO

(Practice of law, medicine, dentistry, accounting, engineering, etc.)

How many employees does your business have working in South El Monte? NO EMPLOYEES (ALL VOLUNTEERS)Does your business offer massage? (Y/N) NODo you operate an ambulance or non-emergency transport business? NO**Additional Information Regarding AB 1379:**

Under Federal and State law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies:

The Division of State Architect at www.dgs.ca.gov/dsa/home.aspx. The

Department of Rehabilitation at www.rehab.cahwnet.gov.

The California Commission on Disability Access at www.cdda.ca.gov.

Applicant shall indemnify, defend, and hold harmless City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with **Permittee's** authorized activities under the terms of this permit, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents.

Revised 2/14/19

Little League Baseball Inc
4051807 SOUTH EL MONTE NATIONAL LL

In Care of Name **JOSEPH J MORALES**

Address



IRS Subsection **501(c)(3) - A religious, educational, charitable, scientific or literary organization.**

Type of Foundation **Organization which receives a substantial part of its support from a governmental unit or the general public**

Type of Organization **Corporation**

Deductibility **Contributions are deductible**

Tax I.D. Number



Exempt Since **01-1967**

Form 990 Requirement **990 or 990EZ return**

Last 990 Form Filed **09-2012**

Form 990 Amount **\$107,838**

Activity #1 **Boys Club, Little League, etc.**

Activity #2 **Other school related activities**

Classification **Baseball, Softball**

Share with others information about this Nonprofit - like the web site, e-mail address, how to donate or any corrections to the data shown.

PROPERTY PERMISSION FORM

TO WHOM IT MAY CONCERN:

Permission is hereby granted to NTL LITTLE LEAGUE OF SO EL MONTE and

AMERICAN PROMOTIONAL EVENTS, INC., d.b.a., TNT FIREWORKS,

for the right to use a portion of the property located at **1533 Peck Rd.**

in the City of **South El Monte** for their 2024 Fireworks stand.

It is understood that this sale will be conducted in accordance with all City,

County and State regulations, and the property left clean and free of debris.

7-ELEVEN, INC

By: (Sign) Robin D. Bryant

Print Name: Robin D. Bryant Assistant Secretary

Date: 10-2-2023

Market # 2175

Store # 25922

Loc # XXX0478

SA: SB

INSPECTION DATE: **6/26** **TNT FIREWORKS**

OPM

SALES ASSOCIATE **BENNETT**

CITY **SOUTH EL MONTE**

LOCATION# **XXX0478** ORGANIZATION **SO EL MONTE NATIONAL LL**

SIZE **32x8** TYPE **OPM** BACK DOORS **0** A-FRAMES **2**

SET-UP **6/26** DOWN DATE **7/6** LIGHTS **OPM**

ADDRESS **1533 PECK ROAD**

INTERSECTION **SWC PECK ROAD & MICHAEL HUNT DRIVE**

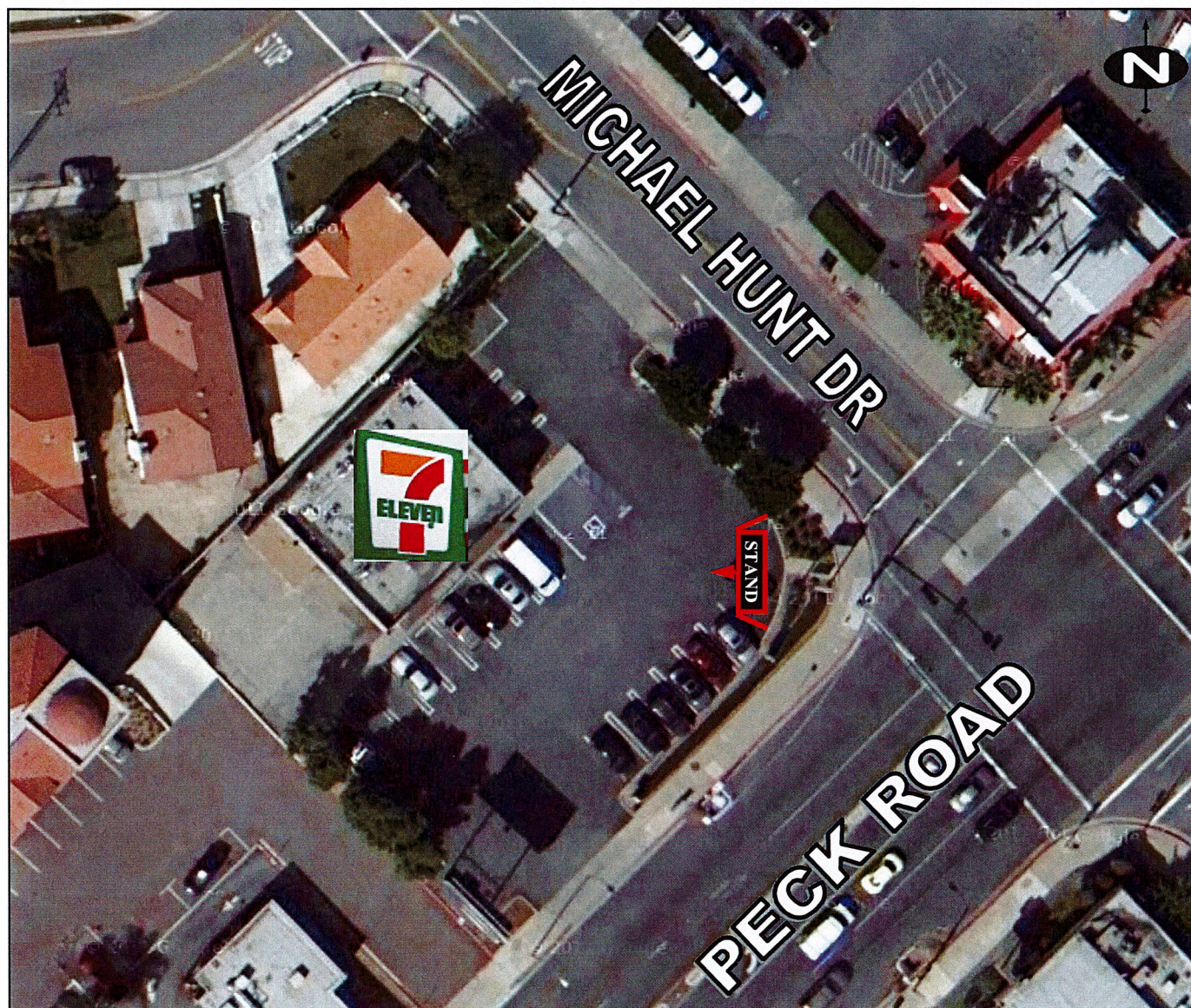
THOMAS GUIDE — COUNTY **LA**

PAGE

GRID

SPECIAL INSTRUCTIONS **SET STAND AS SHOWN—LOOK FOR MARKS**

SET STAND TO FACE STORE





CERTIFICATE OF LIABILITY INSURANCE

11/1/2024

DATE (MM/DD/YYYY)

11/1/2023

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

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

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1359665	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Everest Indemnity Insurance Company	10851
	INSURER B: Arch Specialty Insurance Company	21199
	INSURER C: Berkshire Hathaway Homestate Ins Co	20044
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 12154338 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	N		11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y	N		11/1/2023	11/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A		11/1/2023	11/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
property located @ 1533 N. Peck Road, So El Monte, CA (XXX0478) Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

CANCELLATION

12154338 So El Monte National Little League and the City of So El Monte their officers, agents and employees when acting in their official capacities as such 1415 Santa Anita Avenue So El Monte CA 91733	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
RETAIL FIREWORKS LICENSE APPLICATION
FWX-15 (REV. 12/18)

Complete and return all copies to the Office of State Fire Marshal with the required fee of \$150.00 made payable to "CAL FIRE". **Applications must be received prior to June 15th of the current year.**

Fire Engineering
Office of the State Fire Marshal
PO Box 944246, Sacramento, CA
94244-2460
(916) 568-2948

LICENSEE INFORMATION

Name (Last, First): Deeth, Terese	Phone Number:
Mailing Address (Street Address, City, CA, Zip):	
Local Contact Person and Phone Number (if different from Licensee above):	

STAND INFORMATION

Group Name: NTL LITTLE LEAGUE OF SO EL MONTE - XXX0478
Physical Address (Street Address, City, CA, Zip): 1533 N PECK RD, SO. EL MONTE, CA, 91733
County of Stand Location: Los Angeles

WHOLE SALE FIREWORK VENDOR INFORMATION

Business Name: AMERICAN PROMOTIONAL EVENTS-WEST	License No.:
Contact Name: Deeth, Terese	Phone Number:

FIRE AUTHORITY HAVING JURISDICTION

Fire Department: Los Angeles County Fire Dept.
Physical Address (Street Address, City, CA, Zip): 1320 N. Eastern Ave, Los Angeles, CA, 90063

CAL Fire Validation No.
6032
Valid Through
06/28/2024-07/06/2024

02/26/2024

Signature of Fireworks Program Coordinator

Signature of Licensee

Date

-NOTICE-

COPY OF THIS NOTICE MUST BE POSTED AT STAND WITH A COPY OF THE LOCAL PERMIT

A validated license has been issued to the organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, June 28th to NOON, July 6th, of the year indicated. **NOTE:** Retail licensees are required to be at least 21 years of age, employees of fireworks stand must be at least 18 and fireworks may not be sold to anyone under age of 16

For CAL FIRE DAO Use Only: Index-5942, PCA-59420, Source Code- 4129400

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION
TEMPORARY SELLER'S PERMIT



PERMIT NUMBER



EFFECTIVE DATE:

June 20, 2024 thru July 4, 2024

IS HEREBY AUTHORIZED TO ENGAGE IN THE BUSINESS OF
SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE
LOCATION.

YOU ARE REQUIRED TO OBEY ALL FEDERAL AND
STATE LAWS THAT REGULATE OR CONTROL
YOUR BUSINESS. THIS PERMIT DOES NOT ALLOW
YOU TO DO OTHERWISE.

PLEASE RETAIN THIS DOCUMENT FOR YOUR
RECORDS.

THIS PERMIT IS VALID FOR THE PERIODS SHOWN AND IS NOT TRANSFERABLE.
FOR GENERAL TAX QUESTIONS, PLEASE CALL OUR CUSTOMER SERVICE CENTER AT 1-800-400-7115 (CRS:711).
FOR INFORMATION ON YOUR RIGHTS, CONTACT THE TAXPAYERS' RIGHTS ADVOCATE OFFICE AT 1-888-324-2798.

CDTFA-442-ST REV. 9 (2-22)

A MESSAGE TO OUR PERMIT HOLDER

As a permittee, you have certain rights and responsibilities under the Sales and Use Tax Law. For assistance, we offer the following resources:

- Our website at www.cdtfa.ca.gov.
- Our toll-free Customer Service Center at 1-800-400-7115 (CRS:711). Customer service representatives are available Monday through Friday from 7:30 a.m. to 5:00 p.m. (Pacific time), except state holidays.

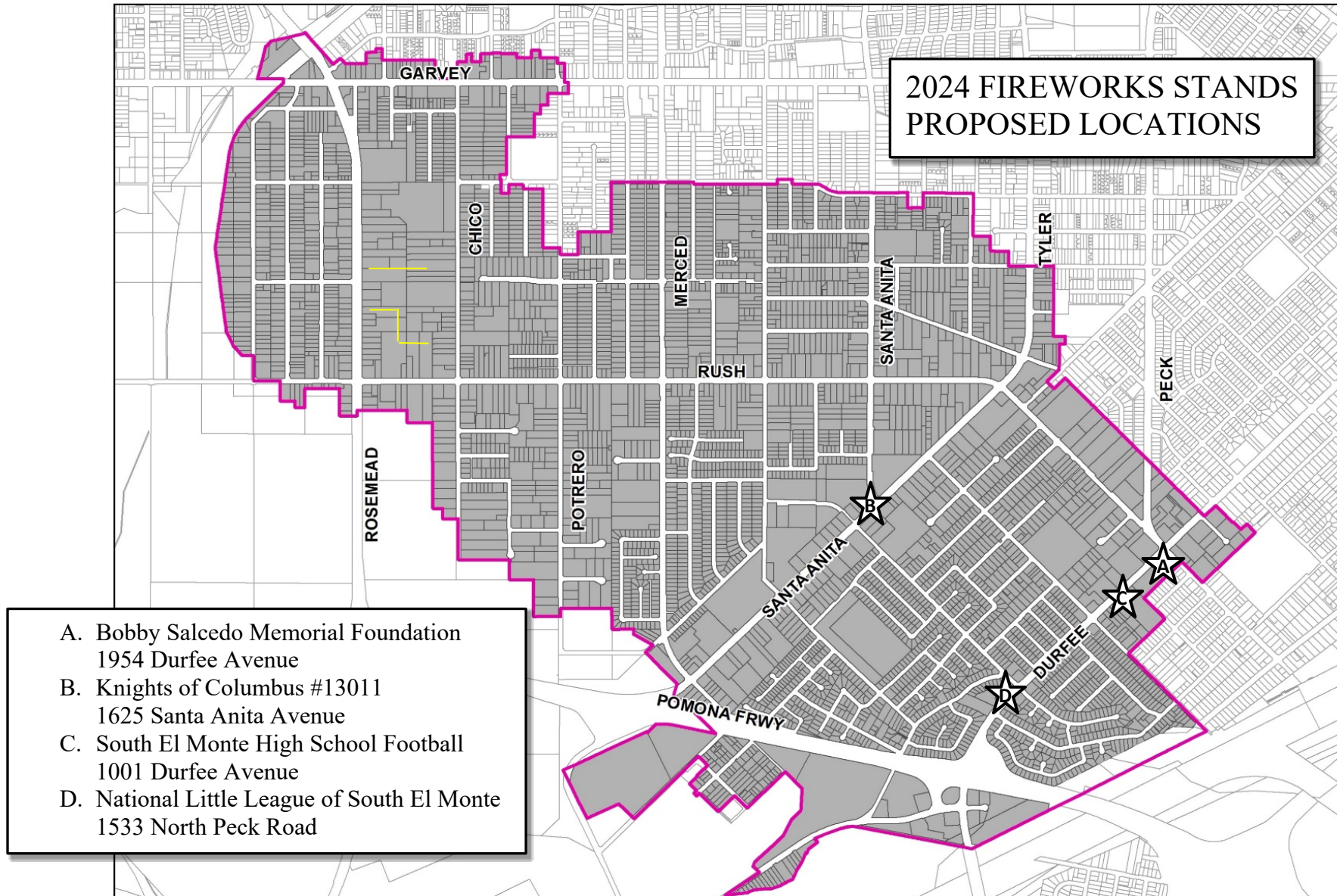
As a permittee, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a California Department of Tax and Fee Administration (CDTFA) representative when requested. You are also required to know and charge the correct sales or use tax rate, including any local and district taxes.

You must notify us if you are buying, selling, adding a location, or discontinuing your business; adding or dropping a partner, officer, or member; or when you are moving any or all of your business locations. This permit is valid only for the owner specified on the permit. A person who obtains a permit and ceases to do business, or never commenced business, shall surrender their permit by immediately notifying CDTFA in writing at this address: California Department of Tax and Fee Administration, Field Operations Division, P.O. Box 942879, Sacramento, CA 94279-0047. You may also surrender the permit to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling 1-888-324-2798 or by faxing 1-916-323-3319.

As authorized by law, information provided by an applicant for a permit may be disclosed to other government agencies.

ATTACHMENT B





City Council Agenda Report

Agenda Item No. 7.g.

DATE: May 28, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-176, APPROVING A SITE-HOST AGREEMENT WITH ELECTRIC VEHICLE CHARGING SOLUTIONS (EVCS) TO INSTALL ELECTRIC CHARGING STATIONS FOR PUBLIC USE

SUMMARY: Staff seeks City Council approval to enter into a site host agreement with Electric Vehicle Charging Solutions (EVCS) for the installation of electric vehicle charging infrastructure and systems in the Community Center's rear parking lot.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-176, approving a Site-Host Agreement with Electric Vehicle Charging Solutions for the installation of electric vehicle chargers for public use; and
2. Authorize City Manager or designee to negotiate and execute the agreement.

FISCAL/FINANCIAL IMPACT: There are no immediate financial impacts. The estimated total investment for infrastructure and work is approximately \$300,000. The Energy Coalition (TEC) will utilize grant funds received from the California Air Resources Board's Clean Mobility Options (CMO) Voucher Pilot Program to cover the expenses associated with the installation of the EV charging stations. No local match is required.

DISCUSSION: In October 2020, the City of South El Monte (City) endorsed The Energy Coalition's (TEC) application to participate in the California Air Resources Board's Clean Mobility Options (CMO) Voucher Pilot Program. This program aims to enhance access to clean transportation and expand zero-emission mobility choices for disadvantaged and low-income communities. CMO provides funding for mobility projects that increase residents' access to key destinations by providing various clean transportation options.

In 2021, TEC received notification that its application had been approved for funding by the California Air Resources Board (CARB). However, due to an unforeseen increase in

the cost of insurance, TEC was compelled to postpone the project until additional funding could be secured. In November 2023, TEC successfully secured an additional \$500,000 from CARB to meet the required project total of \$1,500,000. Alongside TEC, the grant enables the City to collaborate with Active San Gabriel Valley (ActiveSGV) and Mobility Development, leveraging their expertise to launch an Electric Carshare Program and to install eight public Level-2 chargers.

The Energy Coalition (TEC) selected Electric Vehicle Charging Solutions (EVCS) to provide a full-service turnkey EV charger installation solution, managing the purchase, installation, operation, and ongoing maintenance of eight Level-2 pay-for-use chargers in the Community Center's rear parking lot. EVCS boasts a robust network, currently operating over 800 Level-2 and 400 DC Fast Chargers across 220 locations. To proceed with the installation, a site-host agreement with EVCS is necessary. The agreement term is five years. The estimated total investment for infrastructure and work (prevailing wage) is approximately \$300,000. Payment to EVCS will be facilitated through grant funds received by TEC. There is no local match requirement from the City. The estimated completion timeframe ranges from 18-30 months.

Through negotiations with EVCS, staff secured the following additional key agreement provisions:

- EVCS assumes 100% of the maintenance obligation over the five-year contract term.
- City to claim 30% of generated carbon credits in contract years three through five.
- As a site host, the City will receive revenue sharing at a rate of \$0.05 per kWh used from EVCS.

Additionally, significant benefits include:

- Advancing the City's desire to transition to a sustainable energy future.
- Leveraging existing grant fund opportunities.
- Turn-key EV charging station installation, minimizing impact on City resources and staff.
- EVCS to handle 100% of maintenance for the duration of the agreement.

Staff recommends that City Council authorize the City Manager or their designee to execute a site-host agreement with Electric Vehicle Charging Solutions (EVCS). This agreement pertains to the installation of eight publicly accessible, pay-for-use EV Charging Stations in the Community Center's rear parking lot located at 1530 Central Avenue, South El Monte, CA 91733.

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

ATTACHMENT(S):

- A. Resolution No. 24-176
- B. EVCS Site Host Agreement (1)

ATTACHMENT A

RESOLUTION NO. 24-176

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO
EXECUTE A SITE-HOST AGREEMENT FOR THE
INSTALLATION OF PUBLIC USE ELECTRIC VEHICLE
CHARGERS WITH ELECTRIC VEHICLE CHARGING
SOLUTIONS (EVCS)

WHEREAS, in October 2020, the City of South El Monte (“City”) endorsed The Energy Coalition's (“TEC”) application to participate in the California Air Resources Board's Clean Mobility Options (“CMO”) Voucher Pilot Program to cover the expenses associated with the installation of EV charging station in the City; and

WHEREAS, the estimated total investment for infrastructure and work is approximately \$300,000. TEC will utilize grant funds received from the California Air Resources Board's CMO Voucher Pilot Program to cover the expenses associated with the installation of EV chargers, and no local match is required; and

WHEREAS, the City desires to enter into a site-host agreement with Electric Vehicle Charging Solutions (“EVCS”) to provide a turn-key solution in which it will cover the cost of EV charger installation, operations, and maintenance during the agreement term; and

WHEREAS, the proposed site-agreement would provide the City with eight (8) level-2 electric vehicle charging stations and would allow the City to claim 30% of generated carbon credits in contract years three (3) through five (5) and to receive a share of revenue at a rate of \$0.05 per kWh used from EVCS.

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

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

SECTION 2. The City Council hereby authorizes and directs the City Manager or his designee to execute a site-host agreement with Electric Vehicle Charging Solutions for the installation of eight (8) publicly accessible, pay-for-use, EV Charging Stations in the Community Center’s rear parking lot located at 1530 Central Avenue, South El Monte, CA 91733.

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

PASSED, APPROVED and ADOPTED this 28th day of May 2024.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-176 was passed and approved by the City Council of the City of South El Monte at a Regular meeting of said Council held on the 28th day of May 2024, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna G. Schwartz, City Clerk



SITE HOST AGREEMENT

This Site Host Agreement (hereafter the “**Agreement**”) is effective as of _____ (hereafter the “**Effective Date**”) by and between EV Charging Solutions, Inc., a California corporation with its principle place of business at 11800 Clark Street, Arcadia, California 91006 (hereafter “**EVCS**”), and The City of South El Monte with its principal place of business located at 1415 Santa Anita Avenue South El Monte, CA 91733 (hereafter “**Site Host**”). EVCS and Site Host may collectively be referred to herein as the “**Parties**” or individually as “**Party**.”

RECITALS

WHEREAS, EVCS has access to public and/or private funding to install and operate Level II Charging stations used for charging and/or recharging electric vehicles (hereafter the “**Equipment**”); and

WHEREAS, this funding is intended to improve the availability and reliability of electric vehicle charging systems; and

WHEREAS, Site Host wishes to allow the construction, operation, and/or maintenance of one or more items of Equipment on its real property located at 1530 Central Avenue, South El Monte, CA 91733 (hereafter “**Property**” and/or “**Site**”) and also wishes to allow public use of the Equipment; and

WHEREAS, the Parties wish to collaborate by utilizing their respective resources to promote the electric transportation sector; and

WHEREAS, the Parties wish to share the revenue realized from the sale of electricity stemming from the utilization of the Equipment on the Property as more fully described below; and

WHEREAS, the Parties desire that this Agreement shall remain in effect, subject to the terms and conditions set forth below, for five (5) years after the commissioning date (i.e., date when the Equipment is placed in service on the Property);

NOW, THEREFORE, in consideration of the promises set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, EVCS and Site Host agree as follows:

1. Recitals

The Parties agree that the foregoing Recitals are true, correct, and accurate.

EVCS’ General Obligations for Equipment and Services EVCS shall provide the following equipment and services funded by the Clean Mobility Options voucher grant:

ATTACHMENT B



- a) Purchase of the Equipment (consisting of **8 Level II Stations**), the general specifications for which are detailed in **Exhibit A** together with all other mechanical, electrical, and physical components necessary for the installation, connection, and operation of the Equipment in accordance with this Agreement (the Parties agree that the Equipment delivered to the Property shall be the same or substantially similar to the equipment detailed in **Exhibit A**);
- b) Preparation of the Property and installation of the Equipment at the location(s) approved, specified and identified by Site Host (the “**Project Site**”) and performed by qualified and licensed contractor(s) in accordance with local codes, permitting, and inspection requirements, as detailed in **Exhibit B**. Once funding is reserved and further feasibility and recommendations are made by EVCS’ electrical contractor in accordance with Site Host’s written approval, the Parties shall further specify the approved location(s) and Site design by mutual written agreement on Exhibit B;
- c) Payment of all costs of its contractors associated with the delivery, site preparation, installation, and setup of the Equipment at the Project Site;
- d) In EVCS’ sole discretion, design, installation, wiring, connection and integration of the charging system, consumption/use meters, and related equipment into the public power grid in a manner sufficient to allow operation of the charging station(s) and the ongoing metering of power usage from each charging port;
- e) Ongoing maintenance/repairs of the Equipment for the term of the Agreement;
- f) All necessary communications, instructions, and network systems to facilitate public use of the Equipment to charge electric vehicles;
- g) Periodic reports to Site Host on the utilization of the Equipment.

2. Site Host General Obligations

Site Host shall undertake the following, at Site Host’s sole expense:

- a) Provide full, complete and unfettered access to EVCS for the placement, use, and operation of the Equipment at the Project Site for the term of this Agreement;
- b) A five thousand dollar (\$5,000) refundable deposit (hereafter “Refundable Deposit”) to EVCS is **waived**.
- c) Provides the necessary temporary construction access for EVCS and its contractors for preparation of the Project Site and for installation of the Equipment;
- d) Provides necessary ongoing utility easements and /or access for installation, usage, and maintenance of power lines, conduits, meters and Equipment;

ATTACHMENT B



- e) Allow full, complete and unfettered ongoing access to the Project Site and Equipment in order for EVCS to collect, use, and distribute data for the term of the Agreement;
- f) Will not knowingly allow the Equipment to be, and will take reasonable steps to prevent the Equipment from being opened, accessed, modified, or repaired by anyone other than EVCS or its licensed contractors;
- g) Will not sell, alienate, hypothecate, transfer, assign, encumber or otherwise pledge the Equipment;
- h) Use best efforts to prevent damage and vandalism of any type to the Equipment;
- i) Will not, and will not permit or allow any third party to, open, move, modify, reverse engineer, or disassemble the whole or any part of the Equipment or any part thereof in any manner;
- j) Will not, and will not permit or allow any third party to, uninstall the Equipment;
- k) Allow EVCS and its approved contractors full, complete and unfettered access to the Project Site for installation, maintenance, repair, replacement and approved de-installation of the Equipment;
- l) Cause the Project Site to be maintained in a clean, safe, and orderly condition, utilizing at least the same standard as to which other areas at the Property that are under the Site Host's control are maintained;
- m) Assign to EVCS all right, title and interest in and to all and any rebates that Site Host may receive relating to the Equipment, and/or this Agreement; including, but not limited to, (a) rebates or other payments based in whole or in part on the cost or size of equipment, (b) performance-based incentives paid as periodic payments, (c) tax credits, grants or benefits, and (d) any other attributes, commodities, revenue streams or payments, in each of (a) through (d) under any present or future law, standard or program and whether paid by a utility, private entity or any governmental, regulatory or administrative authority;
- n) Assign EVCS all right, title and interests in and to environmental credits (e.g., carbon credits) relating to the Equipment, and/or this Agreement; including, but limited to electric vehicle charging or renewable energy credits or certificates, carbon credits and any similar environmental or pollution allowances, credits or reporting rights;

ATTACHMENT B



- o) Assign EVCS all right, title and interest in and to the enrollment of the Equipment into a demand response program and any and all economic benefit arising from such an enrollment. If demand response program benefits credits the Site Host utility bill, the utility bill credit will be used to offset cost of electricity described in paragraph 4 and subchapter d (4.d.) and demand charges described in paragraph 4 and subchapter e (4.e.) and if the demand response credits are in excess of demand charges and cost of electricity, EVCS can request Site Host for reimbursement of such excess. The Site Host agrees to issue such a reimbursement within thirty (30) days of request by EVCS;
- p) Shall fully cooperate and promptly communicate with EVCS during the entire time period required by EVCS to complete the preparation of the Project Site and the installation of the Equipment. Site Host understands and acknowledges that EVCS will expend a significant amount of time, resources and effort to assess the Project Site, secure funding for the installation of the Equipment, and initiate engineering and design for the Equipment. Site Host understands and acknowledges that the timeframe for completion of the Equipment installation is in part dependent on third parties, such as utility providers, rebate and permitting authorities and grant organizations, and thus the amount of time it takes to complete installation of the Equipment at the Project Site is often outside of EVCS' control. Thus, Site Host agrees that its cooperation as described above is of the essence of this Agreement, and the breach of these provisions shall be a material breach that shall cause substantial harm to EVCS;
- q) Provide EVCS with prompt notification of the sale or transfer of the Project Site, which notice shall include current contact information of the buyer or transferee.

3. Revenue Sharing

The Parties agree that:

- a) The Equipment installed by EVCS is intended to generate revenue through the patronage of customers utilizing the Equipment placed with the Site Host.
- b) EVCS shall, in its discretion, determine the price/rate at which electricity shall be sold to consumers utilizing the Equipment.
- c) EVCS will collect the proceeds generated from the sale of electricity from the Equipment placed with the Site Host and pay Site Host **\$0.05** (five cents) for each kWh of electricity sold to customers utilizing Level II Equipment, plus 100% of the cost of electricity utilized by the Equipment; in the event the Site Host is responsible to pay for the cost of such electricity usage. Site Host may, in Site Host's discretion, offer certain customers free or discounted charging rates, provided, however, that EVCS will offset any revenue share amounts owed to Site Host by an amount proportionate to the reduction in revenue caused by such discounts. In the event there is a balance owed from Site Host to EVCS as a result of such discounts, Site Host shall remit payment to

ATTACHMENT B



settle said balance within thirty (30) days of receipt of a request for payment from EVCS.

- d) In the event Site Host incurs any utility provider assessed incremental demand chargers strictly in connection with the operation of the installed Equipment, Site Host shall present these charges, including any support and back-up documentation that substantiates the charges to EVCS, and EVCS shall reimburse Site Host for these substantiated charges within thirty (30) days of receipt of a request for payment from EVCS.
- e) EVCS at its sole option will have the right to own the electricity service meter and/or utility service account servicing the Equipment.
- f) Site Host understands and acknowledges that EVCS will expend a significant amount of time, resources and effort to assess the Project Site, secure funding for the installation of the Equipment, and initiate engineering and design for the Equipment. In order to allow EVCS to perform the necessary revenue sharing calculations, and reimburse any electrical costs, Site Host will provide EVCS with a hard copy or electronic/digital copy of Site Host's electricity bills or will allow EVCS to view the bills electronically on an on-going basis. In the event EVCS is unable to obtain copies of the electricity bills, or copies are not provided by the Site Host, then EVCS, in its sole discretion, may either (i) withhold payment until the electricity bills are provided, or (ii) calculate the amount of reimbursement for electricity using information available to EVCS from the administrative panel (*i.e.*, which indicates the amount of electricity that was dispensed by the charger(s)) and then assign, in its sole discretion, a per kWh value that will be multiplied by the amount of electricity dispensed by the charger(s). If EVCS chooses the above second option, then (a) once such calculation is made EVCS shall issue reimbursement for electricity based thereon, and (b) if the Site Host thereafter provides copies of appropriate electricity bills to EVCS, then EVCS will true up the calculation and issue payment for any resulting shortfall for the prior 12 months of activity from the date of electricity bills being submitted to EVCS.
- g) EVCS will have thirty (30) days after the end of each calendar quarter, to remit the appropriate revenue share payment to Site Host. The billing cycle will begin on the first day of the quarter and end on the last day of that same calendar quarter. EVCS shall provide Site Host with a quarterly accounting statement within forty-five (45) days following the end of the previous quarter indicating the total amount of revenue generated, including any offsets or reductions to revenue, and the resulting net revenue share amount owed to Site Host.
- h) See Exhibit D for Site Host ACH payment information. If such information is provided, EVCS shall make all required payments via ACH direct deposit, until further notice from Site Host.

4. Term of Agreement:

ATTACHMENT B



The term hereof shall begin upon the Effective Date. The date the Equipment becomes operational will hereafter be referred to as the "Commencement Date." The term hereof shall expire (unless renewed or extended) five (5) years from the Commencement Date (hereafter the "Termination Date"), unless sooner terminated in accordance with the provisions hereof.

a) Optional Extension Clause

The Site Host may, in its sole and absolute discretion, extend the term of this Agreement for an additional five (5) years.

b) Early Termination Clause

This Agreement may be terminated upon thirty (30) days' written notice to either party without penalty or fee in the following instances:

In the case of EVCS, at any time and for any reason prior to the submission of the permit application for construction of the Equipment, at the Project Site, or thereafter at any time in the event that EVCS determines that the construction or continued operation of the Equipment is impracticable or uneconomical.

In the case of Site Host, in the event the Commencement Date has not occurred within eighteen (18) months following the Agreement Date, provided that Site Host's rights to terminate under this section shall terminate upon the Commencement Date.

5. Ownership of Equipment and Content

EVCS shall retain title to and ownership of the Equipment. All the information, content, services and software displayed on, transmitted through, stored within, or otherwise used in connection with the use and operation of the Equipment, including, but not limited to data, text, photographs, images, illustrations, video, html, source and object code, software, internet account access, advertising, and the like (collectively, the "Content") is owned exclusively by EVCS. Once this Agreement is terminated EVCS shall remove equipment at no cost to the Site Host and restore the Project Site to the condition existing prior to the presence of any installation, alterations and/or improvements made by EVCS as herein provided.

6. Installation Activities

EVCS shall, at its sole cost and expense, be responsible for all installation activities (hereafter "Installation Activities") required to support the operation of the Equipment, and services therewith, including the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping. EVCS shall obtain written approval from the Site Host prior to commencing each task that comprises Installation Activities.

7. Limitations on Use of Project Site

The Project Site and related parking spaces made available to the Project Site may be used for providing publicly accessible electric vehicle charging. Site Host shall provide EVCS, its employees and contractors with reasonable access to the parking spaces and Equipment



and shall otherwise provide to EVCS the same amenities and services Site Host provides to other users of Site Host's parking facilities.

8. Utility Charges

EVCS shall be responsible for all electricity costs associated with both the operation of the Equipment and the charging of electric vehicles from the Equipment. Site Host shall cooperate with EVCS efforts regarding provision of electricity to the Equipment. Neither Site Host nor EVCS has any responsibility or liability for interruption, curtailment, failure, or defect in the supply of utilities furnished to the Equipment.

9. Allocation of Environmental Benefits

For the first two years of Agreement term, Site Host assigns to EVCS one hundred percent (100%) of any renewable energy credits, allowances, or other indicators of environmental benefit attributable to the presence of the Equipment; in Agreement years three through five, Site Host assigns to EVCS seventy percent (70%) of the interest in environmental credits while EVCS assigns to Site Host thirty percent (30%) of title and interests in and to environmental credits and any similar environmental or pollution allowances, credits or reporting rights.

If this Agreement extends under Section 5, then this Section 10 shall continue to remain in effect through the Extended Termination Date.

10. Signage

With the prior written approval from the Site Host, EVCS may place project-related signage to denote the location of the Equipment and the services available and may place other signage or advertising at the Property as EVCS reasonably determines to be practicable or appropriate. EVCS will install and pay all costs and expenses associated with project-related signage that it will supply to denote the location of the Equipment and the services available.

11. Publicity

During the term of this Agreement, neither party will use the other party's name, logos, trademarks or service marks in any manner without the other party's prior written approval, which will not be unreasonably withheld or delayed.

12. Media Content

It is agreed that EVCS may, with prior written approval from the Site Host, oversee the solicitation, contracting, and distribution of any and all media content relating to the Equipment, including but not limited to, any media content data transmitted to or from the Equipment and displayed using the Equipment. EVCS will use commercially reasonable efforts to avoid distributing media content that actually and directly conflicts with Site Host's media and advertising.

13. Indemnification

- a) EVCS shall indemnify and hold harmless Site Host, and any tenant, guest, customer, patron, respective representatives, agents, officers, directors, shareholders, partners and



employees of Site Host, from and against any and all liability and expense of any kind, including reasonable attorneys' fees, arising from injuries or damages to persons or property resulting in any way from the negligence or willful misconduct of EVCS, its contractors, agents, or employees. It is a condition of this indemnification provision that EVCS shall receive prompt notice from Site Host of any claim against Site Host for which indemnification from EVCS is claimed.

- b) Site Host agrees to indemnify EVCS, its officers, board, employees, and agents, and hold all of same harmless from and against any and all liability and expense of any kind, including reasonable attorneys' fees, arising from injuries or damages to persons or property resulting in any way from any act or negligence or willful misconduct of Site Host, its contractors, agents or employees. It is a condition of this indemnification provision that Site Host shall receive prompt notice from EVCS of any claim against EVCS.

14. Breach and Opportunity to Cure

If either party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of that breach, then the non-breaching party may terminate this Agreement effective as of the end of such thirty (30) day period. Additionally, either party may terminate this Agreement immediately if the other party (i) ceases to do business in the ordinary course; or (ii) either voluntarily or involuntarily files a bankruptcy petition which is not vacated within thirty (30) days of filing. No such termination will be deemed a waiver of any claim for damages by the non-terminating party.

If the Site Host breaches the Agreement prior to the Termination Date, Site Host will be required to reimburse EVCS for services rendered relating to the installation of the Equipment prior to the termination of the Agreement within thirty (30) days of receipt of an invoice from EVCS.

15. Disputes

This Agreement is governed by, and must be construed and enforced in accordance with, the laws of California, excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts within Los Angeles County, California and agrees that those courts have personal jurisdiction over each party; (iii) venue must be within Los Angeles County, California; and (iv) the parties must submit the dispute to mediation held within the City of Los Angeles. Every mediation must be completed within three (3) months of the date when the initial notice demanding mediation was provided by any party. If, for any reason, the dispute is not resolved through mediation within the three (3) month period, then the parties may continue seeking to resolve the dispute by use of any process, including litigation by trial. No waiver of any provision or breach hereof is a waiver of any other provision or breach. All rights and remedies are cumulative and nonexclusive.

ATTACHMENT B



16. Notices

All notices and other communications provided hereunder must be in writing and will be deemed given: (i) on the date of hand-delivery; (ii) on the date when sent by facsimile (with confirmation of transmission); (iii) on the date when sent by email, with confirmation of receipt; (iv) the day after sending by a nationally recognized overnight delivery service (with confirmation of transmission); or (v) three (3) days after sending by certified mail (return receipt requested).

For purposes of this Agreement, addresses for notification, unless changed from time to time in writing, shall be:

ATTACHMENT B



FOR EVCS:

EV Charging Solutions, Inc. Attn:
Ian Vishnevsky
11800 Clark Street
Arcadia, California 91006
ianv@evchargingsolutions.com
323.400.EVCS (3827)

SITE HOST:

Company: City of South El Monte
Attn: Rene Salas
Add. 1: 1415 Santa Anita Avenue
Add. 2: South El Monte, CA 91733
Email: _____
Phone: _____

SECONDARY/EMERGENCY CONTACT:

Company: Aleshire & Wynder, LLP
Attn: Anthony Taylor, Esq.
Add. 1: 1 Park Plaza, Suite 1000
Add. 2: Irvine, CA 92614
Email: ataylor@awattorneys.com
Phone: (949) 223-1170

17. Successors and Assigns

The covenants, conditions and agreements contained herein shall bind and inure to the benefit of EVCS and Site Host and their respective successors and assigns. EVCS may freely and in its sole discretion assign this Agreement to a third party upon written notice to Site Host. Site Host may not assign this Agreement to any third party without prior written consent of EVCS.

18. Entire Agreement

This Agreement contains all the agreements between the parties hereto and may not be modified in any manner other than by agreement in writing signed by both the parties hereto and their successors in interest.

ATTACHMENT B



IN WITNESS WHEREOF, this Agreement is executed by both parties, to become effective on the date last executed.

EVCS

By: _____
Printed Name: _____
Title: _____
Date: _____

SITE HOST

By: _____
Printed Name: _____
Title: _____
Date: _____

ATTACHMENT B



EXHIBIT A - Electric Vehicle Charging Station Equipment Specifications

ATTACHMENT B



EXHIBIT B – Project Site Info

Utility/Electric Provider (e.g., PG&E, SCE, LA DWP): Southern California Edison_____

Electric Provider Acct. #: _____

Total Estimated Parking Spaces: 8 / Estimated Number of ADA Spaces: 2

Other: _____

**EXHIBIT C – Site Host Banking Information (for ACH Payment
Purposes)**

Name on Account:_____

Name of Bank:_____

Bank Routing Number:_____

Account Number:_____



City Council Agenda Report

Agenda Item No. 7.h.

DATE: May 28, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: CONSIDERATION AND APPROVAL TO REJECT THE SOLE BID RECEIVED FOR SANITARY SEWER CLOSED-CIRCUIT TELEVISION (CCTV) AND CONDITION ASSESSMENT AND ASSIGN THE SEWER CONDITION ASSESSMENT TO THE CITY'S ENGINEERING DIVISION FOR FURTHER EVALUATION

SUMMARY: The City received only one proposal for the Sanitary Sewer Closed-Circuit Television (CCTV) and Condition Assessment. Staff recommends rejecting the received proposal and assigning the sewer condition assessment to the City's Engineering Division for further analysis.

RECOMMENDED ACTION: Staff recommends City Council reject the single proposal received and allow the City's Engineering Division to conduct a further assessment of the City's sewer condition. This assessment will involve utilizing past studies conducted by the City, along with county data, to gain a better understanding of the sewer's current condition.

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

DISCUSSION: On March 12, 2024, the City Council approved the release of a Request for Proposals (RFP) for Sanitary Sewer Closed-Circuit Television (CCTV) and Condition Assessment. The intent of the RFP was to select a qualified firm to provide professional services for the Sanitary Sewer CCTV and Condition Assessment Services for approximately 231,504 linear feet or 43.8 miles of sewer pipes, generally 8" diameter Vitrified Clay Pipe (VCP), pipe size range from 6" to 15" in diameter within the City limits.

On April 10, 2024, staff received one proposal from Houston and Harris, PCS, Inc., offering to conduct a Sanitary Sewer CCTV and Condition Assessment for \$458,377.92. Following a thorough review, Public Works Staff concluded that there is already sufficient data available to assess the current condition of the sewers. The City's Engineering Division will utilize a combination of past city sewer assessments and county data to

determine the current sewer condition. Upon completion of the assessment, the City's Public Works Staff will assess the need for further analysis of the sewer and will prepare a Request for Proposals accordingly.

Staff recommends that City Council reject the single proposal received and assign the sewer condition assessment to the City's Engineering Division for further evaluation of the City's sewer condition.

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

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 7.i.

DATE: May 28, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

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

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-177, APPROVING SUBAWARD AGREEMENT NUMBER ENP242509 WITH COUNTY OF LOS ANGELES AGING AND DISABILITY DEPARTMENT AND THE CITY OF SOUTH EL MONTE FOR ELDERLY NUTRITION PROGRAM SERVICES

SUMMARY: The agreement, Subward number ENP 242509 by and between the County of Los Angeles Aging and Disability Department ("County") and the City of South El Monte ("City") for Elderly Nutrition Programs ("Agreement") will provide funding for the City's Elderly Nutrition Program Services from July 1, 2024 to June 30, 2025 with the option to extend for three (3) additional one (1) year terms.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-177, approving agreement Subward Number ENP 242509 by and between the County of Los Angeles Aging and Disability Department and the City of South El Monte for Elderly Nutrition Program Services from July 1, 2024, to June 30, 2025; and
2. Authorize City Manager or designee to execute agreement.

FISCAL/FINANCIAL IMPACT: The Older American Act Fund (Fund 06) will budget an amount not-to-exceed \$336,000.00 for fiscal ("FY") 2024-2025. This amount includes \$312,100 from Older Americans Act ("OAA") Title III C-1, \$22,900.00 from OAA Title III C-2, and \$1,000.00 from OAA Title III B. The General Fund match of approximately 15% will be budgeted in the General Fund for FY2024-2025.

DISCUSSION: The City has provided lunch meals for seniors over the age of 60 and disabled individuals through the Congregate Meals Program and Home-Delivered Meals Program (collectively "Programs") for more than twenty-five (25) years. The Elderly Nutrition Program is administered under the guidelines of the Federal Older Americans Act, which offers meals that meet USDA dietary guidelines and are offered at the Senior Center and to home-bound individuals. Although the Programs do not require participants

to pay for meals, a suggested donation ranging between \$1.75 – \$3.00 per meal is appreciated.

The Board of Supervisors approved the County to enter into an Elderly Nutrition Program Subaward with the City with the purpose of utilizing baseline funding to provide contracted OAA Title III C-1, OAA Title III C-2, and Title III B services for FY 2024 - 2025. The County contributes to the City's Elderly Nutrition Program Services, which offers lunch meals to seniors and provides an important opportunity for social contact and targets seniors most in need. The Congregate Meals Program serves meals in a group setting at the South El Monte Senior Center and meals are coordinated with other social services such as transportation, educational presentations, health screenings, and recreation and wellness programs. This valuable program not only delivers a daily nutritious meal, but also serves as a mechanism to check up on the client, thereby providing additional safety inspection and furthering the ability for the aging participant to continue to age in a place.

The Agreement will provide funding through the County of Los Angeles Aging and Disability Department to continue serving seniors on site and home-bound meals. The Agreement is for a term of one (1) year, from July 1, 2024 to June 30, 2025 with the option to extend three (3) additional one (1) year terms.

ATTACHMENT(S):

- A. Resolution No. 24-177
- B. Agreement Between the City and County of Los Angeles
- C. Baseline Allocation Funding Letter

ATTACHMENT A

RESOLUTION NO. 24-177

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AN AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND THE COUNTY OF LOS ANGELES AGING AND DISABILITY DEPARTMENT FOR ELDERLY NUTRITION PROGRAM SERVICES

WHEREAS, on June 23, 2020, the City Council approved Subaward Number ENP202110 Agreement (“Agreement”) Between the City of South El Monte (“City”) and the County of Los Angeles (“County”) for Elderly Nutrition Program (“ENP”) services. The Agreement was a one (1) year term from July 1, 2020, to June 30, 2021 with the option to extend for three (3) additional (1) year terms; and

WHEREAS, the City exercised the options to extend for three (3) additional (1) year terms, which subsequently expired June 30, 2024; and

WHEREAS, the City and County determined that a that a new Agreement is necessary, allowing baseline funding in the amount of \$336,000.00 for fiscal year 2024-2025 for a one (1) year term from July 1, 2024 to June 30, 2025 with the option to extend for three (3) additional (1) year terms.

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

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

SECTION 2. The City Council hereby authorizes and directs the City Manager to execute the agreement in substantially the form attached as Attachment B to the May 28, 2024, staff report accompanying this Resolution. The City Council further directs the City Manager to take all actions necessary to effectuate the Agreement.

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

PASSED, APPROVED AND ADOPTED this 28th day of May 2024.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 24-177 was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 28th day of May 2024, and that said Resolution was adopted by the following vote:

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

Donna G. Schwartz, City Clerk



SUBAWARD

BY AND BETWEEN

COUNTY OF LOS ANGELES

AGING AND DISABILITIES DEPARTMENT

AND

CITY OF SOUTH EL MONTE

FOR

ELDERLY NUTRITION PROGRAM (ENP)

SUBAWARD NUMBER ENP242509

SUBAWARD PERIOD JULY 2024 – JUNE 2025

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Exhibit V (Certification of Compliance with County's Defaulted Property Tax Reduction Program)

RECITALS

This agreement for services ("Subaward" or "Contract") made and entered into on **July 1, 2024** ("Execution Date") by and between the **parties identified below**:

**County of Los Angeles through its
Aging and Disabilities Department**
("County")

County's Business Address:
**510 South Vermont Avenue
Los Angeles, CA 90020**

and

City of South El Monte
("Subrecipient" or "Contractor")

Subrecipient's Business Address:
**1415 North Santa Anita Avenue
South El Monte, CA 91733**

WHEREAS, pursuant to the provisions of the Older Americans Act Title 42 United States Code Section 3001 et seq. ("OAA") and the Mello-Granlund Older Californians Act California Welfare and Institutions Code Section 9000 et seq. ("OCA"), the California Department of Aging ("CDA" or "State") is authorized to administer elements of the OAA and OCA as it relates to the provision of nutrition services; and

WHEREAS, County may operate programs which are determined to serve public purposes and County may contract with agencies for the provision of such services; and

WHEREAS, County has established its Elderly Nutrition Program ("ENP" or "Program"), and County and Subrecipient agree to engage contractually whereby Subrecipient will provide ENP Services as specified in Exhibit A (Statement of Work and Attachments) and elsewhere herein in exchange for County's reimbursement to Subrecipient for those Services; and

WHEREAS, Subrecipient warrants that it possesses and will maintain the competence, expertise, and personnel necessary to provide such ENP Services within County's jurisdictional boundaries for Supervisorial District One (1) throughout the term of this Subaward; and

WHEREAS, Subrecipient further warrants that throughout the entirety of this Subaward, Subrecipient will establish and implement written administrative, management and personnel policies and procedures to govern the management and administration of ENP in order to ensure that all goals and objectives are achieved as contracted; and

WHEREAS, County and Subrecipient recognize and agree that specific terms (including, but not limited to, Subrecipient, Contractor, Subaward, Contract, etc.) which are used throughout this agreement for Services are required to be used interchangeably in order to comply with Federal, State and County regulations as stated in Subparagraph 2.2; and,

WHEREAS, on **May 7, 2024**, the Los Angeles County Board of Supervisors (Board) authorized the Director of County of Los Angeles Aging and Disabilities Department ("County's Director") or their designee to enter, execute and administer this Subaward.

NOW therefore, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B1, B2, B3, C1, C2, C3, D, E, F1, G, I, J, K, L, M, N, O, P, Q, R, S, T, and V are attached to and form a part of this Subaward. This Subaward constitutes the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Subaward. No change to this Subaward will be valid unless prepared pursuant to Subparagraph 8.1 (Amendments) and signed by both parties.
- 1.2 Intentionally Omitted
- 1.3 The headings, page numbers, Paragraph and Subparagraph numbers contained in this Subaward are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 References in this Subaward to Federal, State, County and/or other governmental laws, rules, regulations, ordinances, guidelines, directives, and Program memoranda will mean such laws, rules, regulations, ordinances, guidelines, directives, and Program memoranda as amended, revised and/or modified from time to time. To access current County directives, contact your assigned Contract Analyst or visit County's website at: [Aging & Disabilities Department website \(lacounty.gov\)](https://lacounty.gov).
- 1.5 Unless expressly stated otherwise, all approvals, consents and determinations made by or on behalf of County, under this Subaward, will be in writing, and will be given or made in the sole discretion of the person or County agent authorized to provide such approval or consent.
- 1.6 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, Service, or other work, or otherwise between the base Subaward and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Subaward and then to the Exhibits according to the following priority:
 - 1.6.1 Exhibit A (Statement of Work and Attachments)

- 1.6.2 Exhibit B1 (Budget)
- 1.6.3 Exhibit B2 (Budget)
- 1.6.4 Exhibit B3 (Budget)
- 1.6.5 Exhibit C1 (Mandated Program Services)
- 1.6.6 Exhibit C2 (Mandated Program Services)
- 1.6.7 Exhibit C3 (Mandated Program Services)
- 1.6.8 Exhibit D (County's Administration)
- 1.6.9 Exhibit E (Subrecipient's Administration)
- 1.6.10 Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement)
- 1.6.11 Exhibit G (Safely Surrendered Baby Law)
- 1.6.12 Exhibit H (Intentionally Omitted)
- 1.6.13 Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA))
- 1.6.14 Exhibit J (Charitable Contributions Certification)
- 1.6.15 Exhibit K (Information Security and Privacy Requirements)
- 1.6.16 Exhibit L (California Civil Rights Laws Certification)
- 1.6.17 Exhibit M (FEMA Provisions)
- 1.6.18 Exhibit N (Criteria and Standards for Letters of Credit and Certificates)
- 1.6.19 Exhibit O (Subrecipient's Compliance with Encryption Requirements)
- 1.6.20 Exhibit P (Definitions)
- 1.6.21 Exhibit Q (Accounting, Administration and Reporting Requirements)
- 1.6.22 Exhibit R (Joint Funding Revenue Disclosure)
- 1.6.23 Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies)
- 1.6.24 Exhibit T (List of Lower Tier Subawards)
- 1.6.25 Exhibit U (Intentionally Omitted)
- 1.6.26 Exhibit V (Certification of Compliance with County's Defaulted Property Tax Reduction Program)

- 1.7 In addition to the terms and conditions listed herein, Subrecipient must comply with the State's terms and conditions and must obtain the most current version of the CDA contract and any amendments thereto which are available online at: [Contracts Download Page | California Department of Aging - State of California](#)
- 1.8 All forms of written communications (including but not limited to letters (i.e., allocation letters, etc.), notices, directives, e-mails, etc.) provided to Subrecipient pertaining to Program Services, operations, funding, budgeting, and the like are hereby incorporated by reference and will form a part of this Subaward. Subrecipient must comply with all directions and instructions issued by County through these forms of communication.

2.0 DEFINITIONS AND HEADINGS

- 2.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. Exhibit P (Definitions) provides the meaning of key words used herein. These definitions must be construed to have the meaning provided, unless otherwise apparent from the context in which they are used, or specifically noted herein.

2.2 Federal and County Terms

- 2.2.1 In compliance with the requirements of Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq., the following terms will be used to refer to this Agreement:

2.2.1.1 **Subaward:** Subaward By and Between County of Los Angeles Aging and Disabilities Department and City of South El Monte for Elderly Nutrition Program Subaward Number ENP242509 Subaward Period July 1, 2024 – June 30, 2025;

2.2.1.2 **Subrecipient:** The party to this Agreement who is identified as South El Monte

2.2.1.3 **Lower Tier Subaward:** A third-party agreement; and

2.2.1.4 **Lower Tier Subrecipient:** A third-party

- 2.2.2 In compliance with County of Los Angeles statutes and Board mandates, the following terms also may be used to refer to this Agreement in certain instances:

2.2.2.1 **Contract:** Subaward By and Between County of Los Angeles Aging and Disabilities Department and South El Monte for Elderly Nutrition Program Subaward Number ENP242509 Subaward Period July 1, 2024 – June 30, 2025;

2.2.2.2 **Contractor:** The party to this Agreement who is identified as South El Monte

2.2.2.3 **Subcontract:** A third-party agreement

2.2.2.4 **Subcontractor:** A third-party

2.2.3 In all cases, when the terms Subaward, Subrecipient, Lower Tier Subaward, and Lower Tier Subrecipient are used, then these will have the meaning provided herein and as noted in Exhibit P (Definitions).

3.0 **WORK**

- 3.1 Pursuant to the provisions of this Subaward, Subrecipient must fully perform, complete, and deliver on time, all tasks, deliverables, Services, and other work as set forth herein.
- 3.2 If Subrecipient provides any tasks, deliverables, goods, Services, or other work, other than as specified in this Subaward, the same will be deemed to be a gratuitous effort on the part of Subrecipient, and Subrecipient will have no claim whatsoever against County.
- 3.3 In the performance of this Subaward, Subrecipient must comply with the following (which may be amended, modified or revised from time to time by County and/or other funding authorities): all terms and conditions of this Subaward (including all terms contained in the Exhibits hereto) as well as those imposed and required by County and/or other funding authorities; all Program memoranda; implementing regulations; grant requirements; and, all relevant rules and policies.
- 3.4 Subrecipient acknowledges that time is of the essence in the provision and completion of the Work provided to County as stipulated in this Subaward, as is the timely conveyance of reporting deliverables to County, as also stipulated in this Subaward.
- 3.5 Subrecipient's performance under the requirements of this Subaward will be evaluated during each Fiscal Year (hereafter "Fiscal Year" or "Program Year"). Subrecipient must provide Services and expend the Subaward Sum allocated for any Fiscal Year under this Subaward as stated in: Paragraph 5.0 (Subaward Sum); Exhibit A (Statement of Work and Attachments), Attachment 2 (Performance Requirements Summary); Budget exhibit(s); and Mandated Program Services exhibit(s).
- 3.6 At County's request, Subrecipient must complete a new Budget exhibit(s) and Mandated Program Services exhibit(s) and submit them to County prior to the beginning of the Fiscal Year or as directed by County. Such documents must be completed in accordance with the requirements noted on each such document, as directed by County, and pursuant to Program guidelines.
- 3.7 Subrecipient acknowledges that this Subaward includes Performance Requirements and Standards which are provided in Exhibit A (Statement of Work and Attachments), Attachment 2 (Performance Requirements Summary). These Requirements will be used to measure Subrecipient's performance of the Subaward and the Work. Subrecipient must adhere to the Performance Requirements, Standards and the

corresponding Acceptable Quality Level identified in Exhibit A (Statement Work and Attachments), Attachment 2 (Performance Requirements Summary).

- 3.8 The Subaward Sum allocated for any Fiscal Year under this Subaward and the Services associated with those funds may be reduced from Subrecipient's allocation and reallocated to other ENP subrecipients that are performing and/or expending at a higher level and qualify for increases if Subrecipient fails to provide at least ninety-five percent (95%) of the Services and/or expend at least ninety-five percent (95%) of the Subaward Sum allocated during the Fiscal Year as provided in Paragraph 5.0 (Subaward Sum).
- 3.9 Subrecipient agrees that the performance of Work and Services pursuant to the requirements of this Subaward will conform to accepted professional standards.

4.0 TERM OF SUBAWARD

- 4.1 The term of this Subaward will be one (1) year commencing on July 1, 2024, upon execution by the parties, and will continue through June 30, 2025, unless sooner terminated or extended in writing by County, in whole or in part, as provided in this Subaward. The term of this Subaward will operate on County's Fiscal Year period as defined in Exhibit P (Definitions).
- 4.2 Following the initial term as set forth in Subparagraph 4.1 above, The County will have the sole option to extend this Subaward term for up to three (3) additional one (1) year periods for a maximum total Subaward term of four (4) years. Each such extension option may be exercised at the sole discretion of County's Director or their designee as authorized by the Board.
- 4.3 Subrecipient acknowledges County maintains databases that track/monitor Subrecipient's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Subaward term extension option.
- 4.4 Subrecipient must notify County when this Subaward is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, Subrecipient must send written notification to County's Contract Manager at the address herein provided in Exhibit D (County's Administration).

5.0 SUBAWARD SUM

5.1 TOTAL SUBAWARD SUM

5.1.1 Cost Reimbursement Subaward

- 5.1.1.1 County and Subrecipient agree that this is a cost reimbursement Subaward based on the firm-fixed unit rate(s) set forth in Budget exhibit(s) and Mandated Program Services exhibit(s) for the Fiscal Year or Program Year identified in each such document. This unit rate(s) will remain firm and fixed throughout the entire term of such Fiscal Year

or Program Year under this Subaward. County and Subrecipient further agree that the unit rate(s) represents Subrecipient's true, actual, and supported costs which are incurred solely for providing Services hereunder. For purposes of this Subaward, such true/actual costs are those costs which are net of any applicable credits including, but not limited to, discounts, refunds, adjustments, rebates, allowances, etc. and are inclusive of any taxes, delivery/shipping charges, etc.

5.1.1.2 County will reimburse Subrecipient for supplying the Services as set forth in Exhibit A (Statement of Work and Attachments), Budget exhibit(s) and Mandated Program Services exhibit(s). In the event that County or any of its duly authorized representatives (including, but not limited to, Federal, State and other County agents) notes any discrepancy(ies) between Subrecipient's true/actual costs and the costs which have been reimbursed to Subrecipient then County will remedy such discrepancy(ies) at County's sole discretion.

5.1.1.3 Subrecipient must track Subaward Sums and contributions. Subrecipient must provide a tracking of Subaward Sums during an audit as indicated in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).

5.1.2 Funding Allocations

5.1.2.1 During the term of this Subaward, Subrecipient will receive funding for providing the Services outlined in this Subaward. The funding allocation for the initial term of this Subaward is **\$336,000** ("Subaward Sum Year 1") and the year-to-date funding allocation is **\$336,000** ("Maximum Subaward Sum"). Any additional funding that is allocated under this Subaward will increase the Maximum Subaward Sum.

5.1.2.2 In the event that County exercises its renewal options under this Subaward, the projected funding will be allocated to Subrecipient annually for each Fiscal Year that this Subaward is renewed as follows: **\$336,000** ("Subaward Sum Year 2"); **\$336,000** ("Subaward Sum Year 3"); and, **\$336,000** ("Subaward Sum Year 4"). If County exercises all renewal options under this Subaward, the Maximum Subaward Sum is projected to be **\$1,344,000**.

5.1.2.3 Pursuant to Subparagraph 8.1 (Amendments), County may amend this Subaward upon occurrence of any changes to the Subaward Sum. Future allocations of the Subaward Sums will be contingent upon Subrecipient's level of

performance/expenditure and the availability and appropriation of funds from Federal, State, and/or local authorities and such funds may be subsequently adjusted to reflect available funding.

5.1.3 Subaward Sum Year 1 Funding Source(s)

5.1.3.1 The Subaward Sum Year 1 for this Subaward is comprised of monies which are identified by the funding source(s) or governing statute(s) listed below. The funding source(s) and governing statute(s) authorize County to use these monies to provide Program Services.

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

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

5.1.3.2.2 Service Area: Supervisorial District 1

5.1.3.2.3 Period of Performance: July 1, 2024 – June 30, 2025

5.1.3.2.4 Allocation Letter: Fiscal Year 2024-25 Original Baseline Funding Allocation for Elderly Nutrition Program Services

5.1.3.3 Older Americans Act (Title III C-1 (Nutrition Services) original baseline funds

5.1.3.3.1 Subaward Sum: **\$312,100**

5.1.3.3.2 Service Area: Supervisorial District 1

5.1.3.3.3 Period of Performance: July 1, 2024 – June 30, 2025

5.1.3.3.4 Allocation Letter: Fiscal Year 2024-25 Original Baseline Funding Allocation for Elderly Nutrition Program Services

5.1.3.4 Older Americans Act (Title III C-2 (Nutrition Services) original baseline funds

5.1.3.4.1 Subaward Sum: **\$22,900**

5.1.3.4.2 Service Area: Supervisorial District 1

5.1.3.4.3 Period of Performance: July 1, 2024 – June 30, 2025

5.1.3.4.4 Allocation Letter: Fiscal Year 2024-25 Original Baseline Funding Allocation for Elderly Nutrition Program Services

5.2 **WRITTEN APPROVAL FOR REIMBURSEMENT**

5.2.1 Subrecipient will not be entitled to payment or reimbursement for any tasks or Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Subrecipient's duties, responsibilities, or obligations, or performance of same by any person or entity other than Subrecipient, whether through assignment, Lower Tier Subaward, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with County's express prior written approval.

5.3 **NOTIFICATION OF 75% OF SUBAWARD SUM**

5.3.1 Subrecipient must maintain a system of record keeping that will allow Subrecipient to determine when it has incurred seventy-five percent (75%) of the Subaward Sum allocated for any Fiscal Year under this Subaward. Upon occurrence of this event, Subrecipient must send written notification to County's Contract Manager at the address provided in Exhibit D (County's Administration).

5.4 **NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF SUBAWARD**

5.4.1 Subrecipient will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Subrecipient after the expiration or other termination of this Subaward. Should Subrecipient receive any such payment, Subrecipient must immediately notify County's Contract Manager and must immediately repay all such funds to County. Payment by County for Services rendered after expiration or termination of this Subaward will not constitute a waiver of County's right to recover such payment from Subrecipient.

5.5 **INVOICES AND PAYMENTS**

5.5.1 Subrecipient must invoice County only for providing the tasks, deliverables, goods, Services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. Subrecipient must prepare invoices, which will include the charges owed to Subrecipient by County under the terms of this Subaward.

Each invoice must be based on actual expenditures and Subrecipient will not submit an invoice based on budgeted or estimated costs (i.e., Subrecipient will not submit an invoice based on 1/12th of the Subaward Sum allocated for the Fiscal Year under this Subaward).

5.5.2 Subrecipient's invoices must be priced in accordance with the information provided in Budget exhibits for the Fiscal Year (or Program Year) identified therein. Subrecipient will be paid only for the tasks, deliverables, goods, Services, budgeted items, and other work approved in writing by County. If County does not approve the Work in writing, no payment will be due to Subrecipient for that Work.

5.5.3 **Intentionally Omitted**

5.5.4 **Submission of Invoices**

5.5.4.1 Subrecipient must prepare monthly invoices, along with any necessary supporting documentation for each invoice, for Subrecipient's Work performed under the requirements of this Subaward. Upon direction of County, Subrecipient must provide all support documentation required by County, including, but not limited to, vendor invoices, receipts of payment, bank statements, and/or bank registers. All supporting documentation must be able to justify the costs invoiced and be submitted to County within thirty (30) days following the date the corresponding monthly invoice is submitted. County reserves the right to require Subrecipient to upload all required support documentation using County's Information Technology Systems (ITS which may include the Contract Management System (CMS) – Subrecipient's Gateway or via other ITS identified by County. Subrecipient must submit all invoices to County in the form and manner as directed by County by the 10th calendar day of the month following the month of Service (e.g., Subrecipient must submit an invoice for Services provided in October by November 10th for reimbursement). Subrecipient must also submit the final, year-end invoice to County no later than the 10th calendar day of the month following the month in which final Services were provided during the Fiscal Year or Program Year. In both instances, when the 10th calendar day falls on a non-business day (Saturday, Sunday, or Los Angeles County holiday), Subrecipient must submit the invoice by the following business day. County reserves the right to modify in writing the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines.

5.5.4.2 Subrecipient must submit an invoice for each month of Service as directed above and invoices must be submitted in

chronological order (e.g., July, August, September, etc.). For example, Subrecipient must not submit the September invoice unless the August invoice was previously submitted by the 10th calendar day following the month of August. County will not be under any obligation to pay any invoice that is submitted out of chronological order until Subrecipient takes the appropriate measures to adhere to these requirements.

5.5.4.3 When Subrecipient does not incur any expenditures for the month of Service, Subrecipient must prepare an invoice as directed by County so that the invoice reflects zero dollars (\$0) expenditures. Subrecipient must submit the invoice according to the procedures outlined herein and as further directed by County.

5.5.4.4 Subrecipient is responsible for the accuracy of invoices submitted to County. Subrecipient must reconcile its invoices and correct inaccuracies or inconsistencies in the invoices it submits to County. Subrecipient and County agree as follows:

5.5.4.4.1 When County or its designee discovers that Subrecipient has been overpaid, County will send Subrecipient written notification to request return of the overpayment. Overpayment includes, but is not limited to, payment(s) made to Subrecipient that exceeds the Subaward Sum allocated for any Fiscal Year under this Subaward. Subrecipient must return such overpayment to County's Compliance Manager within thirty (30) days of receiving County's written notification.

5.5.4.4.2 When Subrecipient receives or discovers any overpayment from County, Subrecipient must immediately notify County's Compliance Manager in writing of such overpayment. Subrecipient must immediately return such overpayment to County's Compliance Manager within thirty (30) days of receiving or discovering the overpayment.

5.5.4.4.3 At County's sole election, overpayment made to Subrecipient may be used to offset future payments due Subrecipient.

5.5.4.5 Subrecipient must submit a complete, accurate, verifiable, and timely invoice for each month of Service as directed

above. Subrecipient must also submit a complete, accurate, verifiable, and timely final year-end invoice as also directed above. Subrecipient's failure to comply with these requirements may result in delayed processing of payment(s). Any invoice which does not adhere to County's requirements may be rejected at County's sole discretion. Subrecipient's continued non-compliance with County's invoicing policies and procedures may lend Subrecipient to remedies which County may impose at County's sole discretion.

5.5.5 County Approval of Invoices

5.5.5.1 All invoices submitted by Subrecipient for payment must have the written approval of County's Contract Manager or designee prior to any payment thereof. In no event will County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.5.2 County will review Subrecipient's supporting documentation for its invoice and reconcile between the invoice and the supporting documentation. County will also use the supporting documentation to confirm that all of Subrecipient's costs reported on the invoice have been paid. County will communicate any discrepancies with Subrecipient to acquire additional information, if needed. This will ensure that any questioned cost(s) is addressed before the cost(s) becomes disallowed. In the event Subrecipient is not able to substantiate the cost(s), Subrecipient will have to repay County for all unsubstantiated costs, Subrecipient may be removed from eligibility for future cash advances (if cash advances are allowed under this Subaward), Subrecipient's payments may be suspended, and/or County may impose other remedies deemed appropriate by County.

5.5.6 Payments to Subrecipient

5.5.6.1 In accordance with the invoicing policies and procedures set forth in this Subaward as well as those provided by County, County agrees to pay Subrecipient for the satisfactory provision of the Services identified in Exhibit A (Statement of Work and Attachments) and any amendments, addendums, or modifications thereto. Such payment will not exceed the amount(s) indicated in Subparagraph 5.1.2 (Funding Allocations). All payments to Subrecipient will be made in arrears on a monthly basis for Services performed, provided that Subrecipient is not in default under any provision of this Subaward. County has

no obligation to pay for any work except those Services expressly authorized by this Subaward.

5.5.6.2 Payments to Subrecipient will be made within thirty (30) calendar days after receipt of an "undisputed invoice". For purposes of this Subparagraph 5.5.6, an undisputed invoice will mean an invoice which does not contain errors and has been completed and submitted by Subrecipient pursuant to the requirements outlined herein and as directed by County. County has the final authority to determine whether or not an invoice is an undisputed invoice. Subrecipient must promptly adhere to County's instructions for correcting an invoice in order to prevent any delays in processing payment(s). Until Subrecipient submits an undisputed invoice, County will not be under any obligation to pay any invoice that is not submitted pursuant to the requirements outlined herein and as directed by County.

5.5.6.3 All payments for Services provided under the terms of this Subaward will be made to Subrecipient using Subrecipient's legal name and taxpayer identification number. Subrecipient will not request payments to be made to third-party vendors or any vendor which Subrecipient may use in the performance of this Subaward (i.e., Lower Tier Subrecipients). For purposes of this Subaward, Subrecipient's legal name is identified as the name on Subrecipient's articles of incorporation, charter or other legal document that was used to create Subrecipient's organization.

5.5.6.4 **Past Due Invoice**

5.5.6.4.1 Any invoice submitted more than thirty (30) days after the last day of the month in which the Services were rendered will constitute a "past due invoice". Notwithstanding any other provision of this Subaward, Subrecipient and County agree that County will have no obligation whatsoever to pay any past due invoices. County may, in its sole discretion, pay some or all of a past due invoice which Subrecipient has submitted, provided that sufficient funds remain available under this Subaward.

5.5.6.5 **Method of Compensation Adjustment**

5.5.6.5.1 During any Fiscal Year period within the term of this Subaward, County, at its sole discretion,

has the option of altering the monthly method of compensation/payment from full reimbursement for Services completed to an amount equal to one-twelfth (1/12) of the Subaward Sum allocated for any Fiscal Year under this Subaward. County may pursue this method of compensation if Subrecipient is providing Services to more Clients than anticipated and it appears that the Subaward Sum will be completely depleted before the end of a Fiscal Year. County will provide Subrecipient with at least two (2) weeks advance written notice of its decision to alter the method of compensation.

- 5.5.6.5.2 In no event will County's decision to alter the method of compensation affect the Term, the Subaward Sum allocated for any Fiscal Year under this Subaward, Work, or any other provision under this Subaward unless such change is made pursuant to a validly executed Amendment to this Subaward noting any such change(s).

5.5.7 Subaward-Related Documents

- 5.5.7.1 Subrecipient must complete all Subaward-related documents in accordance with the requirements noted on each such document, as directed by County, and pursuant to Program guidelines. Subrecipient's failure to timely submit Subaward-related documents that are accurate and complete, as requested or required by County, may result in suspension of payments to Subrecipient or other remedies provided by law or under this Subaward. Such documents must include, but are not limited to, the documents outlined in Subparagraph 9.20 (Subaward Document Deliverables), Subparagraph 9.21 (Fiscal Reporting Requirements) and the following: Exhibit A (Statement of Work and Attachments), Attachment 7 (Site Summary) and Attachment 8 (Route Summary); Budget exhibit(s); Mandated Program Services exhibit(s); Exhibit E (Subrecipient's Administration); Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement); Exhibit J (Charitable Contributions Certification); Exhibit L (California Civil Rights Laws Certification); Exhibit M (FEMA Provisions) (applicable only when Subaward Sums include FEMA Funds); Exhibit O (Subrecipient's Compliance with Encryption Requirements); Exhibit R (Joint Funding Revenue Disclosure); Exhibit T (List of Lower Tier

Subawards); and Exhibit V (Certification of Compliance with County's Defaulted Property Tax Reduction Program).

5.5.8 Preference Program Enterprise– Prompt Payment

5.5.8.1 Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for Services they provide to County. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 (Preference Program Payment Liaison and Prompt Payment Program).

5.6 UNIT RATE ADJUSTMENTS

5.6.1 In the event that County exercises its renewal option(s), Subrecipient may request a unit rate increase for the following Fiscal Year, where such increase(s) must only be based on the occurrence of any of the following and must include the information noted herein.

5.6.1.1 Increase in food costs (e.g., Caterer's costs, raw food costs, etc.); the amount (dollars/cents) of the increase and its impact on the unit rate(s); increase in the total cost of food; number of units; food cost per unit; and any other relevant information that will facilitate County's review.

5.6.1.2 Increase in fuel costs (Home-Delivered Meals Services only); the amount (dollars/cents) of the increase and its impact on the unit rate(s); increase in the total fuel cost; number of miles; increased cost per mile; and any other relevant information that will facilitate County's review.

5.6.1.3 Increase in wages (e.g., minimum wage); the amount (dollars/cents) of the increase and its impact on the unit rate(s); increase in the total fuel cost the number of staff affected by minimum wage increase(s); hourly rate increase(s); number of hours; and any other relevant information that will facilitate County's review.

5.6.2 Subrecipient's request must be provided in writing and must include a detailed justification for the increase based on meeting one or more of the conditions noted in Subparagraph 5.6.1. Subrecipient must be able to provide supporting documentation to substantiate any request for a unit rate increase. The written request must be submitted to County's Contract Manager no later than April 1 of the of the Fiscal Year preceding the Fiscal Year in which the unit rate(s) adjustment is expected to take effect.

5.6.3 County has the sole discretion to approve or reject Subrecipient's request.

5.6.3.1 All such requests must not cause or authorize exceeding the maximum annual Subaward Sum or the Maximum Subaward Sum.

5.6.4 County may negotiate with Subrecipient to decrease its unit rate(s) for the following Fiscal Year in which the unit rate(s) decrease is expected to take effect when County determines that Subrecipient's unit rate(s) exceeds the actual costs to provide Program Services. In the event that the unit rate(s) is increased or decreased for any Fiscal Year after the first Fiscal Year, County will provide Subrecipient written confirmation of the final unit rate(s); otherwise the unit rate(s) will remain the same as that which is reflected for the first Fiscal Year of this Subaward.

5.7 LIMITATIONS ON USE OF SUBAWARD SUMS

5.7.1 Subaward Sums may only be used for the purposes set forth herein and must be consistent with the statutory authority for the Program.

5.7.2 Expenditures made by Subrecipient in the operation of this Subaward must be in compliance and in conformity with Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq. Subrecipient must comply with the Administrative Requirements and Cost Principles which are outlined in Exhibit Q (Accounting, Administration and Reporting Requirements), and must adhere to the strict administrative and fiscal standards described therein. Subrecipient will be responsible for obtaining Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq., which are available via the Internet at [eCFR :: 45 CFR Part 75 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards](#) and [eCFR :: Title 2 of the CFR -- Grants and Agreements](#). Subrecipient must also comply with the applicable requirements and standards referred to in Title 45 Code of Federal Regulations Part 1321.5 (Grants to State and Community Programs on Aging).

5.7.3 Limitations on Subaward Sums

5.7.3.1 Subrecipient will not be paid for any Subaward expenditures that exceed the Subaward Sum allocated for any Fiscal Year under this Subaward. County has no obligation, whatsoever, to pay for any expenditures that exceed this Subaward Sum. Any expenditures that exceed such Subaward Sum will become the sole fiscal responsibility of Subrecipient.

5.7.3.2 Subrecipient must only expend the Subaward Sum during the Fiscal Year for which it is allocated. Should County exercise its option to extend this Subaward and

Subrecipient does not expend funding up to the Subaward Sum appropriated for the Fiscal Year, that unspent amount will not carry forward (or roll-over) to the following Fiscal Year.

5.7.4 Prohibitions on Subaward Sums

- 5.7.4.1 Subrecipient must comply with Public Law (PL) 101-121 (Title 31 United States Code Section 1352), its amendments or revisions, and any implementing regulations, prohibiting the use of Federal money to influence or attempt to influence a member of Congress, Congressional staff, or a Federal employee to award, make or amend any Federal subaward, grant, loan, or cooperative agreement. Subrecipient must also comply with all certification and disclosure requirements of PL 101-121, its amendments, revisions, and implementing regulations, and must provide assurance that all Lower Tier Subrecipients under this Subaward also fully comply with such certification and disclosure requirements.
- 5.7.4.2 No materials, property, or Services contributed to County or Subrecipient under this Subaward will be used in the performance of any of the following: any political activity; the election of any candidate or the defeat of any candidate for public office; and, the transportation of any voters or prospective voters to polls or other similar assistance in connection with an election or any voter registration activity.
- 5.7.4.3 Subaward Sums may not be used for matching funds for any Federal, State, County, or local grants/cooperative agreements, lobbying or intervention in Federal regulatory or adjudicatory proceedings.
- 5.7.4.4 Subaward Sums may not be used to sue the Federal government or any other government entity.
- 5.7.4.5 Pre-award costs are not an allowable use for Subaward Sums.
- 5.7.4.6 Subrecipient and any approved Lower Tier Subrecipient(s) must comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get".

5.8 OTHER SUBAWARDS

- 5.8.1 Subrecipient must immediately notify County's Contract Manager in writing of any contracts between Subrecipient and other public or private organizations which directly impact activities funded under this Subaward. A copy of any such contracts must be kept on file at Subrecipient's offices

and must be provided to County upon request. Subrecipient must also immediately notify County's Contract Manager in writing of any default, termination, or finding of withheld payments under such contracts between Subrecipient and other public or private organizations which directly impact activities funded under this Subaward.

- 5.8.2 Subrecipient warrants that no other funding source will be billed for Services that are provided to and paid for by County under this Subaward.

5.9 JOINT FUNDING REVENUES

- 5.9.1 Funds made available under this Subaward will supplement and not supplant any other Federal, State, or local funds expended by Subrecipient to provide Program Services. Subrecipient certifies that it has applied, or expects to apply, to offset in whole or in part, any of the costs incurred by Subrecipient in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Subaward. To this end, Subrecipient must complete Exhibit R (Joint Funding Revenue Disclosure) prior to the commencement of this Subaward (and annually thereafter). Subrecipient must submit the completed Exhibit R (Joint Funding Revenue Disclosure) to County's Contract Manager in the time and manner as designated by County.

5.10 FEDERAL AWARD INFORMATION

- 5.10.1 Subaward Sums, either in whole or in part, are identified as Federal monies. The Federal portion(s) of the Subaward Sums is (are) identified by several key pieces of information including, but no limited to, the following: Federal Award Identification Number (FAIN), Assistance Listings Number(s) (which identifies and describes the Federal assistance that is available to various entities) and a Federal Grantor office (which provides oversight and administration for these Federal monies). When Subrecipient and any approved Lower Tier Subrecipient(s), if any, are being audited by an independent auditor, Subrecipient must provide the information identified in this Subparagraph 5.10 to the independent auditor. The information outlined herein is only provided for the Federal portion(s) of the Subaward Sums. In the event that the information is not listed herein for all of the monies included in the Subaward Sums then the excluded amounts are not Federal monies and therefore the information is not applicable to them.
- 5.10.2 Subrecipient Name: South El Monte
- 5.10.3 Subrecipient's UEI Number: J84DTEUPPQFP
- 5.10.4 Federal Award Identification Number (FAIN): 2401CAOASS-01; 2401CAOACM-01; 2401CAOAHF-01; and 2401CAOANS-01
- 5.10.5 Federal Award Date: July 1, 2024

- 5.10.6 Subaward Period of Performance Start and End Date: July 1, 2024 – June 30, 2025
- 5.10.7 Amount of Federal Funds Obligated by this Action: \$336,000
- 5.10.8 Total Amount of Federal Funds Obligated to Subrecipient (Subaward Sum Year 1): \$336,000
- 5.10.9 Total Amount of Federal Award (Maximum Subaward Sum): \$336,000
- 5.10.10 Federal Award Project Description: Federal Title IIIB 3BSL; Federal Title IIIC1 3C1L; NSIP C1 NC1L; Federal Title IIIC2 3C2L; and, NSIP C2 NC2L
- 5.10.11 Name of Federal Award Agency, Pass-Through Entity(ies), and Contact Information for Awarding Official: United States Department of Health and Human Services, Administration for Community Living; California Department of Aging; and County. Refer to Exhibit D (County's Administration) for County contact information.
- 5.10.12 Assistance Listings Numbers and Titles: 93.044 – Special Programs for the Aging, Title III, Part B (Grants for Supportive Services and Senior Centers); 93.045 – Special Programs for the Aging, Title III, Part C (Nutrition Services); and 93.053 Nutrition Services Incentive Program
- 5.10.13 Identification of whether the award is research and development (R&D): Award is not R&D.
- 5.10.14 Indirect Cost Rate for Federal Award: Not to exceed 10% unless there is an accepted negotiated rate accepted by all Federal awarding agencies.

5.11 **SUBRECIPIENT INDIRECT COSTS**

- 5.11.1 The maximum amount of indirect costs that is reimbursable under this Subaward is ten percent (10%) of Subrecipient's modified total direct costs for Title III C-1 Program Services and ten percent (10%) of Subrecipient's modified total direct costs for Title III C-2 Program Services (direct costs including Subaward Sums and other cash contributions but excluding any in-kind contributions and nonexpendable equipment).
- 5.11.2 Subrecipient must ensure that it has an approved indirect cost rate accepted by all Federal awarding agencies or an allocation plan approved by County, which documents the methodology used to determine the indirect costs, prior to reporting any indirect costs on Budget exhibit(s) and/or requesting reimbursement for such costs. Subrecipient must maintain documentation of its approved indirect cost rate/allocation plan in accordance with the requirements noted under Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).
- 5.11.3 Subrecipient must not charge indirect costs exceeding the ten percent (10%) maximum to this Subaward. Indirect costs in excess of the ten percent (10%) maximum may be budgeted as match in-kind for purposes

of meeting matching requirements. Subrecipient must receive an approved indirect cost rate accepted by all Federal awarding agencies prior to budgeting the excess indirect costs as match in-kind.

- 5.11.4 For major institutes of higher education and major nonprofit organizations, indirect costs must be classified within two (2) broad categories: Facilities and Administration. "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable) [Title 2 Code of Federal Regulations Part 200.414(a)] [Title 45 Code of Federal Regulations Part 75.414(a)].
- 5.11.5 The requirements for indirect costs are further outlined in Exhibit Q (Accounting, Administration and Reporting Requirements) and AD directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for AD Subawards) which is available on-line at [Cost-Allocation-and-Indirect-Cost-Requirements-CCD-18-01-043024.pdf \(lacounty.gov\)](#).

5.12 MATCH CONTRIBUTION

- 5.12.1 Subrecipient must provide a required match contribution to offset the total cost of providing Program Services for the Fiscal Year. Subrecipient's match contribution must be reflected in Budget exhibit(s). The match contribution is the non-Federal share of funding provided by Subrecipient to support the Subaward activities and it may take the form of a cash match contribution and/or an in-kind match contribution. This match is calculated as a percentage of the Subaward Sum allocated for any Fiscal Year under this Subaward as reflected in Paragraph 5.0 (Subaward Sum).
- 5.12.2 The required match contribution for OAA Title III C-1 is twelve percent (12%) of the Subaward Sum allocated for any Fiscal Year under this Subaward. County may in its sole discretion adjust this percentage as necessary.
- 5.12.3 The required match contribution for OAA Title III C-2 is twelve percent (12%) of the Subaward Sum allocated for any Fiscal Year under this Subaward. County may in its sole discretion adjust this percentage as necessary.
- 5.12.4 The required match contribution for OAA Title III B is twelve percent (12%) of the Subaward Sum allocated for any Fiscal Year under this Subaward. County may in its sole discretion adjust this percentage as necessary.
- 5.12.5 **Forms of Match Contributions**

5.12.5.1 Match Cash Contribution

5.12.5.1.1 A match cash contribution is a monetary donation which is provided by Subrecipient (such as general funds), non-Federal third parties (such as partner organizations) and/or non-Federal grants and is given to Subrecipient to accomplish the goals of the Program Services.

5.12.5.2 Match In-Kind Contribution

5.12.5.2.1 A match in-kind contribution is a non-monetary donation of goods, properties or services which are provided by either Subrecipient or non-Federal entities without charge to the Program Services for which they are donated; it is the value of non-cash contributions donated to support Program Services. In-kind contributions typically take the form of the value of personnel, goods and/or services which may include donations of volunteer services, space, equipment, etc. and this value is determined by using the fair market value method. Using sales of comparable property or the cost of comparable services is a method which can be used to determine the fair market value of an in-kind match contribution.

5.12.5.3 Determination of In-Kind Volunteer Services

5.12.5.3.1 Volunteer services may be used to meet the match contribution requirement and must be reported as match in-kind. However, when using volunteer services to meet the match contribution requirement, this in-kind match must not exceed more than fifty percent (50%) of the required match contribution.

5.12.5.3.2 The monthly salary equivalent for volunteer services should be commensurate with the work/services being provided by volunteer. As such, the salary equivalent for volunteer services must be determined by using the regular salaries paid for similar work in other activities of Subrecipient's organization. In cases where the kinds of skills involved are not found in other activities of the organization then the salary equivalent must be determined by

using the salaries paid for similar work in the labor market in which Subrecipient competes for such skills.

5.13 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

- 5.13.1 County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/Subaward (that is, "Contract") with County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.13.2 Subrecipient (that is, "Contractor") must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and Contractor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.13.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.13.4 At any time during the duration of the Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with County, will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF SUBAWARD - COUNTY

6.1 COUNTY ADMINISTRATION

- 6.1.1 A listing of all County Administration referenced in the following subparagraphs is designated in Exhibit D (County's Administration). County will notify Subrecipient in writing of any change as they occur. Said changes do not require an amendment to this Subaward.

6.2 COUNTY'S CONTRACT MANAGER

- 6.2.1 The role of County's Contract Manager or their designee may include:
 - 6.2.1.1 Coordinating with Subrecipient and ensuring Subrecipient's performance of the Subaward. However, in no event will Subrecipient's obligation to fully satisfy all the requirements of this Subaward be relieved, excused or limited thereby.

- 6.2.1.2 Upon request of Subrecipient, providing direction to Subrecipient, as appropriate in areas relating to County policy, information requirements, and procedural requirements. However, in no event will Subrecipient's obligation to fully satisfy all the requirements of this Subaward be relieved, excused or limited thereby.
- 6.2.1.3 Making revisions which do not materially affect the terms and conditions of this Subaward in accordance with Subparagraph 9.9 (Modifications).
- 6.2.1.4 Acting on behalf of County with respect to approval of Lower Tier Subawards and Lower Tier Subrecipient employees working on this Subaward.

6.3 **COUNTY'S PROGRAM MANAGER**

- 6.3.1 The role of County's Program Manager or their designee may include:
 - 6.3.1.1 Meeting with Subrecipient's Project Manager on a regular basis.
 - 6.3.1.2 Inspecting any and all tasks, deliverables, goods, Services, or other work provided by or on behalf of Subrecipient. However, in no event will Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.
- 6.3.2 County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Subaward and is not authorized to further obligate County in any respect whatsoever.

6.4 **COUNTY'S COMPLIANCE MANAGER**

- 6.4.1 The role of County's Compliance Manager or their designee may include:
 - 6.4.1.1 Verifying Subrecipient's compliance with the requirements of this Subaward.
 - 6.4.1.2 Overseeing and monitoring the delivery of Services. However, in no event will Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.
 - 6.4.1.3 Ensuring that the objectives of this Subaward are met.

6.5 **COUNTY'S CONTRACT ANALYST**

- 6.5.1 The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Subaward. County's Contract Analyst reports to County's Contract Manager.

7.0 ADMINISTRATION OF SUBAWARD - SUBRECIPIENT

7.1 SUBRECIPIENT ADMINISTRATION

- 7.1.1 A listing of all Subrecipient's Administration referenced in the following Subparagraphs is designated in Exhibit E (Subrecipient's Administration). Subrecipient will notify County's Contract Manager in writing of any changes as they occur. Said changes do not require an amendment to this Subaward.

7.2 SUBRECIPIENT'S PROJECT MANAGER

- 7.2.1 Subrecipient's Project Manager is designated in Exhibit E (Subrecipient's Administration). Subrecipient must notify County's Contract Manager in writing of any change to Exhibit E (Subrecipient's Administration), as they occur.
- 7.2.2 Subrecipient's Project Manager will be responsible for Subrecipient's day-to-day activities as related to this Subaward and will meet and coordinate with County's Contract Manager, County's Program Manager and County's Compliance Manager on a regular basis.
- 7.2.3 Subrecipient's Project Manager must have the qualifications and experience identified in Exhibit A (Statement of Work and Attachments).

7.3 APPROVAL OF SUBRECIPIENT'S STAFF

- 7.3.1 County has the absolute right to approve or disapprove all Subrecipient's staff performing Work hereunder and any proposed changes in Subrecipient's staff, including, but not limited to, Subrecipient's Project Manager. Subrecipient must provide County's Program Manager with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 SUBRECIPIENT'S STAFF IDENTIFICATION

- 7.4.1 Subrecipient will provide, at Subrecipient's expense, all staff providing Services under this Subaward with a photo identification badge ("badge"). The badge must be developed in accordance with County's specifications. Subrecipient must obtain approval for the format and content of the badge from County's Program Manager prior to Subrecipient creating, issuing, or implementing use of the badge.
- 7.4.2 Subrecipient's staff, while on duty or when entering County facilities or grounds, must prominently display the badge on the upper part of the body. Subrecipient's staff may be asked by a County representative to leave a

County facility if Subrecipient's staff does not have the photo identification badge on their person and Subrecipient's staff must immediately comply with such request.

7.4.3 Subrecipient must notify County's Contract Manager within five (5) days when staff is terminated from working under this Subaward. Subrecipient must retrieve and immediately destroy the staff's badge upon the staff's termination of employment with Subrecipient.

7.4.4 If County requests the removal of Subrecipient's staff, Subrecipient must retrieve and immediately destroy staff's badge at the time the staff is removed from working on this Subaward.

7.5 **BACKGROUND AND SECURITY INVESTIGATIONS**

7.5.1 Each of Subrecipient's or Lower Tier Subrecipient's, as applicable, staff/employees providing Services under this Subaward, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo, and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to provide Services under this Subaward. This background investigation must be conducted on an annual basis throughout the entire term of this Subaward. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and Federal-level review, which may include, but must not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of Subrecipient, regardless of whether the member of Subrecipient's staff passes or fails the background investigation. For purposes of this Subaward, a sensitive position is one in which the duties pose a potential threat or risk to Client when performed by persons who have a criminal history incompatible with those duties, whether those persons are employees of Subrecipient or other individuals who provide Services on behalf of Subrecipient pursuant to this Subaward. For Work performed under this Subaward, sensitive positions include (but is not limited to) the following:

7.5.1.1 Positions that involve the care, oversight, or protection of persons through direct contact with such persons (e.g., social worker, case manager, etc.).

7.5.1.2 Positions having direct or indirect access to funds or negotiable instruments (e.g., finance manager, accountant, bookkeeper, etc.).

7.5.1.3 Positions that require State and/or professional licensing (e.g., Certified Public Accountant, etc.).

7.5.1.4 Positions that have access to confidential or classified information including criminal conviction information (e.g., human resources manager, etc.).

- 7.5.1.5 Positions that involve the care, oversight, or protection of County, public, or private property (e.g., property custodian, etc.).
 - 7.5.1.6 Positions that require access to Client's home/residence (e.g., home-delivered meals drivers, etc.).
- 7.5.2 If a member of Subrecipient's staff does not pass the background investigation, County may request that the member of Subrecipient's staff be immediately removed from providing Services under this Subaward. Subrecipient must comply with County's request at any time during the term of this Subaward. County will not provide to Subrecipient or to Subrecipient's staff any information obtained through County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Subrecipient's staff who does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 7.5.4 No member of Subrecipient's staff providing Services under this Subaward shall be on active probation, currently on parole or have been on probation or parole within the last three (3) years.
- 7.5.5 Subrecipient and its staff, including all current and prospective employees, independent contractors, volunteers, or Lower Tier Subrecipients who may come in contact with people in the course of their Work, volunteer activity, or performance of a Lower Tier Subaward, providing Services under this Subaward will be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to County's Program Manager. Subrecipient must inform its staff, including all current and prospective employees, independent contractors, volunteers, or Lower Tier Subrecipients who may come in contact with people in the course of their Work, volunteer activity, or performance of a Lower Tier Subaward, providing Services under this Subaward of said obligation. Subrecipient must maintain records of criminal convictions and/or pending criminal trials in the file of each such person.
- 7.5.6 Subrecipient must immediately notify County's Program Manager of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any Subrecipient staff, independent contractor, volunteer, or Lower Tier Subrecipient who may come in contact with children, elderly individuals or dependent adults while providing Services under this Subaward when such information becomes known to Subrecipient. Subrecipient must not engage or continue to engage the services of any person convicted of any crime involving harm to minors, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to, the offenses specified in the California Health and Safety Code Section 11590 (i.e., offenses requiring registration as a controlled substance

offender) and those crimes listed in the California Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

7.5.7 Disqualification of any member of Subrecipient's staff pursuant to this Subparagraph 7.5 will not relieve Subrecipient of its obligation to complete all Work in accordance with the terms and conditions of this Subaward.

7.5.8 These terms will also apply to lower tier subrecipients of County subrecipients.

7.6 **CONFIDENTIALITY**

7.6.1 Subrecipient must maintain the confidentiality of all records and information in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Subrecipient must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Subrecipient, its officers, employees, agents, or Lower Tier Subrecipients, to comply with this Subparagraph, Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement) and Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)), as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Subparagraph 7.6 must be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Subrecipient fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Subrecipient for all such costs and expenses incurred by County in doing so. Subrecipient will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Subrecipient must inform all its officers, employees, agents, and Lower Tier Subrecipients providing Services hereunder of the confidentiality provisions of this Subaward.

7.6.4 Subrecipient must sign and adhere to the provisions of Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement).

7.6.5 **Unauthorized Disclosure**

- 7.6.5.1 Subrecipient and any approved Lower Tier Subrecipient must ensure that all Protected Health Information (PHI), Personal Information (PI), and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information will remain in force until superseded by laws, regulations, or policies.
- 7.6.5.2 Subrecipient and any approved Lower Tier Subrecipient must protect from unauthorized disclosure, PSCI such as names and other identifying information, concerning Clients receiving Program Services pursuant to this Subaward, except for statistical information that does not identify any Client.
- 7.6.5.3 Subrecipient and any approved Lower Tier Subrecipient must not use PSCI for any purpose other than carrying out Subrecipient's obligations under this Subaward. PSCI must include, but is not limited to the following: name; identifying number; social security number; State driver's license or State identification number; financial account numbers; and symbol or other identifying characteristic assigned to Client, such as fingerprint, voice print or a photograph.
- 7.6.5.4 Subrecipient and any approved Lower Tier Subrecipient must not, except as otherwise specifically authorized or required by this Subaward or court order, divulge to any unauthorized person any data or identifying information obtained while performing Work pursuant to this Subaward without prior written authorization from County. Subrecipient must forward all requests for the release of any data or identifying information received to County's Program Manager. Subrecipient may be authorized, in writing, by Client to disclose identifying information specific to the authorizing Client.
- 7.6.5.5 Subrecipient and any approved Lower Tier Subrecipient may allow Client to authorize the release of information to specific entities, but must not request or encourage Client to give a blanket authorization or sign a blank release, nor will Subrecipient accept such blanket authorization from Client.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which materially affects the Scope of Work, Subaward Term, Subaward Sum, payments, or any other term or condition included under this Subaward, an Amendment to this Subaward must be prepared by County and executed by Authorized Representative and by County's Director or their designee.

8.1.2 County's Board, Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Subaward during the term of this Subaward. County reserves the right to add and/or change such provisions as required by County's Board or Chief Executive Officer. To implement such changes, an Amendment to this Subaward must be prepared by County and executed by Authorized Representative and by County's Director or their designee.

8.1.3 County's Director or their designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Subaward). Subrecipient agrees that such extensions of time will not change any other term or condition of this Subaward during the period of such extensions. To implement an extension of time, an Amendment to this Subaward must be prepared by County and executed by Authorized Representative and by County's Director or their designee.

8.1.4 The following events will also warrant an Amendment to this Subaward as described in this Subparagraph 8.1:

8.1.4.1 County may initiate a unilateral Amendment to this Subaward at any time when required by Federal, State or County laws or policies, and will immediately notify Subrecipient of said Amendment and the justification thereto.

8.1.4.2 To the extent that funding for the Program is eliminated or otherwise reduced, the Program is terminated, or the Program is modified for any reason (such that funding is reduced, or the Scope of Work is changed), County may in its sole discretion amend this Subaward accordingly or move to terminate pursuant to the provisions in Subparagraph 8.42 (Termination for Convenience) without further liability for Services yet to be rendered by Subrecipient.

8.1.5 Change Notice

8.1.5.1 For any change which does not affect the Scope of Work performed under this Subaward, the Subaward Term or Subaward Sum, and does not otherwise materially change any other term or condition under this Subaward, County reserves the right to initiate such change(s) through a

Change Notice Program memorandum or an administrative directive which will all have the same effect as an Amendment. Such Change Notice will be a written document that is prepared by County at its sole discretion and is signed by County's Contract Manager or designee. A Change Notice will be used to communicate changes which do not warrant an amendment to this Subaward. Such Change Notice will be provided to Subrecipient at least ten (10) days prior to its effective date and Subrecipient must adhere to the requirements as specified therein. Subrecipient's failure to comply with the Change Notice(s) may result in County imposing remedies including suspension of payment(s), termination of Subaward or other remedies under this Subaward as determined by County at its sole discretion.

8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 8.2.1 Subrecipient (that is, "Contractor") must notify County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers.
- 8.2.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Subaward (that is, "Contract"), whether in whole or in part, without the prior written consent of County, in its sole discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Subparagraph 8.2, County consent will require a written Amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Lower Tier Subaward (that is, "Subcontract"), delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

8.3.1 Subrecipient represents and warrants that the person executing this Subaward for Subrecipient is an authorized agent who has actual authority to bind Subrecipient to each and every term, condition, and obligation of this Subaward and that all requirements of Subrecipient have been fulfilled to provide such actual authority ("Authorized Representative").

8.3.2 Authorized Representative must be available to County and/or County's duly authorized representatives during the days and times specified in Exhibit A (Statement of Work and Attachments). In the event the Authorized Representative is not available during these specified days and times, they must ensure that an appropriate designee is identified in writing to County's Contract Manager. Such designee must have the ability and authority to act as a proxy on behalf of Authorized Representative, and this authority must also be evidenced in writing by Authorized Representative. Authorized Representative must further ensure that they can be contacted by their designee when Authorized Representative is not available during the days and times specified in Exhibit A (Statement of Work and Attachments).

8.3.3 Board of Directors' Resolution

8.3.3.1 Subrecipient must submit its Board of Directors' resolution, which provides written evidence to support the delegated authority that Subrecipient's organization has vested in Authorized Representative, who will act on behalf of Subrecipient pursuant to Subparagraph 8.3 (Authorization Warranty). Such written evidence must adhere to the following requirements outlined in this Subparagraph 8.3.3.

8.3.3.2 If Subrecipient is a public entity (defined as the government of the United States; the government of a State or political subdivision of a State; or any interstate governmental agency), Subrecipient must submit to County a copy of its resolution, order, or motion which has been approved by its Governing Body (e.g., City Council) and signed by the presiding chairperson/president of the Governing Body. If Subrecipient is a private non-profit entity, Subrecipient must submit a copy of written authorization from its Governing Body (e.g., Board of Directors) and signed by the presiding chairperson/president to County.

8.3.3.3 Subrecipient's resolution, order, motion, or other authorization must contain the following elements: reference to this Subaward by name and number; authorize execution of this Subaward; identify Authorized Representative and any designee who will execute the original Subaward and any subsequent amendments to this Subaward (Authorized

Representative and any designee must be specified in Exhibit E (Subrecipient's Administration)); and approve and accept Subaward Sums. In the event there is a change in Authorized Representative, Subrecipient must provide County a revised resolution, order, motion, or other authorization which reflects the new Authorized Representative within five (5) days of being approved by the Governing Body.

8.4 BUDGET REDUCTIONS

- 8.4.1 In the event that County's Board adopts, in any Fiscal Year or Program Year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Subaward correspondingly for that Fiscal Year or Program Year and any subsequent Fiscal Year or Program Year during the term of this Subaward (including any extensions), and the Services to be provided by Subrecipient under this Subaward will also be reduced correspondingly. County's notice to Subrecipient regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Subrecipient must continue to provide all of the Services set forth in this Subaward.

8.5 COMPLAINTS

- 8.5.1 Subrecipient must develop and maintain operating procedures for receiving, investigating, and responding to complaints. Within fifteen (15) business days after the Subaward effective date, Subrecipient must provide County's Program Manager with Subrecipient's procedures for receiving, investigating, and responding to Client complaints.
- 8.5.2 County will review Subrecipient's procedures and provide Subrecipient with approval of said procedures or with requested changes.
- 8.5.3 If County requests changes in Subrecipient's procedures, Subrecipient must make such changes and resubmit the procedures within five (5) business days for County approval.
- 8.5.4 If, at any time, Subrecipient wishes to change Subrecipient's procedures, Subrecipient must submit proposed changes to County's Program Manager for approval before implementation.
- 8.5.5 Subrecipient must preliminarily investigate all complaints and notify County's Program Manager of the status of the investigation within ten (10) business days of receiving the complaint.

- 8.5.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses must be sent to County's Program Manager within five (5) business days of mailing to the complainant.
- 8.5.8 Subrecipient must provide Client an opportunity to anonymously submit a grievance directly to County's Compliance Manager. Subrecipient must ensure that the contact information of County's Compliance Manager is posted in a publicly accessible area and also provided to Client in writing.
- 8.5.9 Subrecipient must provide County an opportunity to consider any grievance whether it is anonymously submitted to County by Client or if it's a grievance that cannot be resolved by Subrecipient. At County's sole discretion, County's written decision regarding the grievance will be final and irrevocable.
- 8.5.10 At a minimum, Subrecipient must incorporate the procedures and provisions of this Subparagraph 8.5 in its written grievance policies.

8.6 COMPLIANCE WITH APPLICABLE LAWS

- 8.6.1 In the performance of this Subaward, Subrecipient must comply with all applicable Federal, State, County and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures. Subrecipient must also comply with all subsequent revisions, modifications, and administrative and statutory changes made thereto by Federal, State and County authorities. All provisions required thereby to be included in this Subaward are hereby incorporated herein by reference.
- 8.6.2 Subrecipient must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Subrecipient, its officers, employees, agents, or Lower Tier Subrecipients, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Subparagraph 8.6 will be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Subrecipient fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Subrecipient for all such costs and

expenses incurred by County in doing so. Subrecipient will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

- 8.6.3 Subrecipient's compliance with applicable laws and regulations includes, but is not limited to, adherence to the mandatory standards and policies relating to the following: Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq.; State's energy efficiency regulations (Title 24 California Code of Regulations); and, Pilot Program for Enhancement of Contractor Employee Whistleblower Protections (Title 48 Code of Federal Regulations Subpart 3.908 and Title 41 United States Code Section 4712). In addition to these standards and policies, when the Maximum Subaward Sum is one hundred thousand dollars (\$100,000) or more, Subrecipient must also adhere to the following policies: Clean Air Act, as amended (Title 42 United States Code Section 7401 et seq.); Federal Water Pollution Control Act, as amended (Title 33 United States Code Section 1251 et seq.); Environmental Protection Agency Regulations (Title 40 Code of Federal Regulations Part 29 and Executive Order 11738); State Contract Act (California Public Contract Code Section 10295 et seq.); and, Unruh Civil Rights Act (California Public Contract Code Section 2010). County reserves the right to review Subrecipient's procedures to ensure that they comply with the statutes, ordinances, regulations, rules, rulings, policies, and procedures of the Federal, State and County authorities, as applicable.
- 8.6.4 Subrecipient certifies that throughout the entirety of this Subaward it will comply with all Federal and State payroll tax rules and employer tax guides; Subrecipient must pay all Federal and State payroll taxes; and Subrecipient must make all tax deposits required by Federal and State laws within the time limits required.
- 8.6.5 Subrecipient's failure to comply with such regulations, rules, ordinances, court rules, municipal laws, directives, policies, Program memoranda and procedures outlined in this Subparagraph 8.6 and/or the provisions, requirements, or conditions of this Subaward, including but not limited to, performance documentation, reporting, audit, and evaluation requirements will be material breach of this Subaward and may result in termination of this Subaward or other remedies available herein.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

- 8.7.1 Subrecipient hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964 [Title 42 United States Code Sections 2000e (1) - 2000e (17), Title 42 United States Code Section 2000d and Title 45 Code of Federal Regulations Part 80] and the Americans with Disabilities Act (ADA) of 1990, to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from

participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Subaward or under any project, program, or activity supported by this Subaward. Additionally, Subrecipient certifies to County:

8.7.1.1 Subrecipient has a written policy statement prohibiting discrimination in all phases of employment.

8.7.1.2 Subrecipient periodically conducts a self-analysis or utilization analysis of its work force.

8.7.1.3 Subrecipient has a system for determining if its employment practices are discriminatory against protected groups.

8.7.1.4 Where problem areas are identified in employment practices, Subrecipient has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.7.2 Notwithstanding any other provision of law and pursuant to the requirements outlined in California Public Contract Code Section 10295.3, when the Maximum Subaward Sum is one hundred thousand dollars (\$100,000) or more, Subrecipient must not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, or discriminate between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminate between same-sex and different-sex domestic partners of employees or between same sex and different-sex spouses of employees. For purposes of this Subparagraph 8.7.2, "subaward" includes subawards and contracts awarded by County to Subrecipient with a cumulative amount of one hundred thousand dollars (\$100,000) or more for the Fiscal Year or Program Year (where the subaward or contract funds originate from the State).

8.7.3 Subrecipient must ensure compliance with the requirements of California Public Contract Code Section 2010 by submitting a completed Exhibit L (California Civil Rights Laws Certification) as directed by County and as a condition of executing this Subaward. The California Civil Rights Laws Certification ensures Subrecipient's compliance with the Unruh Civil Rights Act (California Civil Code Section 51) and the Fair Employment and Housing Act (California Government Code Section 12960), and further ensures that Subrecipient's internal policies are not used in violation of California Civil Rights Laws.

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

8.8.1.1 This Subaward (that is, "Contract") is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified

in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

8.8.2 Written Employee Jury Service Policy

- 8.8.2.1 Unless Subrecipient (that is, "Contractor") has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), Contractor must have and adhere to a written policy that provides that its employees will receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deducts from the employee's regular pay the fees received for jury service.
- 8.8.2.2 For purposes of this subparagraph, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Lower Tier Subrecipient (that is, "Subcontractor") to perform Services for County under this Contract, the Subcontractor will also be subject to the provisions of this subparagraph. The provisions of this subparagraph will be inserted into any such Lower Tier Subaward (that is, "Subcontract") agreement and a copy of the Jury Service Program must be attached to the agreement.
- 8.8.2.3 If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify County's Contract Manager if Contractor at any time either comes within the

Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate, to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

8.8.2.4 Contractor's violation of this subparagraph of the Subaward may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with County enables such employee to influence the granting of this Subaward or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by Subrecipient or have any other direct or indirect financial interest in this Subaward. No officer or employee of Subrecipient who may financially benefit from the performance of Work hereunder will in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

8.9.2 Subrecipient must comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Subaward. Subrecipient warrants that it is not now aware of any facts that create a conflict of interest. If Subrecipient hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to County's Compliance Manager. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph will be a material breach of this Subaward.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST

8.10.1 Should Subrecipient (that is, "Contractor") require additional or replacement personnel after the effective date of this Subaward (that is, "Contract") to perform the Services set forth herein, Contractor must give first consideration for such employment openings to qualified permanent

County employees who are targeted for layoff or to qualified former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS

- 8.11.1 Should Subrecipient (that is, "Contractor") require additional or replacement personnel after the effective date of this Subaward (that is, "Contract"), Contractor will give consideration for any such employment openings to participants in County of Los Angeles Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. County will refer GAIN/START participants by job category to Contractor. Contractor must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.
- 8.11.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

- 8.12.1.1 A responsible Subrecipient (that is, "Contractor") is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform this Subaward (that is, "Contract"). It is County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

- 8.12.2.1 Subrecipient (that is, "Contractor") is hereby notified that, in accordance [Chapter 2.202 of the County Code](#), if County acquires information concerning the performance of Contractor on this Subaward (that is, "Contract") or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts which Contractor may have with County.

8.12.3 Non-responsible Contractor

8.12.3.1 County may debar Subrecipient (that is, "Contractor") if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a non-profit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a non-profit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that Subrecipient (that is, "Contractor") may be subject to debarment, County will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If Contractor has been debarred for a period longer than five (5) years, Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a

bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

8.12.5.1 These terms will also apply to Lower Tier Subrecipients (that is, "Subcontractors") of County contractors.

8.12.6 Contractor hereby acknowledges that County is prohibited from contracting with parties that are suspended, debarred, ineligible or excluded from securing State-funded or Federally funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally funded contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally funded contracts. During the term of this Contract, Contractor must immediately notify County's Compliance Manager in writing should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible or excluded from securing State-funded or Federally funded contracts. Failure of Contractor to

comply with this provision will constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW

8.13.1 Subrecipient (that is, "Contractor") acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at Contractor's place of business. Contractor will also encourage any approved Lower Tier Subrecipients (that is, "Subcontractors"), if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 Subrecipient (that is, "Contractor") acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.14.2 As required by County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting Contractor's duty under this Subaward (that is, "Contract") to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

8.15.1 County or its agent will monitor Subrecipient's (that is, "Contractor's") performance under this Subaward (that is, "Contract") on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and conditions and performance standards, in addition to the regulations outlined in Subparagraph 8.38.3 (Monitoring Reviews). Contractor deficiencies which County determines are significant or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board and listed

in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.16.1 Subrecipient will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Subrecipient or employees or agents of Subrecipient. Such repairs must be made immediately after Subrecipient has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If Subrecipient fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by Subrecipient by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.17.1 Subrecipient warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Subaward meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Subrecipient must obtain from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Subrecipient must retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 Subrecipient must indemnify, defend, and hold harmless, County, its agents, officers and employees from employer sanctions and any other liability which may be assessed against Subrecipient or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Subaward.

8.18 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATION

- 8.18.1 This Subaward may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Subaward. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.
- 8.18.2 County and Subrecipient hereby agree to regard electronic representations of original signatures of authorized officers of each party,

when appearing in appropriate places on the Subaward and any Amendments prepared pursuant to Subparagraph 8.1 (Amendments) and received via communications facilities (facsimile, email, or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Subaward.

8.19 FAIR LABOR STANDARDS

- 8.19.1 Subrecipient must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless County and its agents, officers and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for Work performed by Subrecipient's employees for which County may be found jointly or solely liable.

8.20 FORCE MAJEURE

- 8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Subaward, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's lower tier subrecipients), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph 8.20 as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a Lower Tier Subrecipient of Subrecipient will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Subrecipient and such Lower Tier Subrecipient, and without any fault or negligence of either of them. In such case, Subrecipient will not be liable for failure to perform, unless the goods or Services to be furnished by the Lower Tier Subrecipient were obtainable from other sources in sufficient time to permit Subrecipient to meet the required performance schedule. As used in this Subparagraph 8.20, the term "Lower Tier Subrecipient" and "Lower Tier Subrecipients" mean Lower Tier Subrecipients at any tier.
- 8.20.3 In the event Subrecipient's failure to perform arises out of a force majeure event, Subrecipient agrees to use commercially reasonable best efforts to obtain goods or Services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

- 8.21.1 This Subaward will be governed by, and construed in accordance with, the laws of the State of California. Subrecipient agrees and consents to the

exclusive jurisdiction, including personal jurisdiction, of the courts of the State of California for all purposes regarding this Subaward, and further agrees and consents that venue of any action brought hereunder will be exclusively in the County.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Subaward is by and between County and Subrecipient and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Subrecipient. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 Subrecipient will be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Subaward all compensation and benefits. County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Subrecipient.
- 8.22.3 Subrecipient understands and agrees that all persons performing Work pursuant to this Subaward are, for purposes of Workers' Compensation liability, solely employees of Subrecipient and not employees of County. Subrecipient will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Subrecipient pursuant to this Subaward.
- 8.22.4 Subrecipient must adhere to the provisions stated in Subparagraph 7.6 (Confidentiality).

8.23 INDEMNIFICATION

- 8.23.1 Subrecipient must indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, agents, and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Subaward, except for such loss or damage arising from the sole negligence or willful misconduct of County indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

- 8.24.1 Without limiting Subrecipient's indemnification of County, and in the performance of this Subaward and until all of its obligations pursuant to this Subaward have been met, Subrecipient must provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Subparagraph 8.24 and Subparagraph 8.25 (Insurance Coverage) of this Subaward. These minimum insurance coverage terms, types, and

limits ("Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Subrecipient pursuant to this Subaward. County in no way warrants that the Required Insurance is sufficient to protect Subrecipient for liabilities which may arise from or relate to this Subaward.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage ("Certificate") satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given Insured status under Subrecipient's General Liability policy, must be delivered to County's Contract Manager at the address shown below and provided prior to commencing Services under this Subaward.

8.24.2.2 Renewal Certificates must be provided to County's Contract Manager not less than ten (10) days prior to Subrecipient's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Subrecipient and/or Lower Tier Subrecipient insurance policies at any time.

8.24.2.3 Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Subaward by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of Subrecipient identified as the contracting party in this Subaward. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

8.24.2.4 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Subrecipient, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Aging and Disabilities Department
Contracts Management Division
Attention: County's Contract Manager

510 South Vermont Avenue
Los Angeles, CA 90020

8.24.2.6 Subrecipient also must promptly report to County's Program Manager any injury or property damage accident or incident, including any injury to a Subrecipient employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Subrecipient. Subrecipient also must promptly notify County's Program Manager of any third-party claim or suit filed against Subrecipient or any approved Lower Tier Subrecipients which arises from or relates to this Subaward, and could result in the filing of a claim or lawsuit against Subrecipient and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

8.24.3.1 The County, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively County and its Agents) must be provided additional insured status under Subrecipient's General Liability policy with respect to liability arising out of Subrecipient's ongoing and completed operations performed on behalf of County. County and its Agents' additional insured status will apply with respect to liability and defense of suits arising out of Subrecipient's acts or omissions, whether such liability is attributable to Subrecipient or to County. The full policy limits and scope of protection also must apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

8.24.4.1 Subrecipient must provide County with, or Subrecipient's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County's Contract Manager at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Subaward, in the sole discretion of County, upon which County may suspend or terminate this Subaward.

8.24.5 Failure to Maintain Insurance

8.24.5.1 Subrecipient's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of this Subaward, upon which County immediately may withhold payments due to Subrecipient, and/or suspend or terminate this Subaward. County, at its sole discretion, may obtain damages from Subrecipient resulting from said breach. Alternatively, County may purchase the Required Insurance, and without further notice to Subrecipient, deduct the premium cost from sums due to Subrecipient or pursue Subrecipient reimbursement.

8.24.6 Insurer Financial Ratings

8.24.6.1 Coverage must be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Subrecipient's Insurance Must Be Primary

8.24.7.1 Subrecipient's insurance policies, with respect to any claims related to this Subaward, must be primary with respect to all other sources of coverage available to Subrecipient. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Subrecipient coverage.

8.24.8 Waivers of Subrogation

8.24.8.1 To the fullest extent permitted by law, Subrecipient hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Subaward. Subrecipient must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Lower Tier Subrecipient Insurance Coverage Requirements

8.24.9.1 Subrecipient must include all Lower Tier Subrecipients as insureds under Subrecipient's own policies or must provide County with each Lower Tier Subrecipient's separate evidence of insurance coverage. Subrecipient will be responsible for verifying that each Lower Tier Subrecipient complies with the Required Insurance provisions herein and must require that each Lower Tier Subrecipient name County and Subrecipient as additional insureds on the Lower Tier Subrecipient's General Liability policy. Subrecipient must obtain County's prior review and approval of any Lower Tier

Subrecipient request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

8.24.10.1 Subrecipient's policies will not obligate County to pay any portion of any Subrecipient deductible or SIR. County retains the right to require Subrecipient to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Subrecipient's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

8.24.11.1 If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Subaward. Subrecipient understands and agrees it will maintain such coverage for a period of not less than three (3) years following Subaward expiration, termination, or cancellation.

8.24.12 Application of Excess Liability Coverage

8.24.12.1 Subrecipient may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

8.24.13.1 All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

8.24.14.1 County reserves the right to review, and then approve, Subrecipient use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. County and its Agents must be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

- 8.24.15.1 County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability

- 8.25.1.1 Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability

- 8.25.2.1 Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than one million dollars (\$1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Subrecipient's use of autos pursuant to this Subaward, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability

- 8.25.3.1 Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million dollars (\$1,000,000) per accident. If Subrecipient will provide leased employees, or is an employee leasing or temporary staffing firm or a professional employer organization ("PEO"), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Subrecipient's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Sexual Misconduct Liability

- 8.25.4.1 Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million dollars (\$2,000,000) per claim and two million dollars (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training, or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment, or maltreatment of a sexual nature.
- 8.25.5 **Intentionally Omitted**
- 8.25.6 **Property Coverage**
 - 8.25.6.1 Subrecipient who is given exclusive use of County owned or leased property must carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30). County and its Agents must be named as an Additional Insured and Loss Payee on Subrecipient's insurance as its interests may appear. Automobiles and mobile equipment must be insured for their actual cash value. Real property and all other personal property must be insured for their full replacement value.
- 8.25.7 **Intentionally Omitted**
- 8.25.8 **Intentionally Omitted**
- 8.25.9 **Cyber Insurance Liability**
 - 8.25.9.1 Subrecipient must secure and maintain cyber liability insurance coverage with limits of at least three million dollars (\$3,000,000) per occurrence and in the aggregate during the term of Subaward, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of Service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of Subaward. Subrecipient must add County as an additional insured to its cyber liability insurance policy and provide to County certificates of insurance evidencing the foregoing upon County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon Subrecipient's liability or as full

performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of County's Director, or their designee, Subrecipient is deemed to be non-compliant with the terms and obligations assumed hereby, County's Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment, or deduct pro rata from Subrecipient's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to Subrecipient from County, will be forwarded to Subrecipient by County's Director, or their designee, in a written notice describing the reasons for said action.

8.26.2 If County's Director, or their designee determines that there are deficiencies in the performance of this Subaward that County's Director, or their designee deems are correctable by Subrecipient over a certain time span, County's Director, or their designee will provide a written notice to Subrecipient to correct the deficiency within specified time frames. Should Subrecipient fail to correct deficiencies within said time frame, County's Department Director, or their designee may take any of the actions identified in Subparagraph 8.26.3.

8.26.3 Remedies for Non-Performance of Subaward

8.26.3.1 County may deduct from Subrecipient's payment, pro rata, those applicable portions of the monthly Subaward Sum at County's sole discretion.

8.26.3.2 County may deduct liquidated damages at County's sole discretion. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Subrecipient to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages per day per infraction will be one hundred dollars (\$100) or as specified in Exhibit A (Statement of Work and Attachments), Attachment 2 (Performance Requirements Summary). Subrecipient will be liable to County for liquidated damages in said amount and this amount will be deducted from County's payment to Subrecipient.

8.26.3.3 Upon giving five (5) days' notice to Subrecipient for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be

County forces or separate private contractor, will be deducted and forfeited from the payment to Subrecipient from County, as determined by County.

- 8.26.4 The action noted in Subparagraph 8.26.3 will not be construed as a penalty, but as adjustment of payment to Subrecipient to recover County cost due to the failure of Subrecipient to complete or comply with the provisions of this Subaward.
- 8.26.5 This Subparagraph must not, in any manner, restrict or limit County's right to damages for any breach of this Subaward provided by law or as specified in Exhibit A (Statement of Work and Attachments), Attachment 2 (Performance Requirements Summary) or Subparagraph 8.26.3, and must not, in any manner, restrict or limit County's right to terminate this Subaward as agreed to herein. This Subparagraph 8.26 may be assessed as an option. It does not preclude utilizing Exhibit A (Statement of Work and Attachments), Attachment 2 (Performance Requirements Summary) or assessing actual costs of the damage.

8.27 **MOST FAVORED PUBLIC ENTITY**

- 8.27.1 If Subrecipient's prices decline or should Subrecipient at any time during the term of this Subaward provide the same goods or Services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Subaward, then such lower prices must be immediately extended to County.

8.28 **NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- 8.28.1 Subrecipient (that is, "Contractor") certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 Contractor certifies to County each of the following:
 - 8.28.2.1 Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - 8.28.2.2 Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - 8.28.2.3 Contractor has a system for determining if its employment practices are discriminatory against protected groups.

- 8.28.2.4 Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3 Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to; employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 Contractor certifies and agrees that it will deal with any approved Lower Tier Subrecipients (that is, "Subcontractors"), bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies must comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Subaward (that is, "Contract") or under any project, program or activity supported by this Contract.
- 8.28.6 Contractor will allow County representatives access to Contractor's employment records during County's business hours to verify compliance with the provisions of this Subparagraph 8.28 when so requested by County.
- 8.28.7 If County finds that any provisions of this Subparagraph 8.28 have been violated, such violation will constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal, or State anti-discrimination laws or regulations will constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON-EXCLUSIVITY

8.29.1 Nothing herein is intended nor will be construed as creating any exclusive arrangement with Subrecipient. This Subaward will not restrict County from acquiring similar, equal or like goods and/or Services from other entities or sources.

8.30 NOTICE OF DELAYS

8.30.1 Except as otherwise provided under this Subaward, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Subaward, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

8.31.1 Subrecipient must bring to the attention of County's Program Manager and/or County's Contract Manager any dispute between County and Subrecipient regarding the performance of Services as stated in this Subaward. If County's Program Manager or County's Contract Manager is not able to resolve the dispute, County's Director, or their designee will resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

8.32.1 Subrecipient must notify its employees, and will require each Lower Tier Subrecipient to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service (IRS) Notice 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

8.33.1 Subrecipient (that is, "Contractor") must notify and provide to its employees, and will require each Lower Tier Subrecipient (that is, "Subcontractor") to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Subaward (that is, "Contract"). Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 NOTICES

8.34.1 All notices or demands required or permitted to be given or made under this Subaward must be in writing and will be hand-delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid,

addressed to the parties as identified in Exhibit D (County's Administration) and Exhibit E (Subrecipient's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. County's Contract Manager or their designee will have the authority to issue all notices or demands required or permitted by County under this Subaward.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

8.35.1 Notwithstanding the above, Subrecipient and County agree that, during the term of this Subaward and for a period of one (1) year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by Subrecipient, all information obtained in connection with County's right to audit and inspect Subrecipient's documents, books, and accounting records pursuant to Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), as well as those documents which were required to be submitted in response to the solicitation used to procure this Subaward, become the exclusive property of County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq. \(Public Records Act\)](#), and which are marked "trade secret", "confidential" or "proprietary". County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential" or "proprietary", Subrecipient agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in an action or liability arising under the California Public Records Act.

8.37 PUBLICITY

8.37.1 Subrecipient must not disclose any details in connection with this Subaward to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Subrecipient's need to identify its Services and related Clients to sustain itself, County will not inhibit Subrecipient from publishing its role under this Subaward within the following conditions:

8.37.1.1 Subrecipient must develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Subaward, Subrecipient will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Contract Manager.

8.37.2 Without the prior written consent of County, Subrecipient may indicate in its proposals and sales materials that it has been granted this Subaward with County of Los Angeles, provided that the requirements of this Subparagraph 8.37 will apply.

8.37.3 Subrecipient will not use or display the official seal of County of Los Angeles or the logo of Aging and Disabilities Department on any of its letterhead or other communications with any debtor, or for any other reason, unless each form of usage has prior written approval of the Board.

8.38 RECORD RETENTION, INSPECTION AND AUDIT SETTLEMENT

8.38.1 Record Retention Requirements

8.38.1.1 Subrecipient must maintain accurate and complete financial records (such as bank statements, cancelled checks or other proof of payment) of its activities and operations relating to this Subaward in accordance with Generally Accepted Accounting Principles. Subrecipient must also maintain all materials, including, but not limited to, complete employment records (such as timecards, sign-in/sign-out sheets and other time and employment records), supporting Program documents and proprietary data and information relating to its performance of this Subaward. Subrecipient must further maintain on file the entirety of this Subaward, its amendments and/or addendums, modifications and all applicable laws, regulations, directives, Program memoranda and guidance which are hereby incorporated by reference. Subrecipient must ensure that the security and integrity of all records are maintained throughout the entire term of this Subaward and during the authorized retention period as outlined below.

8.38.1.2 Subrecipient must adhere to the requirements of the authorized retention period, which will be the greater of the following: throughout the entire term of this Subaward and until an audit of this Subaward by County and/or its duly authorized representative(s) has occurred and a written audit resolution has been issued or unless otherwise authorized in writing by County; or, for such longer period, if any, as required by applicable statute, by any other provision of this Subaward, by Subparagraphs 8.38.2.2 and 8.38.2.3 or as

County deems necessary (which will be communicated to Subrecipient in writing).

8.38.1.3 All such material must be maintained by Subrecipient at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Subrecipient must pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1.4 After the authorized retention period has expired, Subrecipient must dispose of, shred, or destroy all confidential records in a manner that will maintain confidentiality. Subrecipient must obtain a certificate of destruction to substantiate that all confidential records have been securely destroyed. Subrecipient must notify County's Contract Manager in writing within thirty (30) days after such records are destroyed. The certificate of destruction must be provided to County's Contract Manager upon County's request.

8.38.2 Access to Records

8.38.2.1 Subrecipient agrees that County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives), must have both access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Subaward, any books, documents, papers and records of Subrecipient that are directly pertinent to this Subaward (as determined by County and its duly authorized representatives). The rights of access which are outlined in this Subaward must not be limited to the authorized retention period but must last as long as the records are retained.

8.38.2.2 If this Subaward (or any part thereof) is terminated, Subrecipient must preserve and make all records, relating to the Work terminated, available during the authorized retention period of this Subaward. Subrecipient must ensure that any resource directories and all Client records remain the property of County upon termination of this Subaward, and that they are returned to County or transferred to another subrecipient as instructed by County in writing.

8.38.2.3 In the event of any litigation, claim, negotiation, audit exception or other action involving the records, Subrecipient

must maintain all records relative to such action and must make them available to County and/or its duly authorized representatives until every action has been cleared to the satisfaction of County and/or its duly authorized representatives, and such clearance must be evidenced to Subrecipient in writing.

- 8.38.2.4 County reserves the right to take physical custody of Subrecipient's records when any of the following situations occur: in the event that a potential litigation may be levied against Subrecipient for its Work performed under this Subaward; when County determines that Subrecipient is at a high risk of ceasing its operations during any time within the Subaward term or prior to the end of the retention period; when County determines that the records have long-term value; and/or, in the event that County and Subrecipient terminate the contractual relationship. For purposes of this Subaward, high risk is determined by County using criteria which includes but is not limited to the following: history of unsatisfactory contractual performance; financial instability or insolvency; documented evidence of an inadequate management system and lack of internal controls; non-conformance to the terms and conditions of previous awards; non-responsible; and/or history of disallowed costs.

8.38.3 **Monitoring Reviews**

- 8.38.3.1 Subrecipient must provide the Services herein under the general supervision of County's Director and their authorized administrators who are designated in Paragraph 6.0 (Administration of Subaward-County). County will supervise, monitor, and specify the kind, quality, appropriateness, timeliness, and amount of the Services to be provided by Subrecipient as well as the criteria for determining the persons to be served (Clients). Subrecipient must extend to County and to representatives authorized by County (including, but not limited to, State and Federal representatives) the right to observe, review and monitor Subrecipient's facilities, programs, records, procedures, performance, activities, or documents, which are used under this Subaward. Subrecipient must provide County (or other designated authorities) the right to conduct such reviews at any time during County's business hours. County (or other designated authorities) will not unreasonably interfere with Subrecipient's performance. The requirements of this Subparagraph 8.38 will also apply to Lower Tier Subrecipients providing Services on behalf of Subrecipient.

8.38.3.1.1 Subrecipient acknowledges County is required to verify directly with clients that they have received the Services specified in this Agreement and billed by Subrecipient to County. Subrecipient must provide all client contact information upon request.

8.38.3.1.2 Failure to provide client verification or other information as requested by County, or its representatives, will be considered noncompliance. Noncompliance penalties include sanctioning, which may consist of suspension, withholding of invoice payments and/or disallowed costs, and all other rights County reserves in noncompliance situations as established in this Agreement, up to and including termination.

8.38.3.2 County will monitor Subrecipient's Services provided under this Subaward on a regular basis and County may conduct unannounced site visits to ensure Subrecipient's compliance with this Subaward. County will summarize the results of the monitoring efforts in written reports, which will be supported with documented evidence of follow-up actions taken to correct areas of non-compliance. Monitoring activities may include, but are not limited to interviewing Subrecipient employees and, when applicable, Clients; entering any premises or any site in which any of the Services or activities funded are being conducted or in which any records of Subrecipient are kept; etc. All information will be maintained in a confidential manner in accordance with any and all Federal, State, and local laws.

8.38.3.3 Subrecipient must be responsible for monitoring the activities of any approved Lower Tier Subrecipient(s) providing Services under this Subaward. Subrecipient must conduct on-site fiscal and program monitoring reviews which must be documented and maintained on file according to the record retention requirements provided in this Subparagraph 8.38. Subrecipient must ensure that Lower Tier Subrecipient(s) adheres to all requirements for correcting areas of non-compliance, and implements the corrective action plan which has been approved by Subrecipient.

8.38.4 **Independent Audit Requirements**

8.38.4.1 Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq. requires that organizations which expend seven hundred fifty

thousand dollars (\$750,000) or more in a year in Federal awards, including pass-through awards, must obtain an annual single audit. When Subrecipient's organization meets this requirement (as specified in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq.), Subrecipient must ensure that such audit will be conducted by an independent auditor in accordance with the requirements outlined in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq. (and any amendments or supplements thereto). Subrecipient must submit an audit engagement letter as confirmation of the audit to be conducted by the independent auditor and such letter must be submitted to County's Compliance Manager in the time and manner as directed by County. Upon auditor's completion of the single audit, Subrecipient must obtain both the data collection form and the reporting package (i.e., auditor's report), as described in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq., from the auditor for each audit period (i.e., each Fiscal Year or Program Year). Subrecipient must submit a copy of the auditor's report to County's Compliance Manager within thirty (30) days after receipt of auditor's report but no later than nine (9) months following the end of the audit period.

- 8.38.4.2 When the requirements provided above for obtaining an annual audit do not apply to Subrecipient for any Fiscal Year (or Program Year), Subrecipient must make its records available for review or audit by County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives). Such review or audit may include but is not limited to financial audits, performance audits, evaluations, inspections, monitoring, etc. as determined by County and/or by any other oversight agency that is responsible for overseeing Subaward Sums, the Program and Services. Subrecipient must comply with the review and audit requirements which must be identified in writing by County and/or its duly authorized representatives.
- 8.38.4.3 In the event that an audit of Subrecipient is conducted specifically regarding this Subaward by any Federal or State auditor, or by any auditor or accountant employed by Subrecipient or otherwise, then Subrecipient must file a copy of such audit report with County's Compliance Manager

within thirty (30) days of Subrecipient's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Subaward. Subject to applicable law, County will make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.38.4.4 If, at any time during the term of this Subaward or during the authorized retention period of this Subaward as noted in Subparagraph 8.38.1, representatives of County conduct an audit of Subrecipient regarding the Work performed under this Subaward, and if such audit finds that County's dollar liability for any such Work is less than payments made by County to Subrecipient, then the difference will be either: a) repaid by Subrecipient to County by cash payment upon demand; or, b) at the sole option of County of Los Angeles Department of Auditor-Controller, deducted from any amounts due to Subrecipient from County, whether under this Subaward or otherwise. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Subrecipient, then the difference will be paid to Subrecipient by County by cash payment, provided that in no event will County's maximum obligation for this Subaward exceed the funds appropriated by County for the purpose of this Subaward.

8.38.5 Failure to Comply with Requirements

- 8.38.5.1 Failure on the part of Subrecipient to comply with any of the provisions of this Subparagraph 8.38 will constitute a material breach of this Subaward upon which County may terminate or suspend this Subaward.

8.39 RECYCLED BOND PAPER

- 8.39.1 Consistent with the Board policy to reduce the amount of solid waste deposited at Los Angeles County landfills, Subrecipient agrees to use recycled-content paper to the maximum extent possible on this Subaward.

8.40 LOWER TIER SUBAWARD

- 8.40.1 Subrecipient will not delegate the requirements of this Subaward to a third-party ("Lower Tier Subrecipient") without the advance written approval of County. Any attempt by Subrecipient to enter into a Lower Tier Subaward for that purpose without the prior written consent of County will be deemed a material breach of this Subaward. Subrecipient must provide a draft copy of the proposed Lower Tier Subaward to County's Contract Manager, and must allow County up to sixty (60) days to complete its review process. As such, Subrecipient must ensure that it provides the Lower Tier Subaward to County well in advance of its intended date to execute the Lower Tier

Subaward (i.e., in order for Subrecipient to meet its target date for executing the Lower Tier Subaward, Subrecipient must factor up to sixty (60) days into its timeline to account for County's review process).

- 8.40.2 If Subrecipient desires to enter into a Lower Tier Subaward for the purpose of delegating any of the requirements of this Subaward, Subrecipient must complete Exhibit T (List of Lower Tier Subawards) and at County's request must promptly provide the following information either on or along with Exhibit T (List of Lower Tier Subawards):
 - 8.40.2.1 Lower Tier Subrecipient's name and contact information; a description of the Work to be performed by Lower Tier Subrecipient; Lower Tier Subaward number; and Lower Tier Subaward amount.
 - 8.40.2.2 A draft copy of the proposed Lower Tier Subaward.
 - 8.40.2.3 Other pertinent information and/or certifications requested by County.
- 8.40.3 Subrecipient must indemnify, defend, and hold County harmless with respect to the activities of each and every Lower Tier Subrecipient in the same manner and to the same degree as if such Lower Tier Subrecipient(s) was Subrecipient's employee.
- 8.40.4 Subrecipient will remain fully responsible for all performances required of it under this Subaward, including those that Subrecipient has determined to grant through a Lower Tier Subaward, notwithstanding County's approval of Subrecipient's proposed Lower Tier Subaward.
- 8.40.5 County's consent to allow Subrecipient to enter into a Lower Tier Subaward with a third-party will not waive County's right to prior and continuing approval of any and all personnel, including Lower Tier Subrecipient employees, providing Services under this Subaward. Subrecipient is responsible for notifying any approved Lower Tier Subrecipients of this County right.
- 8.40.6 County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Lower Tier Subaward and Lower Tier Subrecipient employees. After County's approval of the Lower Tier Subaward, Subrecipient must forward a copy of the fully executed Lower Tier Subaward to County's Contract Manager within five (5) days of its execution.
- 8.40.7 Subrecipient will be solely liable and responsible for all payments or other compensation to all Lower Tier Subrecipients and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding County's consent to allow Subrecipient to enter into such Lower Tier Subaward(s).

- 8.40.8 Subrecipient must obtain current valid certificates of insurance, which establish that each Lower Tier Subrecipient maintains all the programs of insurance required by County in accordance with Subparagraph 8.24.9 (Lower Tier Subrecipient Insurance Coverage Requirements). In addition to meeting the requirements noted in Subparagraph 8.24 (General Provisions for All Insurance Coverage) and Subparagraph 8.25 (Insurance Coverage), such certificates of insurance must also indicate the Lower Tier Subaward number for each Lower Tier Subrecipient. Before any Lower Tier Subrecipient employee performs any Work hereunder, Subrecipient must ensure delivery of all such documents to County's Contract Manager or designee.
- 8.40.9 Amending a Lower Tier Subaward may be initiated by either Subrecipient or County. When an amendment is initiated by County, County will outline the reason(s) for the amendment and Subrecipient must comply with County's request. All Lower Tier Subaward amendments are subject to review and must be approved in writing by County before they are executed. Subrecipient must provide a draft copy of the proposed amendment to County's Contract Manager, and must allow County up to thirty (30) days to complete its review process. After County's approval of Subrecipient's amendment, Subrecipient must forward a copy of the fully executed amendment to County's Contract Manager within five (5) days of its execution.
- 8.40.10 Subrecipient must adhere to all applicable Federal, State and/or County requirements for the procurement of a Lower Tier Subrecipient(s) and/or vendor services using Subaward Sums.
- 8.40.11 In the event County approves Subrecipient's request to delegate any part of the requirements of this Subaward through a Lower Tier Subaward, all applicable provisions, and requirements of this Subaward must be made applicable to such Lower Tier Subaward. To this end, Subrecipient must include the following provision in the Lower Tier Subaward: This agreement is a Lower Tier Subaward under the terms of a prime Subaward (identified as Subaward Number ENP242509) with County of Los Angeles Aging and Disabilities Department and will be subject to all of the provisions of such prime Subaward. All representations and warranties under this Lower Tier Subaward must inure to the benefit of County of Los Angeles.
- 8.40.12 Pursuant to the provisions of this Subaward, County has the right to review and consent (or not consent) to Subrecipient's use of Lower Tier Subrecipients that have been procured in compliance with State and/or federal guidelines applicable to the funding source(s) identified in Subparagraph 5.1.2 (Funding Allocations). County's approval of the proposed Lower Tier Subaward will not be deemed as validation of the procurement method used by Subrecipient, and only reflects County's approval as to the form of the Lower Tier Subaward terms and conditions as well as the services being provided under such agreement.

- 8.40.13 When entering into a Lower Tier Subaward with a qualified organization, Subrecipient must maintain documentation that supports/justifies the procurement method and evaluation process used by Subrecipient to select the qualified vendor for a Lower Tier Subaward. County's continuing consent to a Lower Tier Subaward is contingent upon Subrecipient's assurance that the procurement process was compliant with the requirements noted herein as well as all other Subaward requirements, and that the Lower Tier Subrecipient continues to retain staff and infrastructure experienced with providing the necessary services.
- 8.40.14 This Subaward and any approved Lower Tier Subaward are subject to monitoring and/or review by County, State, and/or federal funding authorities. If Subrecipient executes a Lower Tier Subaward that is deemed non-compliant with the requirements of this Subaward or applicable federal, State, or County regulations, any costs incurred under that Lower Tier Subaward may be disallowed, resulting in Subrecipient's liability to County for the repayment of any charged costs and/or not being reimbursed for any of those incurred costs yet to be billed.
- 8.40.15 Subrecipient must ensure that any approved Lower Tier Subrecipient(s) complies with the requirements of California Public Contract Code Section 2010 by submitting a completed Exhibit L (California Civil Rights Laws Certification) for Lower Tier Subrecipient(s) as a condition of executing this Subaward.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.41.1 Failure of Subrecipient (that is, "Contractor") to maintain compliance with the requirements set forth in Subparagraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute default under this Subaward (that is, "Contract"). Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which County may terminate this Contract pursuant to Subparagraph 8.43 (Termination for Default) and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

8.42 TERMINATION FOR CONVENIENCE

- 8.42.1 County may terminate this Subaward, in whole or in part, from time to time or permanently, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of Work hereunder will be effected by notice of termination to Subrecipient specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than thirty (30) calendar days after the notice is sent.

- 8.42.2 After receipt of a notice of termination and except as otherwise directed by County, Subrecipient must:
- 8.42.2.1 Stop Work under this Subaward on the date and to the extent specified in such notice;
 - 8.42.2.2 Complete performance of such part of the Work as would not have been terminated by such notice;
 - 8.42.2.3 Transfer title and deliver to County all completed Work and Work in progress.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Subrecipient under this Subaward must be maintained by Subrecipient in accordance with Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).

8.43 TERMINATION FOR DEFAULT

- 8.43.1 County may, by written notice to Subrecipient, terminate the whole or any part of this Subaward, if, in the judgment of County:
- 8.43.1.1 Subrecipient has materially breached this Subaward; or
 - 8.43.1.2 Subrecipient fails to timely provide and/or satisfactorily perform any task, deliverable, Service, or other work required under this Subaward; or
 - 8.43.1.3 Subrecipient fails to demonstrate a high probability of timely fulfillment of performance requirements under this Subaward, or of any obligations of this Subaward and in either case, fails to demonstrate convincing progress toward a cure within five (5) business days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
- 8.43.2 In the event that County terminates this Subaward in whole or in part as provided in Subparagraph 8.43.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and Services similar to those so terminated. Subrecipient will be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and Services. Subrecipient will continue the performance of this Subaward to the extent not terminated under the provisions of this Subparagraph 8.43.
- 8.43.3 Except with respect to defaults of any Lower Tier Subrecipient, Subrecipient will not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Subaward arises out of causes beyond the control and without the fault or negligence of Subrecipient. Such causes may include, but are not limited to acts of

nature or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Subrecipient. If the failure to perform is caused by the default of a Lower Tier Subrecipient, and if such default arises out of causes beyond the control of both Subrecipient and Lower Tier Subrecipient, and without the fault or negligence of either of them, Subrecipient will not be liable for any such excess costs for failure to perform, unless the goods or Services to be furnished by the Lower Tier Subrecipient were obtainable from other sources in sufficient time to permit Subrecipient to meet the required performance schedule. As used in this Subparagraph 8.43, the term "Lower Tier Subrecipient(s)" means Lower Tier Subrecipient(s) at any tier.

- 8.43.4 If, after County has given notice of termination under the provisions of this Subparagraph 8.43, it is determined by County that Subrecipient was not in default under the provisions of this Subparagraph 8.43, or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Subparagraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of County provided in this Subparagraph 8.43, will not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

8.44 **TERMINATION FOR IMPROPER CONSIDERATION**

- 8.44.1 County may, by written notice to Subrecipient (that is "Contractor"), immediately terminate the right of Contractor to proceed under this Subaward (that is, "Contract") if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.44.2 Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

- 8.45.1 County may terminate this Subaward forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of Subrecipient. Subrecipient will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Subrecipient is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding Subrecipient under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for Subrecipient; or

8.45.1.4 The execution by Subrecipient of a general assignment for the benefit of creditors.

- 8.45.2 The rights and remedies of County provided in this Subparagraph 8.45 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

8.46 TERMINATION FOR NON - ADHERENCE OF COUNTY LOBBYIST ORDINANCE

- 8.46.1 Subrecipient (that is, "Contractor") and each County Lobbyist or County Lobbying firm, as defined in Los Angeles [County Code Section 2.160.010](#), retained by Contractor must fully comply with County's Lobbyist Ordinance, Los Angeles [County Code Chapter 2.160](#). Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance will constitute a material breach of this Subaward (that is, "Contract"), upon which County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON - APPROPRIATION OF FUNDS

- 8.47.1 Notwithstanding any other provision of this Subaward, County will not be obligated for Subrecipient's performance hereunder or by any provision of this Subaward during any of County's future Fiscal Years unless and until County's Board appropriates funds for this Subaward in County's budget for each such future Fiscal Year. In the event that funds are not appropriated for this Subaward, then this Subaward will terminate as of June 30 of the last Fiscal Year for which funds were appropriated. County

will notify Subrecipient in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

8.48.1 If any provision of this Subaward or the application thereof to any person or circumstance is held invalid, the remainder of this Subaward and the application of such provision to other persons or circumstances will not be affected thereby.

8.49 WAIVER

8.49.1 No waiver by County of any breach of any provision of this Subaward will constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Subaward will not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.49, will not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 Subrecipient warrants that no person or selling agency has been employed or retained to solicit or secure this Subaward upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Subrecipient for the purpose of securing business.

8.50.2 For breach of this warranty, County will have the right to terminate this Subaward and, at its sole discretion, deduct from the Subaward Sum or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.51.1 Subrecipient acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Subrecipient qualifies for an exemption or exclusion, Subrecipient warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Subaward will maintain compliance, with [Los Angeles County Code Chapter 2.206](#). Prior to the commencement of this Subaward, Subrecipient will complete Exhibit V (Certification of Compliance with County's Defaulted Property Tax Reduction Program) and submit it to County's Contract Analyst in the time and manner as designated by County.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY' S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.52.1 Failure of Subrecipient to maintain compliance with the requirements set forth in Subparagraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program), will constitute default under this Subaward. Without limiting the rights and remedies available to County under any other provision of this Subaward, failure of Subrecipient to cure such default within ten (10) days of notice will be grounds upon which County may terminate this Subaward and/or pursue debarment of Subrecipient, pursuant to [Los Angeles County Code Chapter 2.206](#). Prior to the commencement of this Subaward, Subrecipient must complete Exhibit V (Certification of Compliance with County's Defaulted Property Tax Reduction Program) and submit it to County's Contract Manager in the time and manner as designated by County.

8.53 TIME OFF FOR VOTING

8.53.1 Subrecipient must notify and provide its employees, and must require each Lower Tier Subrecipient to notify and provide its employees, information regarding the time off for voting law pursuant to [California Elections Code Section 14000](#). Not less than ten (10) days before every statewide election, Subrecipient and any approved Lower Tier Subrecipient(s) must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

8.54 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING POLICY

8.54.1 Subrecipient (that is, "Contractor") acknowledges that County has established a Zero Tolerance Human Trafficking Policy which prohibits Contractor and member of Contractor's staff from engaging in human trafficking.

8.54.2 If Contractor or member of Contractor's staff is convicted of a human trafficking offense, County will require that Contractor or member of Contractor's staff be removed immediately from performing Services under this Subaward (that is, "Contract"). County will not be under any obligation to disclose confidential information regarding the offense(s) other than those required by law.

8.54.3 Disqualification of Contractor or member of Contractor's staff pursuant to this Subparagraph 8.54 will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

8.55 **INTENTIONALLY OMITTED**

8.56 **COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES**

8.56.1 Subrecipient (that is, "Contractor"), and its Lower Tier Subrecipient(s) must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this Subparagraph 8.56 may constitute a material breach of this Subaward (that is, "Contract"). In the event of such material breach, County may, in its sole discretion, terminate this Contract.

8.57 **COMPLIANCE WITH COUNTY POLICY OF EQUITY**

8.57.1 Subrecipient acknowledges that County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Subrecipient further acknowledges that County strives to provide a workplace free from discrimination, harassment, retaliation, and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Subrecipient, its employees and Lower Tier Subrecipient(s) acknowledge and certify receipt and understanding of the CPOE. Failure of Subrecipient, its employees or any approved Lower Tier Subrecipient(s) to uphold County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Subrecipient to termination of contractual agreements as well as civil liability.

8.58 **PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)**

8.58.1 A Proposer, or a Subrecipient (that is, "Contractor") or its subsidiary or Lower Tier Subrecipient (that is, "Subcontractor") ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of County. A violation of this provision will result in the disqualification of Proposer/Contractor from participation in County solicitation or the termination or cancellation of any resultant County contract.

8.59 **INJURY AND ILLNESS PREVENTION PROGRAM**

8.59.1 Subrecipient will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.60 **CAMPAIGN CONTRIBUTION PROHIBITING FOLLOWING FINAL DECISION IN SUBAWARD PROCEEDING**

8.60.1 Pursuant to [Government Code Section 84308](#), Subrecipient and its Lower Tier Subrecipients, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Subaward. Failure to comply with the provisions of [Government Code Section 84308](#) and of this subparagraph, may be a material breach of this Subaward as determined in the sole discretion of the County.

9.0 NIQUE TERMS AND CONDITIONS

9.1 ALLEGATIONS OF FRAUD AND/OR ABUSE

9.1.1 Fraud Prevention Reporting

9.1.1.1 Subrecipient's staff working on this Subaward must immediately report all suspected or actual instances of fraud as designated in Exhibit Q (Accounting, Administration and Reporting Requirements).

9.1.2 Child Abuse Reporting

9.1.2.1 Subrecipient's staff working on this Subaward must comply with the Child Abuse and Neglect Reporting Act (California Penal Code (PC) Section 11164 et seq.), and must report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by the referenced Penal Code. Additionally, Subrecipient's staff working on this Subaward must also report such abuse to the County of Los Angeles Department of Children and Family Services by calling the hotline at (800) 540-4000 within twenty-four (24) hours of discovering or suspecting the abuse. Subrecipient's staff must submit all required information to the appropriate authorities in accordance with PC Sections 11166 and 1116

9.1.3 Elder and Dependent Adult Abuse Reporting

9.1.3.1 Subrecipient's staff working on this Subaward must comply with the Elder Abuse and Dependent Adult Civil Protection Act (California Welfare and Institutions Code (WIC) Section 15600 et seq.), and must report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by the referenced Welfare and Institutions Code. Subrecipient's staff working on this Subaward must report the

abuse and must submit all required information in accordance with WIC Sections 15630, 15633 and 15633.5.

9.1.4 Withholding of Payment

9.1.4.1 In the event that allegations of fraud and/or abuse are levied against Subrecipient or any individual or entity performing Work under this Subaward on behalf of Subrecipient, County reserves the right to withhold either ten percent (10%) of the Subaward Sum allocated for any Fiscal Year under this Subaward or the entire amount of the final year-end invoice, whichever is greater, until a determination is issued in writing by County that withheld funds will be released to Subrecipient. For purposes of this Subaward, fraud and abuse will include but are not limited to the following: misapplication of funds; embezzlement; forgery; theft; solicitation and receipt of bribes; falsification of records; inauditable records; unsupported or undocumented Subaward expenditures; inaccurate fiscal and/or Program reports; misuse of fixed assets or non-fixed assets purchased with Subaward Sums (when the procurement of such assets are authorized in this Subaward); violation of conflict of interest requirements; etc.

9.2 AMERICANS WITH DISABILITIES ACT (ADA)

9.2.1 Subrecipient must abide by all applicable Federal, State, and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, Subrecipient's operations. Subrecipient must submit demonstrable evidence of such undue financial burden to County in such circumstances.

9.3 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

9.3.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (Senate Bill 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Subrecipient (that is, "Contractor") to complete Exhibit J (CharitableContributions Certification), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect Los Angeles County and its taxpayers. When Contractor receives or raises charitable contributions without complying with its obligations under California law, Contractor commits a material breach subjecting it to termination of this Subaward (that is, "Contract"), debarment proceedings or both ([County Code Chapter 2.202](#)). Prior to the commencement of this Contract, Contractor must submit the completed Exhibit J (Charitable

Contributions Certification) to County's Contract Manager in the time and manner as designated by County.

9.4 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

9.4.1 County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules which are outlined in Title 45 Code of Federal Regulations Sections 160 and 164 (collectively "HIPAA Rules"). Under this Subaward, Subrecipient provides Services to County and Subrecipient creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) in order to provide those Services. County and Subrecipient therefore agree to the terms of Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)).

9.5 FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES

9.5.1 Subrecipient may use Subaward Sums to purchase Fixed Assets, Non-Fixed Assets and Supplies, which are defined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies) contingent upon County's prior approval. Subrecipient must adhere to the purchase, inventory and disposal requirements for all Fixed Assets, Non-Fixed Assets and Supplies purchased with Subaward Sums, as provided by Federal and State regulations as well as the requirements outlined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies).

9.5.2 This Subaward involves the furnishing of equipment, materials and/or supplies. As such, it is unlawful for Subrecipient when engaged in business within the State to use any article or product as a "loss leader" as defined in the Business and Professions Code Section 17030.

9.6 LIMITATION ON CORPORATE ACTS

9.6.1 Subrecipient must not amend its articles of incorporation or bylaws, move to dissolve, or transfer any assets obtained using Subaward Sums, or take any other steps which may materially affect the performance of this Subaward without first notifying County in writing no less than thirty (30) days prior to said action. Subrecipient must notify County's Contract Manager immediately in writing of any change in Subrecipient's corporate name.

9.6.2 If, in County's sole discretion, the steps taken by Subrecipient are determined to materially affect Subrecipient's performance of this

Subaward, County may, at its sole discretion, take any (or all) of the following actions:

- 9.6.2.1 Require Subrecipient to remedy the areas that affect Subrecipient's ability to perform its obligations under this Subaward.
- 9.6.2.2 Suspend Subrecipient from performing (and receiving payment for) Subaward tasks until a remedy has been reached.
- 9.6.2.3 Terminate this Subaward pursuant to Subparagraph 8.43 (Termination for Default).

9.7 INTENTIONALLY OMITTED

9.8 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

- 9.8.1 Subrecipient represents and warrants that it has registered in Los Angeles County's vendor registration system ("WebVen"). The WebVen contains Subrecipient's business profile and identifies the goods/services being provided by Subrecipient. Subrecipient must ensure that it updates its vendor profile whenever changes occur to Subrecipient's operations by accessing the WebVen site located on-line at: <http://camisvr.co.la.ca.us/webven/>. County will use the data obtained from Subrecipient's WebVen profile to ensure that Subrecipient's information is consistent with Subaward records (e.g., Subrecipient's legal name, as reflected in its WebVen profile, will be used in all Subaward documents).

9.9 MODIFICATIONS

9.9.1 Modifications to this Subaward

- 9.9.1.1 This Subaward fully expresses the agreement of the parties. Any modification to this Subaward must be by means of a separate written document approved by County. No oral conversation between any officer, employee or agent of the parties must modify or otherwise amend this Subaward in any way. For purposes of this Subparagraph 9.9, a Modification:
 - 9.9.1.1.1 Is a mechanism that allows Subrecipient to revise its Budget(s) or Services during the Fiscal Year or Program Year without adversely affecting Subrecipient's ability to fulfill its obligations under this Subaward (i.e., such Modification must not materially change Subrecipient's obligation to provide the Services outlined in Exhibit A (Statement of Work and Attachments)).

9.9.1.1.2 Allows Subrecipient to fully utilize Subaward Sums to fulfill the requirements of this Subaward and adequately cover the provision of Services.

9.9.1.1.3 Is approved by County in writing, must be in the best interests of County and Subrecipient must adhere to it in its entirety.

9.9.1.2 Any Modification, as described below, will not change the terms, goals, or requirements of this Subaward. Such Modification provides Subrecipient some flexibility to operate within the terms of this Subaward in order to fully utilize Subaward Sums and to achieve Subrecipient's performance goals. Subrecipient's request for Modifications, either budgetary or programmatic, must be submitted in writing to either County's Contract Manager or County's Program Manager, respectively. Subrecipient must not request a Modification during the first quarter and during the last two (2) months of the current Fiscal Year or Program Year (except where a written waiver is requested by Subrecipient and granted by County).

9.9.2 **Budget Modifications**

9.9.2.1 The movement of funds within an approved Budget(s) from one line item to another line item is classified as a Budget Modification. For the entirety of any Fiscal Year or Program Year, a Budget Modification must not exceed twenty percent (20%) of the baseline amount allocated to the line items being modified (i.e., Subrecipient's movement of funds among line items must not cause one line item to be reduced or increased by more than twenty percent (20%) of its baseline amount). For purposes of this Subparagraph 9.9, baseline is defined as the original amount allocated at the beginning of a Fiscal Year or Program Year; for Fiscal Years or Program Years following the first Fiscal Year or Program Year, such amount may differ from what is reflected in the original Subaward. A Budget Modification will not change the Subaward Sum allocated for any Fiscal Year or Program Year under this Subaward. Subrecipient must notify County's Contract Manager in writing to request authorization prior to submitting a Budget Modification. On the date County approves a Budget Modification, such Budget Modification must supersede any prior Budget Modification(s) approved by County within the same Fiscal Year or Program Year (i.e., when Subrecipient's Budget Modification number two (2) is approved by County, it becomes effective upon the approval

date and Subrecipient's Budget Modification number one (1) is no longer effective as of that same date).

9.9.3 Program Modifications

9.9.3.1 The movement of Services from one Service category (as defined in Exhibit A (Statement of Work and Attachments)) to another is classified as a Program Modification. Subrecipient must notify County's Program Manager in writing to request authorization prior to submitting a Program Modification. On the date County approves a Program Modification, such Program Modification will supersede any prior Program Modification(s) approved by County within the same Fiscal Year or Program Year (i.e., when Subrecipient's Program Modification number two (2) is approved by County, it becomes effective upon the approval date and Subrecipient's Program Modification number one (1) is no longer effective as of that same date).

9.10 NEPOTISM

9.10.1 Subrecipient certifies that it will not hire nor permit the hiring of any person in a position funded under this Subaward if a member of the person's immediate family is employed in an administrative capacity by Subrecipient. For purposes of this Subparagraph 9.10, the term "immediate family" means spouse (common law or otherwise, and including domestic partner), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by Subrecipient. The term "administrative capacity" means a position that has overall administrative responsibility for the Program, including but not limited to selection, hiring, or supervisory responsibilities.

9.11 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.11.1 County will be the sole owner of all right, title, and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools ("materials") which are originated or created through Subrecipient's Work pursuant to this Subaward. Subrecipient, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in County all of Subrecipient's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Subrecipient's Work under this Subaward.

9.11.2 During the term of this Subaward and during the authorized retention period of this Subaward, Subrecipient must maintain and provide security for all of Subrecipient's working papers prepared under this Subaward.

County will have the right to inspect, copy and use at any time during the term of this Subaward and during the authorized retention period of this Subaward, any and all such working papers and all information contained therein.

- 9.11.3 Any and all materials, software and tools which are developed or were originally acquired by Subrecipient outside the scope of this Subaward, which Subrecipient desires to use hereunder, and which Subrecipient considers to be proprietary or confidential, must be specifically identified by Subrecipient to County's Contract Manager as proprietary or confidential, and must be plainly and prominently marked by Subrecipient as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.11.4 County will use reasonable means to ensure that Subrecipient's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute, or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Subrecipient.
- 9.11.5 Notwithstanding any other provision of this Subaward, County will not be obligated to Subrecipient in any way under Subparagraph 9.11.4 for any of Subrecipient's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subparagraph 9.11.3 or for any disclosure which County is required to make under any Federal or State law or order of court.
- 9.11.6 Notwithstanding any other provision of this Subaward, County and Subrecipient agree that County will have all ownership rights of software or modification thereof and associated documentation designed, developed, or installed using Federal financial participation. The Federal government will have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal government purposes, such software, modifications, and documentation. Notwithstanding any other provision of this Subaward, proprietary operating/vendor software packages, which are provided at established catalog or market prices and sold or leased to the general public, will not be subject to the ownership provisions of this Subparagraph 9.11.

9.12 **PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION**

- 9.12.1 Subrecipient must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third-party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Subrecipient's Work under this Subaward. County will inform Subrecipient as soon as practicable of any

claim or action alleging such infringement or unauthorized disclosure, and will support Subrecipient's defense and settlement thereof.

9.12.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Subrecipient, at its sole expense, and providing that County's continued use of the system is not materially impeded, will either:

9.12.2.1 Procure for County all rights to continued use of the questioned equipment, part, or software product; or

9.12.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or

9.12.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

9.12.3 Subrecipient will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Subrecipient, in a manner for which the questioned product was not designed nor intended.

9.13 PROBATION AND SUSPENSION

9.13.1 Subrecipient may be placed on probation, suspension or a combination thereof when County determines that Subrecipient is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Subaward and/or when Subrecipient has demonstrated a consistent and significant lack of achievement of the Subaward goals (including, but not limited to, meeting the requirements for Program performance, the Budget(s), expenditures, staffing, administration, etc.). County will notify Subrecipient in writing in the event that Subrecipient is placed on probation, suspension or a combination thereof.

9.13.2 Probation

9.13.2.1 Probation as used herein will mean a specified period of time (as determined by County) during which Subrecipient must remedy all areas of non-compliance which have been identified by County or its duly authorized representative(s). County will monitor Subrecipient's adherence to such remedy(ies) during the probation.

9.13.2.2 When County places Subrecipient on probation, County will provide Subrecipient a written notice indicating the reasons for the probation (which will include a description of the areas of Subrecipient's non-compliance), the date upon which this

probation will become effective, the date upon which Subrecipient must fully remedy all areas of non-compliance and a determination as to whether or not Subrecipient may continue to provide Services during the probation.

- 9.13.2.3 Subrecipient's ability to obtain future funding may be impacted when Subrecipient does not remedy its non-compliance during its probation and/or when Subrecipient is placed on multiple probations (as determined by County at County's sole discretion).

9.13.3 **Suspension**

- 9.13.3.1 Suspension as used herein will mean a specified period of time (as determined by County) during which County will withhold payment from Subrecipient (i.e., suspension of payment(s)), County will institute a temporary curtailment of the Services provided by Subrecipient and any approved Lower Tier Subrecipient(s), if any, (i.e., suspension of Work) or a combination thereof. This Subaward may be suspended in whole or in part, from time to time, when such action is deemed by County in its sole discretion to be in County's best interest. During the suspension, Subrecipient has a continuing obligation to remedy the areas of non-compliance which have been identified by County or its duly authorized representative(s). County will monitor Subrecipient's adherence to such remedy(ies) during the suspension.
- 9.13.3.2 When County suspends Subrecipient, County will provide Subrecipient a written notice indicating the type of suspension, the reasons for such suspension (which will include a description of the areas of Subrecipient's non-compliance), the date upon which this suspension will become effective, the date upon which Subrecipient must fully remedy all areas of non-compliance and a determination as to whether or not Subrecipient may continue to provide Services which are not suspended during the suspension. When County institutes a temporary curtailment of Services, the written notice will include a description of the Service(s) being suspended.
- 9.13.3.3 At County's sole discretion, when Subrecipient's payment(s) and/or Services are suspended, County may also elect to transfer suspended Services from Subrecipient to another subrecipient for a period of time that will be determined solely by County. Subrecipient's ability to obtain future funding may be impacted when Subrecipient does not remedy its non-compliance during its suspension and/or when Subrecipient

is placed on multiple suspensions (as determined by County at County's sole discretion).

9.13.3.4 Upon receipt of a notice of suspension of Services and except as otherwise directed by County, Subrecipient must:

9.13.3.4.1 Stop providing Services under this Subaward on the date and to the extent specified in such notice.

9.13.3.4.2 Complete performance of such part of the Services that is not suspended by such notice.

9.13.3.5 Subrecipient will be promptly paid for Services properly completed up until the time of suspension. Such payment is contingent upon Subrecipient properly completing and timely submitting its invoice(s) for Services completed up until the effective date of suspension.

9.13.3.6 Suspension will continue for the period specified in the written notice of suspension provided to Subrecipient unless County provides written notice to resume Services at an earlier date.

9.13.3.7 All other terms and remedies provided in this Subaward, including provisions for Termination, will remain valid during any period of suspension.

9.13.4 In response to the notice of probation or suspension, Subrecipient must submit a written Corrective Action Plan to County's Compliance Manager within ten (10) days of the postmark date indicated on the notice from County. Subrecipient's Corrective Action Plan must address all of the deficiencies noted by County.

9.13.5 County will review Subrecipient's Corrective Action Plan and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments for or to terminate all or any part of this Subaward (and/or any of Subrecipient's other contracts with County) when Subrecipient submits a Corrective Action Plan that is not acceptable to County.

9.13.6 Subrecipient must implement the Corrective Action Plan upon receiving County's final written approval of the Corrective Action Plan. Subrecipient's failure to comply with an approved Corrective Action Plan will be cause for material breach of this Subaward upon which County may pursue the remedies for default of Subaward, including, but not limited to, reimbursement for all debt collection costs incurred by County.

9.14 TRANSITION OF SUBAWARD SERVICES

9.14.1 Completion of Subaward

- 9.14.1.1 Within sixty (60) calendar days prior to the expiration of this Subaward (or shorter time period if notified in writing by County), County will provide Subrecipient written notice of the time period that Subrecipient must allow County or a newly selected subrecipient a transition period for orientation purposes and the orderly transition of Subrecipient's current Services without additional costs to County. Subrecipient must continue to provide Services timely and accurately so that the Services are current at the expiration of this Subaward.
- 9.14.1.2 Subrecipient must fulfill all responsibilities required under this Subaward including, but not limited to, completing the closeout procedures identified in Subparagraph 9.21.2 (Closeout Reporting Requirements), implementing the approved Transition Plan, and performing any other requirement(s) that County deems as reasonably necessary to effectuate the successful transition of Program Services to another Service provider. County will not be unreasonable in its request(s).

9.14.2 Transition Plan

- 9.14.2.1 If this Subaward (or any part thereof) is terminated pursuant to any of the termination provisions outlined herein or if it expires pursuant to Paragraph 4.0 (Term of Subaward), Subrecipient must provide a Transition Plan to County. Subrecipient must submit said Transition Plan to County's Contract Manager within the timeframe designated by County in the notice of termination or Subrecipient must submit it at least sixty (60) days prior to the expiration of this Subaward as noted in Paragraph 4.0 (Term of Subaward).
- 9.14.2.2 County will review Subrecipient's Transition Plan and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments under this Subaward and/or under any of Subrecipient's other contracts with County when Subrecipient submits a Transition Plan that is not acceptable to County. Subrecipient must adhere to the Transition Plan which, at a minimum, will include all of the elements outlined below.

9.14.3 Elements of the Transition Plan

- 9.14.3.1 Description of how Clients will be notified about the change in their Service provider.

- 9.14.3.2 Subrecipient's method to communicate with other organizations that can assist in locating alternative Services.
- 9.14.3.3 Subrecipient's method to inform community referral sources of the pending termination of Services and what alternatives, if any, exist for future referrals.
- 9.14.3.4 Subrecipient's method to evaluate Clients in order to assure appropriate placement that will allow Clients to receive Services.
- 9.14.3.5 Subrecipient's method to transfer any confidential medical and Client records to the new subrecipient in accordance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 or other Federal, State, or local laws and regulations.
- 9.14.3.6 Subrecipient's method to dispose of confidential records, which fall outside of the retention period noted in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), in accordance with applicable laws and regulations, and the terms of this Subaward.
- 9.14.3.7 Subrecipient's plan to ensure provision of adequate staff to provide continued care through the remaining term of this Subaward.
- 9.14.3.8 A fully documented inventory of all Fixed and Non-Fixed Assets as well as a method to dispose, transfer or return to County all Fixed and Non-Fixed Assets purchased with Subaward Sums during the entire term of this Subaward.
- 9.14.3.9 Any additional information which may be necessary to affect a safe transition of Clients to other community service providers.

9.14.4 **Implementation of the Transition Plan**

- 9.14.4.1 Subrecipient must implement the Transition Plan that is approved by County. Subrecipient's failure to provide and/or implement the Transition Plan as prescribed herein will mean that County will provide Subrecipient a Transition Plan and Subrecipient will implement the Transition Plan provided by County. County will monitor Subrecipient's progress in carrying out all elements of the Transition Plan.

9.15 TRAVEL EXPENSES

- 9.15.1 Subrecipient must obtain prior written approval from County's Contract Manager for any expenses under this Subaward related to travel outside of Los Angeles County (out-of-town travel).
- 9.15.2 Subrecipient must maintain written documentation evidencing that all out-of-town travel expenses are specifically related to providing Services under this Subaward, in conformity with the document retention requirements specified in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).
- 9.15.3 Subrecipient must ensure that no more than two (2) of its staff incur any out-of-town travel expenses at any time.
- 9.15.4 Subrecipient will not invoice County if out-of-town travel expenses are incurred without proper documentation evidencing County's prior written approval.
- 9.15.5 Subrecipient's non-compliance with the requirements of this Subparagraph 9.15 will result in these costs being disallowed, payments being withheld, or other remedy being applied as County will determine to be appropriate.

9.16 DRUG-FREE WORKPLACE

- 9.16.1 Subrecipient and any approved Lower Tier Subrecipient(s) must adhere to the requirements outlined in the California Drug-Free Workplace Act of 1990, as amended (California Government Code Section 8350 et seq.). Subrecipient and any approved Lower Tier Subrecipient(s) must also adhere to the requirements outlined in the Federal Drug-Free Workplace Act of 1988, including its implementing regulations (Title 41 United States Code Section 701 et seq.). Subrecipient and any approved Lower Tier Subrecipient(s) must provide and maintain a drug-free workplace for all of their employees, and must have a documented anti-drug policy and a drug-free awareness program. Violation of or non-compliance with these requirements by Subrecipient, any approved Lower Tier Subrecipient or both will subject Subrecipient to remedies available under the terms of this Subaward. Such remedies will include suspending Subrecipient's payments, placing Subrecipient on probation or suspension, terminating this Subaward or other available remedies which will be determined by County at County's sole discretion.
- 9.16.2 Subrecipient must provide a written drug-free workplace policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and stating the specific actions that will be taken for violations.

- 9.16.3 The ongoing drug-free awareness program must inform employees about the following: the dangers of drug abuse; available drug counseling, rehabilitation, and employee assistance programs; penalties that may be imposed; and, that employees are to be aware that Subrecipient and any approved Lower Tier Subrecipient(s) operate a drug-free workplace.
- 9.16.4 Subrecipient must require its employees to report in writing any conviction for a violation of a criminal drug statute occurring in the workplace. Subrecipient must provide written notice to County's Contract Manager within ten (10) days of having received such notice from employee(s). Within thirty (30) days of receiving the notice of a conviction, Subrecipient must have taken appropriate action against the employee(s) or have required employee's participation in a drug abuse assistance or rehabilitation program.

9.17 INFORMATION TECHNOLOGY, SECURITY AND PRIVACY REQUIREMENTS

- 9.17.1 In the course of completing the Work and providing Services under this Subaward, Subrecipient must use any Information Technology Systems (ITS) as designated by County. This Subparagraph 9.17 and Exhibit K (Information Security and Privacy Requirements) set forth the requirements for the ITS which Subrecipient must use. This Subparagraph 9.17 and Exhibit K (Information Security and Privacy Requirements) also set forth the security procedures for these systems which Subrecipient must have in place by the effective date of this Subaward and which Subrecipient must maintain throughout the Subaward term. They present a minimum standard only. Subrecipient must implement appropriate administrative, physical, and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity, and availability of County Information Assets (PSCI) as defined in Subparagraph 9.17.5 (County Information Assets) against internal and external threats, vulnerabilities, and risks. Subrecipient must also continuously review and revise those measures to address ongoing threats, vulnerabilities, and risks.
- 9.17.2 Subrecipient's failure to comply with the minimum standards set forth herein will constitute a material, non-curable breach of this Subaward, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under this Subaward, to immediately terminate this Subaward.
- 9.17.3 **Information Technology Systems - Management Information System**
- 9.17.3.1 **Data Entry**
- 9.17.3.1.1 County has implemented use of the Management Information System (MIS), a computerized database system that is used to record and track Service delivery, Program data

and Client information. Subrecipient must use the MIS and all other systems identified by County, including but not limited to State and Federal programs, applications, software, etc., to report Program data as outlined herein and as directed by County.

- 9.17.3.1.2 Subrecipient must ensure the accuracy and authenticity of the number of eligible Client Services provided each day. Subrecipient must track, document, and report the actual date when Services are rendered. Subrecipient must complete direct data entry of the required Program, Service delivery and Client data (including but not limited to, the total number of Clients served, the type and number of Services provided to Client and the date(s) of Service) into the MIS on the day when the Service(s) is provided to Client and must ensure that Service recording is accurate each day (i.e., to ensure accurate reporting, Subrecipient must enter Program, Service delivery, and Client data into MIS on the day when the Service(s) is provided to Client). Subrecipient must not back-date any data and any attempts to do so may subject Subrecipient to appropriate remedies as determined by County at County's sole discretion.

9.17.3.2 **Data Records**

- 9.17.3.2.1 Subrecipient's failure to submit the required MIS data within the time and manner as designated by County may subject Subrecipient to appropriate remedies as determined by County at County's sole discretion. Remedies will remain in effect until Subrecipient becomes compliant. County will consider Subrecipient's non-compliance during future funding decisions.
- 9.17.3.2.2 Subrecipient must maintain all records and reports, consistent with Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), and must make them available for audit, assessment, or inspection by County and any of its duly authorized representatives (including, but not limited to, State authorities,

Federal agencies and/or any of their duly authorized representatives).

- 9.17.3.2.3 All information, records, data elements and printouts collected and maintained for the operation of the Program and pertaining to Clients (including paper and electronic data) must be protected from unauthorized disclosures in accordance with Subparagraph 7.6 (Confidentiality), California Welfare and Institutions Code Section 10850, Title 45 Code of Federal Regulations Part 205.50, California Information Practices Act of 1977, and all other applicable laws and regulations.

9.17.3.3 MIS Personnel

- 9.17.3.3.1 Subrecipient must assign an employee to have the primary responsibility for data entry into the MIS. This employee will be the primary contact person for data issues and problems. This employee will also be assigned a password to log-in and enter Program, Service delivery and Client data. Subrecipient must designate a secondary/back-up employee who can act on behalf of the primary MIS employee contact in the event of his or her absence. Subrecipient must ensure that its users do not share their user identification and password information.
- 9.17.3.3.2 Subrecipient must provide the names of Subrecipient's primary and secondary MIS employees using Exhibit E (Subrecipient's Administration). Subrecipient must submit the completed Exhibit E (Subrecipient's Administration) in the time and manner as directed by County. In the event of any changes to the information provided in Exhibit E (Subrecipient's Administration), Subrecipient must update Exhibit E (Subrecipient's Administration) and submit the revised document to County within two (2) weeks of any reassignment or substitution. Only those Subrecipient employees who have been designated by Subrecipient and assigned a password by County will be allowed to access the MIS system.

- 9.17.3.3.3 Subrecipient must ensure that the primary and secondary MIS employees are properly trained to operate the MIS and attend all MIS training provided by County to ensure that MIS operations are in compliance with all applicable regulations.

9.17.4 **County Information Assets**

- 9.17.4.1 County Information Assets are PSCI and include (but are not limited to):

- 9.17.4.1.1 Information that is stored in hard copy or electronic format and may include but is not limited to the following: reports; notes; forms; computers, laptops, cellphones, printers, scanners; networks (LAN, WAN, WIFI) servers, switches, routers; storage media, hard drives, flash drives, cloud storage; data, applications, databases; etc.

- 9.17.4.1.2 Information that is collected, transmitted and/or accessed in the administration of the Program and in the provision of Services.

- 9.17.4.1.3 Personal Information as defined in California Civil Code Section 1798.29(g).

- 9.17.4.1.4 Protected Health Information as defined in Health Insurance Portability and Accountability Act of 1996.

- 9.17.4.1.5 Medical Information as defined in California Civil Code Section 56.05(j).

9.17.5 **Data Destruction**

- 9.17.5.1 When Subrecipient has maintained, processed, or stored County Information Assets, implied or expressed, and such County Information Assets are no longer required to be retained by Subrecipient under this Subaward and applicable law, County will have sole authority to determine when Subrecipient must destroy any such County Information Assets as described herein. Subrecipient must only proceed with the destruction of County Information Assets (which may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives, etc.) and electronic devices (e.g., servers, workstations, etc.) that are geographically located within Los Angeles County or external

to Los Angeles County's boundaries) upon receiving written authorization from County.

9.17.5.2 Subrecipient must destroy such County Information Assets by:

9.17.5.2.1 Cross-cut shredding or otherwise destroying paper, film, disk drives or other hard copy media so that PSCI cannot be read or otherwise reconstructed.

9.17.5.2.2 Clearing, purging or destroying electronic media containing PSCI consistent with National Institute of Standards and Technology ("NIST") Special Publication ("SP") 800-88 (Guidelines for Media Sanitization) which is available on-line at: [http://csrc.nist.gov/publications/draft-pubs#SP-800-88-Rev. %201](http://csrc.nist.gov/publications/draft-pubs#SP-800-88-Rev.%201) and United States Department of Defense 5220.22-M data sanitization and clearing directive such that the PSCI cannot be retrieved.

9.17.5.3 Subrecipient will have the sole responsibility to certify that the County Information Assets have been appropriately destroyed consistent with the requirements outlined herein.

9.17.5.4 Subrecipient must provide County with written certification validating that any and all County Information Assets were placed in one (1) or more of the following stored states: unusable, unreadable and/or indecipherable. Subrecipient must submit such certification to County's Contract Manager no later than ten (10) days after the occurrence of this event.

9.17.5.5 Lower Tier Subrecipient must provide County with written certification validating that any and all County Information Assets were destroyed and are in one (1) or more of the following states: unusable, unreadable and/or undecipherable. Lower Tier Subrecipient must submit such certification to County's Contract Manager no later than ten (10) days after the removal of any electronic storage equipment and devices and the destruction of the County Information Assets.

9.17.6 **Encryption on Workstations and Portable Computing Devices**

9.17.6.1 Subrecipient and any approved Lower Tier Subrecipient must use software and/or hardware encryption methods for confidential County Information Assets stored on all electronic media in accordance with the following standards:

- 9.17.6.1.1 Federal Information Processing Standard Publication ("FIPS") 140-2.
- 9.17.6.1.2 NIST SP 800-57 (Recommendation for Key Management - Part 1: General (Revision 3)).
- 9.17.6.1.3 NIST SP 800-57 (Recommendation for Key Management - Part 2: Best Practices for Key Management Organization).
- 9.17.6.1.4 NIST SP 800-111 (Guide to Storage Encryption Technologies for End User Devices).
- 9.17.6.1.5 At a minimum, Subrecipient must use Advanced Encryption Standard ("AES") with cipher strength of 256-bit
- 9.17.6.1.6 Prior to use of remote servers (e.g., cloud storage, Software-as-a-Service (SaaS), etc.) for storage of County Information Assets, Subrecipient must obtain written approval from County's Contract Manager.
- 9.17.6.2 Subrecipient and any approved Lower Tier Subrecipient must use software and/or hardware encryption methods for transmitted (i.e., through network transmission) confidential County Information Assets in accordance with the following standards:
 - 9.17.6.2.1 NIST SP 800-52 (Guidelines for the Selection and Use of Transport Layer Security Implementations).
 - 9.17.6.2.2 NIST SP 800-57 (Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance).
- 9.17.6.3 Subrecipient and any approved Lower Tier Subrecipient must have operational policies, procedures and practices which protect County Information Assets (PSCI) as specified in the State Administrative Manual Sections 5300 to 5365.3; California Government Code Section 11019.9; Department of General Services Management Memo (MM 06-12); Department of Finance Budget Letter (06-34); California Department of Aging Program Memorandum (PM 07-18(P)); Statewide Health Information Policy Manual; and, County's Board Policy Number 5.200 (Contractor Protection of Electronic County Information).

9.17.6.4 Subrecipient and any approved Lower Tier Subrecipient must encrypt PSCI which are stored on all electronic media (including workstations, portable computing devices (including, but not limited to, workstations, servers, mobile devices, wearables, tablets, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, external/portable hard drives, and backup media)).

9.17.6.5 Subrecipient must certify its compliance with the encryption standards noted herein as a condition of executing this Subaward. Subrecipient provide such certification by completing and submitting Exhibit O (Subrecipient's Compliance with Encryption Requirements) in the form and manner as determined by County. Subrecipient must maintain compliance with this policy during the term of this Subaward and for as long as Subrecipient maintains or is in possession of County Information Assets. In addition to the foregoing certification, Subrecipient must maintain any validation/attestation reports that the data encryption product generates, and such reports will be subject to audit in accordance with the requirements outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement). In the event of Subrecipient's non-compliance with these requirements, County will require Subrecipient to develop and execute a corrective action plan. Subrecipient's failure to comply with this policy may subject Subrecipient to suspension or termination of this Subaward, denial of access to County information technology resources and/or other remedies which are deemed appropriate by County.

9.17.7 Software Maintenance and Operational Management

9.17.7.1 Subrecipient must deploy up-to-date anti-virus software with current definitions on all computer systems on which County Information Assets are stored and/or transmitted.

9.17.7.2 Subrecipient and any approved Lower Tier Subrecipient must ensure that all security patches, software updates/upgrades, etc. are applied in a timely manner to all computer systems on which County Information Assets are stored, accessed and/or transmitted.

9.17.7.3 Subrecipient must deploy adequate back-up facilities to ensure that its essential business information can be promptly recovered in the event of a disaster or media failure.

9.17.8 Security Incident Reporting

9.17.8.1 A security incident occurs when County Information Assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization or are lost or stolen. A security incident includes (but is not limited to) instances in which Subrecipient employees access systems in excess of their user rights or use the systems inappropriately, data is breached, etc. Subrecipient and any approved Lower Tier Subrecipient must comply with California Department of Aging's security incident reporting procedure which is available online at <http://www.aging.ca.gov/ProgramsProviders/#Resources>.

9.17.8.2 **Notification of Security Breach to County**

9.17.8.2.1 Subrecipient must immediately report all security incidents to County's Program Manager but in no event must the report be made more than two (2) business days after its detection. Subrecipient must initiate the contact by telephone and followed by written letter of any potential or actual security attacks or security incidents.

9.17.8.2.2 Subrecipient's notification of the security incident must include the approximate date and time of its occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence.

9.17.8.3 **Notification of Security Breach to Clients**

9.17.8.3.1 Subrecipient and any approved Lower Tier Subrecipient must give written notice to any Client or data subject whose PSCI may have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

9.17.9 **Electronic Backups**

9.17.9.1 Subrecipient and any approved Lower Tier Subrecipient must ensure that all electronic County Information Assets are protected by performing regular backups of automated files and databases, and ensure the availability of County Information Assets for continued business. Subrecipient and any approved Lower Tier Subrecipient must ensure that all data, files, and backup files are encrypted.

- 9.17.10 Subrecipient must ensure that any approved Lower Tier Subrecipient(s) adheres to all of the provisions included in this Subparagraph 9.17 and Exhibit K (Information Security and Privacy Requirements).

9.18 REMEDIES FOR NON-COMPLIANCE

- 9.18.1 Subrecipient agrees to comply with the requirements set forth in the entirety of this Subaward as well as the requirements contained in supporting Program legislation and all applicable directives, Program memoranda, notices, guidelines, and instructions issued by or on behalf of Federal, State or County authorities. Subrecipient's failure to comply with such requirements will subject Subrecipient to remedies which are available under this Subaward and as provided by law. These remedies include but are not limited to the following: probation; suspension of payment(s); suspension of Services; assessment and collection of liquidated damages; de-obligation of Subaward Sums (for purposes of this Subaward, de-obligation is the partial or full removal of Subaward Sums from Subrecipient); re-obligation of Subaward Sums (for purposes of this Subaward, re-obligation is the allocation of de-obligated Subaward Sums to another current subrecipient(s) and/or to a new subrecipient); debarment; and/or termination of this Subaward. County will have the sole discretion to determine which remedy(ies) will be applied as a result of Subrecipient's non-compliance.

9.19 PAYMENT AND PERFORMANCE GUARANTIES

- 9.19.1 Throughout the entire term of this Subaward, including the original term and any renewals or extensions thereto, County, at its sole discretion, reserves the right to require Subrecipient to provide a Payment Guaranty, Performance Guaranty, or both ("Guaranty(ies)") in the amount and form as directed by County. County will determine whether or not Subrecipient will be required to obtain a Guaranty(ies) when Subrecipient's performance under this Subaward reveals potential liability to County in an aggregate amount of twenty-five thousand dollars (\$25,000) or more resulting from, but not limited to, the following incidents: disallowed costs, unsubstantiated costs, non-payment of Lower Tier Subrecipients, etc. (i.e., if County determines that Subrecipient has disallowed costs, unsubstantiated costs, non-payment of Lower Tier Subrecipients, etc. which total twenty-five thousand dollars (\$25,000) or more in potential liability when added together then County will require Subrecipient to obtain a Payment Guaranty, Performance Guaranty or both).

9.19.2 Payment Guaranty

- 9.19.2.1 The Payment Guaranty is Subrecipient's surety/guarantee to County that Subrecipient will meet its obligations to faithfully pay any approved Lower Tier Subrecipients in a manner that is timely, satisfactory, and acceptable to County, as determined by County at its sole discretion. The purpose of

the Payment Guaranty is to provide all Lower Tier Subrecipients who supply labor, materials, services, etc. to Subrecipient a recourse if they do not get paid by Subrecipient. In such case, the Payment Guaranty allows Lower Tier Subrecipient to file a claim with the surety company that issued the Guaranty in the event that Subrecipient does not reimburse the Lower Tier Subrecipient for goods and/or services provided by Lower Tier Subrecipient.

9.19.2.2 Subrecipient acknowledges that County may also make a determination that Subrecipient's non-payment of any approved Lower Tier Subrecipients is a violation of the terms and conditions of this Subaward which may subject Subrecipient to obtain both the Payment Guaranty and Performance Guaranty.

9.19.2.3 The Payment Guaranty must only take the form of a surety bond. More information concerning surety bonds and companies may be obtained from the Surety Association of America (www.surety.org), the Surety Information Office (www.sio.org), state insurance departments, the U.S. Small Business Administration and U.S. Department of the Treasury.

9.19.2.4 The Payment Guaranty must be executed by a corporate surety which is licensed to transact business as a surety in the State of California. The corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved by County.

9.19.3 **Performance Guaranty**

9.19.3.1 The Performance Guaranty is Subrecipient's surety/guarantee to County that Subrecipient will meet its obligations to perform the terms and conditions of the resulting Subaward. The purpose of the Performance Guaranty is to provide County a recourse to recover Subaward monies which would otherwise be lost due to Subrecipient's negligent actions. This Performance Guaranty will provide for the payment of monies to County for transactions which are incurred by Subrecipient, including but not limited to: liquidated damages, late penalty payments, County's reimbursement, etc. County's determination to require Subrecipient to obtain the Performance Guaranty would occur after the resolution process has been completed and "questioned costs" have been determined to be unsubstantiated costs, disallowed costs, etc.

9.19.3.2 The Performance Guaranty will take any of the following forms:

9.19.3.2.1 Surety Bond: More information concerning surety bonds and companies may be obtained from the Surety Association of America (www.surety.org), the Surety Information Office (www.sio.org), state insurance departments, the U.S. Small Business Administration and U.S. Department of the Treasury. The performance guaranty may not allow the bond surety to substitute another person to perform Services.

9.19.3.2.2 Letter of Credit: Refer to Exhibit N (Criteria and Standards for Letters of Credit and Certificates of Deposit) for information.

9.19.3.2.3 Certified Check or Certificate of Deposit: This form of Guaranty must list/identify County of Los Angeles as an authorized party that can withdraw on the account. Refer to Exhibit N (Criteria and Standards for Letters of Credit and Certificates of Deposit) for additional information on the certificate of deposit.

9.19.3.2.4 Cash

9.19.3.3 The Performance Guaranty must be executed by a corporate surety which is licensed to transact business as a surety in the State of California. The corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved by County.

9.19.4 When County determines that Subrecipient must obtain and maintain a Guaranty(ies), County will inform Subrecipient of this requirement and will provide Subrecipient at least fifteen (15) days to comply with County's determination. Once Subrecipient has obtained the required Guaranty(ies), County will re-evaluate the need for Subrecipient to continue maintaining the Guaranty(ies) for any subsequent Fiscal Year of the Subaward term.

9.19.5 The costs to obtain and maintain the Guaranty(ies) are potentially allowable and reimbursable under the terms of this Subaward. However, no additional funding will be allocated to the Subaward Sums in order for Subrecipient to pay for these costs. If Subrecipient intends to use existing Subaward Sums to offset the costs of the Guaranty(ies), this action requires a redistribution of Subaward Sums which will be initiated through a budget modification. This budget modification must be completed and submitted by Subrecipient for approval by County as noted in Subparagraph 9.9.2 (Budget Modifications). Prior to submitting this budget

modification, Subrecipient will ensure that it will be able to adhere to all other required tasks, performance measures and other duties of this Subaward even after the Subaward Sums are redistributed (i.e., Subrecipient must continue to provide the required level of Services which would include the Guaranty(ies) for the same level of funding).

9.20 SUBAWARD DOCUMENT DELIVERABLES

9.20.1 Prior to the execution of this Subaward and throughout the entire term of this Subaward, Subrecipient must obtain and maintain current and appropriate licenses, permits and certificates which are required by all applicable County, State and/or Federal laws, regulations, guidelines, Program memoranda and directives for the operation of its facility(ies) and for the provision of Services hereunder. Prior to the execution of this Subaward and annually thereafter (or as otherwise established by County), Subrecipient must submit evidence/documentation (Subaward Document Deliverables) of its compliance with this requirement in the form and manner that is prescribed by County. Subrecipient must provide to County's Contract Manager, by the deadline imposed by County, current copies of these deliverables which must be complete (without missing pages) and legible, and will include:

9.20.1.1 Subaward Compliance Documents (as described in Subparagraph 9.20.3)

9.20.1.2 Business Forms (as described in Subparagraph 9.20.4)

9.20.1.3 Reporting Documents (as described in Subparagraph 9.20.5)

9.20.1.4 Other Documents: During the term of this Subaward, County or its designee(s) may request from time-to-time additional documents from Subrecipient, and Subrecipient must adhere to County's request for such documents.

9.20.2 Subrecipient must submit copies of all new or renewed licenses, permits, and certificates to County's Contract Manager within five (5) business days of the license, permit or certification award or renewal. Subrecipient must immediately notify County of any lapses or expirations of these items. Subrecipient's failure to maintain and/or timely submit documents required or requested by County may result in County imposing remedies as determined by County in its sole discretion.

9.20.3 Subaward Compliance Documents

9.20.3.1 Business License

9.20.3.1.1 When the local governing authority requires Subrecipient's organization to obtain a license to operate and conduct business within its local governing authority's jurisdiction, Subrecipient

must obtain such license to perform the Services outlined in this Subaward. The local governing authority may be either the local city government for entities doing business within its city limits or County of Los Angeles for entities located outside of city limits (i.e., unincorporated areas or designated cities). Subrecipient must ensure that the license is current throughout the entire term of this Subaward. Subrecipient must provide a current copy of its license to County annually (or upon expiration, as noted on the license).

9.20.3.2 Certificate of Insurance

9.20.3.2.1 The certificate must evidence Subrecipient's compliance with the insurance requirements outlined in Subparagraph 8.24 (General Provisions for all Insurance Coverage) and Subparagraph 8.25 (Insurance Coverage). Subrecipient must also provide copies of the certificate of insurance as it relates to any approved Lower Tier Subrecipient(s).

9.20.3.3 Fire Department Inspection Report

9.20.3.3.1 For each Service site that Client will visit, Subrecipient must obtain a fire inspection of its facility(ies). The inspection must be conducted by the Los Angeles County Fire Department or by Subrecipient's local fire department. Subrecipient must obtain a written report of the inspection which must be provided to County at the beginning of the first Fiscal Year or Program Year of this Subaward, or upon the opening of each new Service site. In the event that violations are noted on the inspection report, Subrecipient must ensure that it complies with all corrective measures as directed by the fire department. Subrecipient must provide to County written evidence of its compliance within five (5) days of receiving the evidence from the fire department. The fire inspection report must be current within the most recent twelve (12) month period. Subrecipient is responsible for knowing and understanding their local fire department requirements and guidelines and must ensure ongoing compliance with fire

inspection pursuant to local ordinances and regulations.

9.20.3.4 Public Health Permit

9.20.3.4.1 For every Service site where Contractor provides Services that require a Permit issued by County of Los Angeles Department of Public Health, Subrecipient must provide a current copy of such permit annually (or upon expiration, as noted on the permit).

9.20.3.5 Health Department Inspection Report

9.20.3.5.1 For each Service site where Contractor provides Services that require an inspection by County of Los Angeles Department of Public Health (such as a central kitchen, Congregate Meal Site, etc.), Subrecipient must annually provide a current copy of such inspection report (report must be current within the most recent twelve (12) month period). In the event that violations are noted on the report, Contractor shall ensure that it complies with all corrective measures as directed by the Department of Public Health. Subrecipient must provide to County written evidence of its compliance within five (5) days of receiving the evidence from Public Health.

9.20.3.6 Vehicle Smog Certification

9.20.3.6.1 For each vehicle(s) purchased with the Subaward Sum(s) under this Subaward and/or under a Predecessor Agreement that is used in the operation of the Program (i.e., County-owned vehicle(s)), Subrecipient must ensure that such vehicle(s) undergo a certified smog inspection as required under applicable State and Los Angeles County laws. Subrecipient must receive evidence of a passing inspection (i.e., smog certificate) for each vehicle and shall submit a copy of the smog certificate to County's Contract Manager on an annual basis in the manner and timeframe designated by County. When the vehicle(s) is not required to undergo a smog inspection during any year, Subrecipient must provide evidence (copy of vehicle registration, etc.) indicating that the inspection is not warranted for the specified year.

9.20.4 **Business Forms**

9.20.4.1 **Articles of Incorporation**

9.20.4.1.1 This document, which evidences the legal formation of Subrecipient's organization, must reflect Subrecipient's current legal name; and County will use this document as verification of Subrecipient's name. In the event there are any amendments or addendums to the articles of incorporation, Subrecipient must provide copies of such amendments/addendums to County within five (5) days of said amendments/addendums being finalized.

9.20.4.1.2 When Subrecipient's organization is a local government or a consortium of local governments, Subrecipient must provide either a city charter or a joint powers agreement respectively, in lieu of the articles of incorporation.

9.20.4.2 **Board of Directors' Resolution**

9.20.4.2.1 A resolution from Subrecipient's Board of Directors, which evidences Authorized Representative's authority to act on behalf of Subrecipient in matters related to this Subaward (Subparagraph 8.3.3 (Board of Directors' Resolution)). Subrecipient must submit its Board of Directors' resolution in the time and manner as designated by County.

9.20.4.3 **Board of Directors Roster**

9.20.4.3.1 The roster must include the individuals who comprise Subrecipient's Board of Directors. In the event that the roster is updated, Subrecipient must provide an updated roster to County within five (5) days of it being approved or finalized.

9.20.4.4 **Bylaws**

9.20.4.4.1 This document must reflect the internal rules which govern Subrecipient's organization. These rules are generally concerned with the operation of the organization, and setting out the form, manner, or procedure in which the organization should operate. In the event that

the bylaws are amended, Subrecipient must provide such amendments to County within five (5) days of them being approved.

9.20.4.5 Complaint Policies and Procedures

9.20.4.5.1 Subrecipient's policies and procedures for receiving, investigating, and responding to Client complaints must be prepared and submitted to County pursuant to the requirements outlined in Subparagraph 8.5 (Complaints).

9.20.4.6 Organization Chart

9.20.4.6.1 The chart must provide an outline of the hierarchy, relationships, and relative ranks of Subrecipient's organizational parts and positions/jobs as it related to the operations of this Subaward. In the event that Subrecipient revises its organization chart, a copy must be provided to County within five (5) days of any change in its organization chart.

9.20.4.7 Lower Tier Subaward

9.20.4.7.1 This executed third-party agreement (as defined in Subparagraph 8.40 (Lower Tier Subaward)) and any amendments or addendums thereto, must be provided to County within five (5) days of the execution of that agreement, amendment and addendum.

9.20.4.8 Tax Exempt Status Letter

9.20.4.8.1 Written documentation that is obtained from the Internal Revenue Service as evidence of Subrecipient's tax exempt status. When Subrecipient is a non-profit entity, such evidence must reflect Subrecipient's tax exempt status. In the event Subrecipient's tax exempt status changes, Subrecipient must provide County a copy of its new status within five (5) days of any change in its tax-exempt status.

9.20.5 Reporting Documents

9.20.5.1 Cost Allocation Plan

9.20.5.1.1 This Plan must adhere to the requirements outlined in Subparagraph 9.21.1 (Cost Allocation Plan for Cost Reimbursement Activities).

9.20.5.2 Closeout Report

9.20.5.2.1 This report must adhere to the requirements outlined in Subparagraph 9.21.2 (Closeout Reporting Requirements).

9.20.5.3 Other Reporting Documents

9.20.5.3.1 From time-to-time, County or its designee(s) may request other documents relating to Subrecipient's performance, Work, and/or Services under this Subaward. County will not be unreasonable in its request and Subrecipient must adhere to County's request for such documents.

9.21 FISCAL REPORTING REQUIREMENTS

9.21.1 Cost Allocation Plan for Cost Reimbursement Activities

9.21.1.1 Subrecipient acknowledges that as a condition of receiving this Subaward, Subrecipient must submit its organization-wide Cost Allocation Plan to County no later than sixty (60) days after the start date of the Subaward term. This Cost Allocation Plan is included herein by reference.

9.21.1.2 The Cost Allocation Plan must adhere to the requirements outlined in the following: County directives (including but not limited to AD directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for AD Subawards)) which may be obtained at [Cost-Allocation-and-Indirect-Cost-Requirements-CCD-18-01-043024.pdf](https://www.lacounty.gov/files/Accounting%20Administration%20and%20Reporting%20Requirements%20Title%2045%20Code%20of%20Federal%20Regulations%20Part%2075%20et%20seq.%20and%20Title%202%20Code%20of%20Federal%20Regulations%20Part%20200%20et%20seq.pdf) ([lacounty.gov](https://www.lacounty.gov)), Exhibit Q (Accounting, Administration and Reporting Requirements), Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq. At a minimum, the Plan must include the following information:

9.21.1.2.1 Description of Subrecipient's organization (i.e., non-profit, for-profit, public/government, etc.).

9.21.1.2.2 Description of Subrecipient's general accounting policies, including its basis of accounting.

- 9.21.1.2.3 List of all the funded programs.
- 9.21.1.2.4 An organizational chart that identifies the various services and/or functions for each unit.
- 9.21.1.2.5 A detailed listing of all shared and pooled direct and indirect costs that will be allocated.
- 9.21.1.2.6 Identification of the Subaward year term for any information/documentation related to the Plan.
- 9.21.1.2.7 A thorough description of the methods used to allocate all shared or pooled direct or indirect costs and the auditable documentation for supporting each basis for allocation.
- 9.21.1.3 Every cost included in the Cost Allocation Plan must be supported by formal, documented accounting records, and the basis for its distribution must be calculated by actual usage (e.g., time distribution, number of Clients served, square footage, etc.) - arbitrary percentages or estimates are not allowed.
- 9.21.1.4 In order to certify the accuracy of the Cost Allocation Plan, Subrecipient must sign the Cost Allocation Plan and any revisions made thereto.
- 9.21.1.5 By May 1 of each Subaward year after the first Subaward year in a multi-year term (or upon extension of the term as provided in Paragraph 4.0 (Term of Subaward), Subrecipient must submit written confirmation that its Cost Allocation Plan methodology described in Subparagraph 9.21.1.2.7 will remain in effect throughout the following Subaward year. In the event that this Cost Allocation Plan methodology must be revised for the following Subaward year then Subrecipient must submit the revised methodology to County's Compliance Manager by May 1 of the current Subaward year. The Cost Allocation Plan methodology may only be revised once during any Subaward year.
- 9.21.1.6 In the event that the information provided in the Cost Allocation Plan as it relates to Subparagraphs 9.21.1.2.1 - 9.21.1.2.6 must be revised at any time during the Subaward term then Subrecipient must submit the revisions to County's Compliance Manager within thirty (30) days of completing the revisions.
- 9.21.1.7 Upon receipt of the revisions made to Subrecipient's Cost Allocation Plan, County will review these revisions. Neither Subrecipient's submission of these revisions to its Cost

Allocation Plan nor County's receipt of these revisions to Subrecipient's Cost Allocation Plan will constitute County's acceptance or approval of the Cost Allocation Plan revisions. County reserves the right to either accept or reject any revision(s) to the Cost Allocation Plan that County deems is unacceptable. County will notify Subrecipient in writing whether the revisions are approved or rejected. Upon rejection of the revisions, Subrecipient must take the required actions needed to correct its revisions. Subrecipient's failure to adhere to County's requirements will subject Subrecipient to remedies available under this Subaward.

9.21.2 Closeout Reporting Requirements

- 9.21.2.1 The closeout is a process that takes place upon the expiration or termination of the period in which Program Services are provided which includes the end of the Subaward term, the end of the Fiscal Year or any other period when the Subaward is terminated. The purpose of closeout is to ensure that final reports are received and evaluated, allowable costs are determined and amounts due to either County or to Subrecipient are determined and payment arrangements made.
- 9.21.2.2 Subrecipient must complete and submit a mandatory Closeout Report in the form and manner designated by County. The Closeout Report must include the reporting of expenses and accruals incurred through the last day of the Fiscal Year or Program Year. County will notify Subrecipient of the deadline for submission of the Closeout Report.
- 9.21.2.3 Subrecipient must ensure that all invoices are submitted and finalized prior to the submission of its Closeout Report. County will not pay invoices that are received after Subrecipient has submitted the Closeout Report. Once County has reviewed and accepted Subrecipient's Closeout Report, the data reflected on the Closeout Report will be reported to State as final. Any subsequent revisions will require the written signature and authorization of Authorized Representative.
- 9.21.2.4 If this Subaward is terminated or cancelled prior to June 30th of any Fiscal Year, the Closeout Report will be for that Subaward period which ends on the termination or cancellation date. Subrecipient must submit the Closeout Report after the termination/cancellation date in the manner and timeframe designated by County.

- 9.21.2.5 At the end of the funding cycle/during the closeout, Subrecipient must ensure that all of the following items match:
- 9.21.2.5.1 The Subaward Sum allocated by line items on Subrecipient's final approved Budget(s), where the Subaward Sum is the funding allocated for any Fiscal Year under this Subaward and it is distributed using the line items/cost categories reflected in Subrecipient's final approved Budget(s).
 - 9.21.2.5.2 The Grant Share, which is allocated by line items on Subrecipient's Closeout Report, where the Grant Share is the actual Subaward Sum that Subrecipient has budgeted by line items/cost categories on its organization's accounting/fiscal records (i.e., general ledgers, etc.).
 - 9.21.2.5.3 The Amount Received by line item as reported on Subrecipient's Closeout Report, where the Amount Received is the actual Subaward Sum reimbursed to Subrecipient for its line items.
- 9.21.2.6 In the event that the line item amounts reflected as the Subaward Sum on the final approved Budget(s), the Grant Share on the Closeout, and the Amount Received on the Closeout do not match at the time of closeout, for purposes of the closeout only, County will allow a maximum of ten percent (10%) variance between the Subaward Sum and Grant Share (specifically, the variance between the Subaward Sum line items reported on the final approved Budget(s) and the Grant Share line items reported on the Closeout Report).
- 9.21.2.6.1 For example, during the closeout, if the line item, Space, reflects a Subaward Sum of \$100 on the final approved Budget(s) then the Grant Share amount reflected on the Closeout Report for Space will be \$100, and the Amount Received reflected on the Closeout Report for Space will be \$100. Alternatively, if the Subaward Sum for Space is reflected on the final approved Budget(s) as \$100 but the Grant Share for Space is reflected on the Closeout Report as \$95, and the Amount Received for Space is reflected on the Closeout Report as \$95 then the \$5 variance (which is five percent (5%) of the Subaward Sum amount for the Space line

item) is within the allowable ten percent (10%) variance.

- 9.21.2.7 Subrecipient must ensure that the total Grant Share and the total Amount Received, which are reflected on the Closeout Report, do not exceed the total Subaward Sum reflected on the final approved Budget(s).

9.21.3 **Program Income Requirements**

- 9.21.3.1 Program Income includes, but is not limited to:
 - 9.21.3.1.1 Voluntary contributions received from Client or other party for Services received.
 - 9.21.3.1.2 Income from usage or rental fees of real or personal property acquired with Subaward Sums.
 - 9.21.3.1.3 Royalties received on patents and copyrights from Subaward-supported activities.
 - 9.21.3.1.4 Proceeds from the sale of items created under this Subaward.
- 9.21.3.2 Subrecipient must adhere to the Program Income requirements outlined herein and in Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq.
- 9.21.3.3 Subrecipient must use Program Income to expand baseline Program Services.
- 9.21.3.4 Subrecipient must report Program Income in Budget exhibit(s) and must expend Program Income under the same terms and conditions as the Subaward Sums from which it is generated. The use of Program Income is restricted to the funding source or Service that was provided and contributed towards.
- 9.21.3.5 Program Income must be used to pay for current allowable Program costs in the same Fiscal Year or Program Year that the Program Income is earned. If Program Income is earned in excess of the amount reported in Budget exhibit(s) then County will recapture the balance of the unexpended Program Income or pursue any other remedies available to County under this Subaward.
- 9.21.3.6 Subrecipient will not use Program Income to meet the match contribution requirement of this Subaward.

- 9.21.3.7 Subrecipient will provide a disposition of all Program Income received and expended as part of the Closeout reporting process in the form, manner and timeline as designated by County.

9.22 UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

- 9.22.1 Pursuant to the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) and Title 2 Code of Federal Regulations Part 25, Subrecipient will be responsible for obtaining and maintaining a Universal Identifier. The Universal Identifier is a Unique Entity ID (UEI) comprised of a unique twelve-character alpha numeric identification number assigned by SAM and is site-specific. Therefore, each distinct physical location of Subrecipient's organization (such as branches, divisions, and headquarters) will have its own, UEI number. Subrecipient may register for a UEI number at <https://sam.gov/content/entity-registration>. Subrecipient must comply with the requirements outlined in this Subparagraph 9.22.
- 9.22.2 Subrecipient must provide a valid UEI number using Exhibit E (Subrecipient's Administration) and must submit the completed Exhibit E (Subrecipient's Administration) in the time and manner as directed by County. Subrecipient must register the UEI number and maintain an "Active" status within the federal System for Award Management available online at <https://sam.gov/content/status-tracker>. If County cannot access or verify "Active" status for Subrecipient's UEI information, which is related to this Subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System, County will notify Subrecipient and Subrecipient must immediately update the information as required.
- 9.22.3 Subrecipient's failure to adhere to applicable UEI and SAM requirements may result in County imposing remedies as determined by County in its sole discretion.

9.23 UNUSUAL OCCURRENCES AND CRIME

- 9.23.1 Unusual occurrences such as natural disasters (including earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies (such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents, death from unnatural causes or other catastrophes), and unusual occurrences which threaten the welfare, safety or health of Clients, Subrecipient personnel or visitors to Subrecipient's facility(ies) must be reported by Subrecipient within twenty-four (24) hours to the local health officer by telephone and in writing, and to County by telephone and also in writing or by email.
- 9.23.2 Crime related occurrences, such as theft or vandalism, must be reported by Subrecipient within twenty-four (24) hours to the local police or sheriff by filing a police report and to County by telephone, and in writing or by

email. Subrecipient must also prepare and retain an incident report on file, and must include a copy of the filed police report.

- 9.23.3 Subrecipient must maintain all incident reports in a manner consistent with Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement). Subrecipient must furnish such other pertinent information related to such occurrence as the local authorities and/or County may require.

9.24 **FEMA PROVISIONS**

- 9.24.1 In the event of an emergency (defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services) and Federal Emergency Management Agency (FEMA) funds are made available under this Subaward, Subrecipient must comply with all requirements outlined in Exhibit M (FEMA Provisions). Subrecipient must complete the Lobbyist Certification attached to this Exhibit and submit it to County's Contract Manager in the time and manner as designated by County.

9.25 **INTENTIONALLY OMITTED**

9.26 **REDUCING SINGLE-USE PLASTICS**

9.26.1 **Reduce Single Use Plastics**

- 9.26.1.1 Subrecipient a acknowledges that County places a high priority on the implementation of [Board Policy 3.185, Reduce Single-Use Plastics](#), and must eliminate the use of single-use plastic in County facilities as required by Board Policy 3.185.

9.26.2 **Procurement Data Reporting**

- 9.26.2.1 Subrecipient will keep a monthly record of purchases of single-use products including product type, brand name, quantity purchased, and unit cost. Data will be provided to the County's Project Monitor along with other regular reports and be available upon request.

10.0 **SURVIVAL**

- 10.1 In addition to any terms and conditions of this Subaward that expressly survive expiration or termination of this Subaward by their terms, the following provisions shall survive the expiration or termination of this Subaward for any reason:

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions and Headings)

Paragraph 3 (Work)

Subparagraph 5.4 (No Payment for Services Provided Following Expiration or Termination of Subaward)

Subparagraph 7.6 (Confidentiality)

Subparagraph 8.1 (Amendments)

Subparagraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Subparagraph 8.6.2 (Compliance with Applicable Laws)

Subparagraph 8.19 (Fair Labor Standards)

Subparagraph 8.20 (Force Majeure)

Subparagraph 8.21 (Governing Law, Jurisdiction, and Venue)

Subparagraph 8.23 (Indemnification)

Subparagraph 8.24 (General Provisions for all Insurance Coverage)

Subparagraph 8.25 (Insurance Coverage)

Subparagraph 8.26 (Liquidated Damages)

Subparagraph 8.34 (Notices)

Subparagraph 8.38 (Record Retention and Inspection and Audit Settlement)

Subparagraph 8.42 (Termination for Convenience)

Subparagraph 8.43 (Termination for Default)

Subparagraph 8.48 (Validity)

Subparagraph 8.49 (Wavier)

Subparagraph 8.58 (Prohibition from Participation in Future Solicitation(s))

Subparagraph 8.60 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding)

Subparagraph 9.11 (Ownership of Materials, Software and Copyright)

Subparagraph 9.12 (Patent, Copyright and Trade Secret Indemnification)

Paragraph 10.0 (Survival)

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IN WITNESS WHEREOF, Subrecipient has executed this Subaward or caused it to be duly executed, and the County of Los Angeles, by order of its Board, has caused this Subaward to be executed on its behalf by the Director of Aging and Disabilities Department, on the day, month and year first above written. The person(s) signing on behalf of Subrecipient warrants under penalty of perjury that he or she is authorized to bind Subrecipient. Subrecipient and County acknowledge that this Subaward will not be deemed to be active until such time that the document is executed by the respective authorized representatives of both Subrecipient and County.

COUNTY OF LOS ANGELES

By _____ Date _____
Dr. Laura Trejo, Director
County of Los Angeles
Aging and Disabilities Department

SUBRECIPIENT

City of South El Monte
Subrecipient's Legal Name

ENP242509
Subaward Number

By _____ Date _____
Name of Authorized
Representative

Title

Approved as to Form:

Signature

OFFICE OF COUNTY COUNSEL

Dawyn R. Harrison, County Counsel

By _____
Lawrence M. Green
Senior Deputy County Counsel

By _____ Date _____
Name of Authorized
Representative

Title

Signature



BOARD OF SUPERVISORS

Hilda L. Solis

Holly J. Mitchell

Lindsey P. Horvath

Janice Hahn

Kathryn Barger

May 16, 2024

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

EXECUTIVE LEADERSHIP

Dr. Laura Trejo

Director

Lorenza C. Sánchez

Chief Deputy Director

Mike Tsao

Administrative Deputy II

Anna Avdalyan

Assistant Director

Winna S. Crichlow

Assistant Director

Jerrell D. Griffin

Acting Assistant Director

Ivan Pacheco

Chief Information Officer

GET IN TOUCH

510 S. Vermont Avenue, Suite 1100

Los Angeles, CA 90020

ad.lacounty.gov

info@ad.lacounty.gov

Aging & Adult Information & Assistance Line:

(800) 510-2020

Report Elder Abuse:

(877) 477-3646

Community & Senior Centers:

(800) 689-8514

Disability Information &

Access Line:

(888) 677-1199

FISCAL YEAR 2024-25 BASELINE FUNDING ALLOCATION FOR ELDERLY NUTRITION PROGRAM SERVICES

Dear Mr. Salas:

The Board of Supervisors has approved County of Los Angeles Aging and Disabilities Department (County) to enter into an Elderly Nutrition Program (ENP) Subaward with the City of South El Monte (Subrecipient). The Subaward information is outlined below:

- Purpose: Subrecipient will utilize baseline funding to provide defined and contracted ENP Older Americans Act (OAA) Title III C-1, Title III C-2, and Title III B Services during Fiscal Year (FY) 2024-25.
- Subaward Number: ENP242509
- Amendment Number: N/A
- Subaward Term: July 1, 2024 through June 30, 2025
- Total Funding Allocation: \$336,000
- Period Funds are available for use (Subject to execution of Subaward): July 1, 2024 through June 30, 2025
- Service Area: Supervisorial District 1
- Funding Source(s) and Service Category(ies) are as follows:



Funding Source	Service Category	Unit Rate	NSIP Rate	Total Unit Rate	Allocation Amount
OAA Title III C-1	American Meals	\$7.21	\$0.71	\$7.92	\$312,100 ¹
	Ethnic Meals				
	Grab & Go C-1	\$7.21	\$0.71	\$7.92	
OAA Title III C-2	Hot Meals	\$7.36	\$0.71	\$8.07	\$22,900 ²
	Frozen Meals	\$6.68	\$0.71	\$7.39	
	Emergency Meals	\$8.99	\$0.71	\$9.70	
	Grab & Go C-2	\$7.36	\$0.71	\$8.07	
OAA Title III B	Telephone Reassurance	\$0.68		\$0.68	\$1,000 ³
Subaward Sum Year 1 (SSY1)					\$336,000

¹⁻³ Complete one (1) budget and one (1) MPS for each Allocation Amount.

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

Thank you.

Mike Tsao

Mike Tsao, Administrative Deputy II
 Administrative Services Branch



City Council Agenda Report

Agenda Item No. 7.j.

DATE: May 28, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-178, ACCEPTING THE CURB ADDRESS NUMBER PAINTING SERVICES PROJECT AS COMPLETE AND AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER

SUMMARY: On February 14, 2024, the City released a Request for Proposals (RFP) for Curb Address Number Painting Services for the consultant to provide curb number painting services to paint residential and business curb number addresses throughout the City. The final cost of the service completed by Care For The Children is \$53,350.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-178, accepting the completion of the Curb Address Number Painting Services;
2. Authorize City Clerk to send the Notice of Completion for recordation to the Los Angeles County Recorder's Office; and
3. Release retention accordingly.

FISCAL/FINANCIAL IMPACT: The cost for the curb address painting services provided by Care For The Children was \$53,350 and within the adopted budget.

DISCUSSION: On February 14, 2024, the City released an RFP for Curb Address Number Painting Services.

On March 13, 2024 at 2:00 PM, the City received four (4) proposals. From the four proposals, Care For The Children was the most qualified pursuant to the City's purchasing policy and its proposal demonstrated the best understanding of the requested services. The bid submitted by Care For The Children was in the amount of \$88,132. On April 9, 2024, the City Council awarded a professional services agreement to Care For

The Children to provide Curb Address Number Painting Services for \$88,132.

On April 29, 2024, Care For The Children began to paint curb address city wide. The project has been completed within the agreement schedule and below budget. Staff recommends that City Council approve accepting project completion; authorizing of the City Clerk to send the Notice of Completion to the Los Angeles County Recorder's Office, and releasing the retention.

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

ATTACHMENT(S):

- A. Resolution No. 24-178
- B. Notice of Completion of Curb Address Painting

ATTACHMENT A

RESOLUTION NO. 24-178

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ACCEPTING THE CURB ADDRESS NUMBER PAINTING
SERVICES PROJECT AS COMPLETE AND AUTHORIZING THE
CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH
THE LOS ANGELES COUNTY RECORDER

WHEREAS, the final cost for the services provided by Care For The Children is \$53,350, which is within the approved contract amount; and

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

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

THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1: The City Council hereby adopts and approves this resolution accepting the work performed by Care For The Children for Curb Address Number Painting Services.

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

PASSED, APPROVED and ADOPTED this 28th day of May 2024.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, hereby certifies that the foregoing Resolution No. 24-178, was adopted by the South El Monte City Council at a duly noticed council meeting held on May 28, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

RECORDING REQUESTED BY:

ATTACHMENT B

WHEN RECORDED MAIL TO:

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

Free recording requested per Gov't Code 27383

Space above this line for Recorder's use

NOTICE OF COMPLETION

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

Notice is hereby given that:

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

NAMES

ADDRESSES

NONE

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

NAMES

ADDRESSES

NONE

7. A work of improvement on the property hereinafter described was completed on 5/9/2024. The work was: r Curb Address Number Painting Services
8. The name of the contractor, if any, for such work of improvement was Care for the Children
(IF NO CONTRACTOR FOR WORK OF IMPROVEMENT AS A WHOLE, INSERT 'NONE') (DATE OF CONTRACT)
9. The property on which the work of improvement was completed is in South El Monte, County of Los Angeles, State of California, and is described as follows: City owned.
10. The street address of the property is Citywide in the City of South El Monte
(IF NO STREET ADDRESS HAS BEEN OFFICIALLY ASSIGNED, INSERT 'NONE')

Dated: _____

CITY OF SOUTH EL MONTE

By: _____
Rene Salas
City Manager

VERIFICATION

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

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

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

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

State of California
County of _____

Subscribed and sworn to (or affirmed) before me on this _____
day of _____, 20____, by _____

_____,
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

(Seal)

Signature_____



City Council Agenda Report

Agenda Item No. 7.k.

DATE: May 28, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-181, REPEALING RESOLUTION 24-165 AND APPROVING FUNDING AMOUNTS FROM AVAILABLE FUNDING GRANTS, AND APPROVING AN AMENDED AND RESTATED AGREEMENT WITH COUNCIL FOR WATERSHED HEALTH FOR THE MERCED AVENUE GREENWAY PHASE II DESIGN PROJECT

SUMMARY: While the City council approved this item at the May 14th City Council meeting. The funding sources need to be revised to reflect the Council's intent that was submitted at the May 14th Council meeting.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-181, approving an amended and restated agreement with Council for Watershed Health (CWH) with a maximum contract sum of \$1,508,202. Phase I has been completed pursuant to the original contract and funded by Prop 1 grant funds. The resolution addresses the cost and funding associated with Phase II, the Merced Avenue Greenway North Construction Documents; 2) shall not impose a 10% retention requirement; and 3) extend performance period to 2 years from effective date of contract; and

2. Authorize City Manager or designee to negotiate and execute the amended and restated agreement, approved as to form by the City Attorney.

FISCAL/FINANCIAL IMPACT: Staff does not recommend splitting the funding between two grant sources as stated in the May 14th staff report. Staff now clarifies and recommends that the project be funding with Measure W funds in the amount of \$756,515.

The proposed contract services amount of \$756,515 will now be funded from the following sources:

Phase I: Merced South (Design) - Completed	
Coastal Conservancy (Prop 1) Grant	\$ 751,687
Phase II: Merced North (Design)	
County SCWP (Measure W) Municipal Funds	\$ 756,515
County Metro (Measure M) Local Return	\$ 0.00
Total Budget	\$1,508,202

DISCUSSION: In 2017, the conceptualization of the Merced Avenue Greenway was undertaken through a grant from the California Coastal Conservancy. During this initial planning and design phase, the projected cost to implement the full extent of the Greenway was assessed and the project was split into two phases - Phase I (southern residential end) and Phase II (northern business end). Under the Coastal Conservancy Grant, in partnership with CWH and its subconsultants, 100% Construction Documents were completed for Merced South (Phase I) and 30% Design Development documents were completed for Merced North (Phase II).

Only Measure W funding in the amount of \$756,515 will be used to fund this project.

ATTACHMENT(S):

- A. Resolution No. 24-181 re Amended and Restated Agreement with Council for Watershed(982063.1)

RESOLUTION NO. 24-181

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
REPEALING RESOLUTION NO. 24-165 APPROVING AN
AMENDED AND RESTATED CONTRACT WITH COUNCIL FOR
WATERSHED HEALTH TO PROVIDE ADMINISTRATIVE
OVERSIGHT SERVICES FOR THE MERCED GREENWAY
PROJECT

WHEREAS, the City entered into an agreement with Council for Watershed Health in 2017 to provide administrative oversight including grant support services for the Merced Greenway Project with a maximum contract sum of \$737,901 and funded by the State Coastal Conservancy to originally complete 60% Design and Environmental Documents; and

WHEREAS, the City, following completion of the 30% design development milestone and assessing implementation cost, made the decision, with concurrence from State Coastal Conservancy, to split the Merced Avenue Greenway Project into two phases - South (Phase I) and North (Phase II) and proceeded to 100% Construction Documents for Merced Avenue Greenway South; and

WHEREAS, Phase I has been completed and funded with Prop 1 grant funds at a cost of \$751,687; and

WHEREAS, Council for Watershed assisted the City in applying for and receiving grant awards of approximately \$8.7 Million to date to implement the future construction of Phase II Merced Avenue Greenway North from U.S. Housing and Urban Development (HUD), Active Transportation Program Cycle 6 (ATP), and CALTRANS Clean California Round 2; and applied to and awaiting determination of award of \$3.2M from EPA Community Change Program.

WHEREAS, Grant funding milestone schedule requirements for both the ATP and CALTRANS grants creates an urgency to complete project Construction Documents to 100% for Merced Avenue. As such, the City continues to require the oversight services from Council for Watershed Health until the design phase is completed, however, the City's 2017 agreement expired in 2020;

WHEREAS, the City and Council for Watershed Health wish to enter into an Amended and Restated agreement to allow for the completion of the design phase. which includes an increase to the total compensation by \$756,515, to be funded by LA County Flood Control District's Safe Clean Water Program (Measure W) - Municipal for a new maximum contract sum of \$1,508,202 (which includes the cost for both Phase I and Phase II).

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

SECTION 1. The City Council authorizes the City Manager to execute an Amended and Restated Agreement with Council for Watershed for a maximum contract sum of \$1,508,202 with a 2 year term.

SECTION 2. The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 28th day of May 2024.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-181 was passed and approved by the City Council of the City of South El Monte, at a regular meeting of said Council held on this 28th day of May 2024 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 8.a.

DATE: May 28, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Guillermo Arreola, Director of Community Development

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-179, APPROVING ACCEPTANCE OF FUNDS FROM THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (LACDA) AND ALLOCATION OF FUNDS TO THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

SUMMARY: The California Department of Housing and Community Development (HCD) requires entitlement jurisdictions to use their allocation of Permanent Local Housing Allocation (PLHA) Grant Program for eligible housing related projects and programs to assist in addressing the unmet housing needs of our community, in addition to assisting persons who are experiencing homelessness. The City was allocated \$135,125.00 for Year 4 by a formula grant by the Los Angeles County Development Authority (LACDA).

RECOMMENDED ACTION: Staff recommends City Council:

1. Find that the proposed action is not a project subject to the California Environmental Quality Act (CEQA) pursuant to Section 20165 of CEQA and Sections 15060(c)(2), 15060(c)(3), and 15378 of the State CEQA Guidelines and, as such, no environmental document pursuant to CEQA is required;
2. Adopt Resolution No. 24-179, approving the 2022-23 allocation of Community Development Block Grant-Permanent Local Housing Allocation (CDBG-PLHA) Program Year 4 funds, as outlined; and
3. Authorize City Manager or designee to execute any and all documents necessary to further the potential projects approved herein, including but not limited to amendments and modifications for CDBG projects with the Los Angeles County Development Authority (LACDA).

ENVIRONMENTAL ANALYSIS: The action proposed herein is not a project subject to the California Environmental Quality Act (CEQA) in accordance with Section 21065 of CEQA and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378. Approving and allocating funds for eligible housing projects is an administrative action

that would not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not a “project” subject to CEQA, as defined in Section 21065 of CEQA and Section 15378 of the State CEQA Guidelines. Since the action is not a project subject to CEQA, no environmental document is required.

FISCAL/FINANCIAL IMPACT: The \$135,125 PLHA funds will be expended out of Fund 51 - Permanent Local Housing Allocation Fund.

DISCUSSION: LACDA has chosen to use their funding allocation to fund the Eviction Defense Program. However, cities are given the option to utilize their allocated funds for other eligible housing activities. If a city does not choose an alternative program, the city's funds will be designated to the Eviction Defense Program. PLHA allocation amounts are only available to cities that have an HCD approved Housing Element.

Eligible activities for the formula allocations are:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary operating subsidies.
2. The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meet the needs of a growing workforce earning up to 120-percent of AMI, or 150-percent of Area Median Income (AMI) in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.
3. Matching portions of funds placed into Local or Regional Housing Trust Funds.
4. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of California Health and Safety Code Section 34176.
5. Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.
6. Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
 - a. This activity may include sub-awards to administrative entities as defined in California Health and Safety Code Sections 50490(a)(1-3) that were awarded California Emergency Solutions and Housing (CESH) program or HEAP funds for rental assistance to continue assistance to these households.
 - b. Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with Welfare and Institutions Code Section 8225(b)(8). An applicant allocated funds for the new construction, rehabilitation, and preservation of permanent supportive housing shall incorporate the core components of Housing First, as provided in Welfare and Institutions Code Section 8255, subdivision (b).

7. Accessibility modifications in lower-income owner-occupied housing.
8. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
9. Homeownership opportunities, including, but not limited to, down payment assistance.
10. Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing projects, or matching funds invested by a county in an affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing project.

South El Monte plan to spend PLHA formula funds:

- The first year PLHA allocation was designated to the Eviction Defense Program due to the City's current Housing Element status and expenditure deadline.
- The activity for Year 2 allocations was selected for homeownership opportunities including, but not limited to, down payment assistance.
- The activity for Year 3 allocations was selected for homeownership opportunities including, but not limited to, down payment assistance.

Funding Allocation Recommendations for Year 4 allocation:

- Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

Staff is suggesting using the CDBG-PLHA funds towards addressing the unmet housing needs of our community by selecting Housing for Homeless: Rental assistance. The PLHA Rental Assistance Program will assist seniors 62 years of age and older experiencing homelessness or "at risk of homelessness". The assistance is intended to be a temporary solution that allows a tenant to build a savings and better manage their personal finances.

Staff report prepared by: Linda Barragan, Community Development Analyst.

ATTACHMENT(S):

- A. 2023-0059-02-ATTACHMENT A PLHA Formula Allocations FY 2022 March 2024-Round 4 (003)
- B. B 2023-0059-03-ATTACHMENT B PLHA Eligible Activities_ (003)
- C. (SEM) Resolution No. 24-179 PLHA Year 4(984329.1)

pages 1 of 2

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Permanent Local Housing Allocation 2022				Total Urban County Entitlement		\$9,451,755
Redistricting Population Counts				Less Administration (5%)		(\$472,588)
Round 4				Total 2022-2023 to be Allocated		\$8,979,167

ATTACHMENT B: PLHA ELIGIBLE ACTIVITIES

☐ **Multifamily Rental Housing**

- | | | |
|---|---|--|
| ☐ Acquisition | ☐ Predevelopment | ☐ Development |
| ☐ Rehabilitation | ☐ Preservation | ☐ Operating Subsidies |

The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, or rental housing that is Affordable to extremely low-, very low-, low-, or Moderate-income households (up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas, see appendix B for a list of High-cost areas, including necessary Operating subsidies).

☐ **Affordable Rental, Ownership, and ADU Housing**

- | | | |
|---|---|--------------------------------------|
| ☐ Acquisition | ☐ Predevelopment | ☐ Development |
| ☐ Rehabilitation | ☐ Preservation | |

The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory dwelling units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.

☐ **Matching Funds to Regional Housing Trust Funds**

Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.

☐ **Housing for Homeless**

- | | | |
|---|---|---|
| ☐ Rapid Rehousing | ☐ Rental Assistance | ☐ Supportive Case Management |
| ☐ Operating Costs for Navigating Centers | ☐ Capital Costs for Navigation Centers | |
| ☐ Operating Costs for Emergency Shelters | ☐ New Construction | |
| ☐ Rehabilitation | ☐ Preservation | |

Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing. (A) This Activity may include subawards to Administrative Entities as defined in HSC Section 50490(a)(1-3) that were awarded CESH program or HEAP funds for rental assistance to continue assistance to these households. (B) Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with WIC Section 8255(b)(8). An Applicant allocated funds for the new construction, rehabilitation, and preservation of Permanent supportive housing shall incorporate the core Department of Housing and Community Development 13 2019 PLHA Final Guidelines components of Housing First, as provided in WIC Section 8255, subdivision (b).

☐ **Accessibility Modifications for Owner-Occupied Housing**

Accessibility modifications in Lower-income Owner-occupied housing.

NOTE: This PLHA Activity will now be funded under Affordable Rental, Ownership, and ADU Housing/Rehabilitation

☐ **Homeownership Opportunities Assistance**

Homeownership opportunities, including, but not limited to, down payment assistance.

GOALS:

Estimated Number of Accomplishments

Performance Indicators: Units or Households

ATTACHMENT C

RESOLUTION NO. 24-179

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING THE ACCEPTANCE OF FUNDS FROM THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (LACDA) AND ALLOCATION OF FUNDS TO THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

WHEREAS, the City of South El Monte desires to participate in the Los Angeles Urban County Permanent Local Housing Allocation (“PLHA”) Program; and

WHEREAS, if the City does not designate an alternative program, the Los Angeles County Development Authority (LACDA) will designate the funding allocation to fund the Eviction Defense Program; and

WHEREAS, the City Manager or his designee to execute any and all documents necessary to further the potential projects approved herein, including but not limited to amendments and modifications for Community Development Block Grant (CDBG) projects with the Los Angeles County Development Authority (LACDA).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. The action proposed herein is not a project subject to the California Environmental Quality Act (CEQA) in accordance with Section 21065 of CEQA and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378. Approving and allocating funds for eligible housing projects is an administrative action that would not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not a “project” subject to CEQA, as defined in Section 21065 of CEQA and Section 15378 of the State CEQA Guidelines. Since the action is not a project subject to CEQA, no environmental document is required.

SECTION 3. The City Council authorizes the City Manager to execute any and all documents necessary to further the potential projects approved herein, including but not limited to amendments and modifications for CDBG projects with Los Angeles County Development Authority (LACDA).

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

PASSED, APPROVED AND ADOPTED this 28th day of May 2024.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-179 was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said City Council held on the 28th day of May 2024, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 9.a.

DATE: May 28, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

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

SUBJECT: ADOPT RESOLUTION NO. 24-180, APPROVING THE PLACEMENT OF COMMEMORATIVE DEDICATION PLAQUES AT THE SOUTH EL MONTE SENIOR CENTER AND COMMUNITY CENTER

SUMMARY: Staff is requesting the City Council's approval for the placement of commemorative dedication plaques at the South El Monte Senior Center and Community Center.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-180, Approving the Placement of Commemorative Dedication Plaques at the Senior and Community Centers;
2. Approve the removal of all existing plaques installed at the South El Monte Senior Center and Community Center; and
3. Approve the placement of two commemorative dedication plaques with one installed at the South El Monte Senior Center and the second one installed at the Community Center.

FISCAL/FINANCIAL IMPACT: The estimated fiscal impact is \$3,669.00 per plaque for a total of \$7,338.00 budgeted in the General Fund for Fiscal Year 2024-25.

DISCUSSION: The Senior Center recently completed a series of upgrades to enhance the comfort and functionality of the space, making it more inviting and conducive to social activities, which are crucial for mental and emotional well-being. Projects include the installation of brand-new floors, energy-efficient lighting, and the conversion of the existing library to a modern multi-purpose room. These renovations enhance the safety and accessibility of the facility, ensuring it meets modern standards and is inclusive for all seniors. In addition, the updated facilities can support a wider range of programs and services, promoting active and healthy lifestyles among seniors. Overall, these improvements can significantly enhance the quality of life for the senior community.

Furthermore, the Community Center has also undergone improvement projects, including the installation of a new basketball gym wood floor, dance room improvements, and resurfacing and striping of the back parking lot. These renovations will improve safety and accessibility, making the community center more welcoming and usable for people of all ages and abilities. In addition, modernizing the facility enhances its functionality and appeal, encouraging greater community participation and pride. Overall, these improvements create a more vibrant, inclusive, and effective space for communal activities and services.

These remarkable transformations with the series of upgrades exemplify the city's dedication to sustainability and the enhancement of various aspects of community spaces, all aimed at enriching the resident's experience. The proposed commemorative plaques will replace all existing plaques in both buildings.

Rendering options for the plaques can be referenced in Attachment A and Attachment B. The proposed installation location is by the main entrance of both buildings, respectively, and removing all existing plaques. A dedication ceremony will be hosted at both buildings to commemorate these accomplishments.

ATTACHMENT(S):

- A. Resolution No. 24-180
- B. Rendering Option 1
- C. Rendering Option 2

ATTACHMENT A

RESOLUTION NO. 24-180

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
APPROVING THE PLACEMENT OF COMMEMMORATIVE
DEDICATION PLAQUES AT THE SOUTH EL MONTE SENIOR
CENTER AND COMMUNITY CENTER.

WHEREAS, the City of South El Monte dedicated the South El Monte Community Center in 1974.

WHEREAS, the City of South El Monte dedicated the South El Monte Community Center in 1981.

WHEREAS, the City of South El Monte rededicated the South El Monte Senior Center in 1982.

WHEREAS, the City of South El Monte rededicated the South El Monte Senior Center in 2006.

WHEREAS, the City of South El Monte rededicated the South El Monte Senior Center in 2015.

WHEREAS, the City Council desires to remove all existing plaques at the South El Monte Senior Center and Community Center and place new commemorative dedication plaques.

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The City Clerk shall certify the adoption of this Resolution 24-180.

PASSED, APPROVED AND ADOPTED this 28th day of May 2024.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 24-180 was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 28th day of May 2024, and that said Resolution was adopted by the following vote:

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

Donna G. Schwartz, City Clerk

OPTION 1



**CITY OF SOUTH EL MONTE
COMMUNITY CENTER**

DEDICATED JULY 23, 2024



**MAYOR GLORIA OLMOS
MAYOR PRO TEM RUDY BOJORQUEZ
COUNCILMEMBER MANUEL ACOSTA
COUNCILMEMBER RICHARD ANGEL
COUNCILMEMBER HECTOR DELGADO**



**CITY OF SOUTH EL MONTE
SENIOR CENTER**

DEDICATED JULY 23, 2024



**MAYOR GLORIA OLMOS
MAYOR PRO TEM RUDY BOJORQUEZ
COUNCILMEMBER MANUEL ACOSTA
COUNCILMEMBER RICHARD ANGEL
COUNCILMEMBER HECTOR DELGADO**

ATTACHMENT C

OPTION 2

**CITY OF SOUTH EL MONTE
COMMUNITY CENTER**

DEDICATED JULY 23, 2024



*ON BEHALF OF THE CITIZENS OF SOUTH EL MONTE, THE CITY COUNCIL
DEDICATES THIS CENTER FOR USE BY ITS CITIZENS AND
COMMENDS THEM FOR ALL THEY HAVE DONE IN OUR COMMUNITY.*



**MAYOR GLORIA OLMOS
MAYOR PRO TEM RUDY BOJORQUEZ
COUNCILMEMBER MANUEL ACOSTA
COUNCILMEMBER RICHARD ANGEL
COUNCILMEMBER HECTOR DELGADO**

**CITY OF SOUTH EL MONTE
SENIOR CENTER**

DEDICATED JULY 23, 2024



*ON BEHALF OF THE CITIZENS OF SOUTH EL MONTE, THE CITY COUNCIL
DEDICATES THIS CENTER FOR USE BY ITS SENIOR CITIZENS AND
COMMENDS THEM FOR ALL THEY HAVE DONE IN OUR COMMUNITY.*



**MAYOR GLORIA OLMOS
MAYOR PRO TEM RUDY BOJORQUEZ
COUNCILMEMBER MANUEL ACOSTA
COUNCILMEMBER RICHARD ANGEL
COUNCILMEMBER HECTOR DELGADO**



City Council Agenda Report

Agenda Item No. 11.a.

DATE: May 28, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

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

SUBJECT: LETTER FROM EPIPHANY CATHOLIC SCHOOL
REQUESTING A FACILITY FEE WAIVER FOR THE USE OF
THE SENIOR CENTER TO HOST AN ALUMNI MIXER

SUMMARY: The Epiphany Catholic School (Epiphany) is requesting a facility fee waiver for the use of the Senior Center dining room to host their annual Alumni Mixer on Saturday, June 1, 2024, from 12:00 p.m. to 8:00 p.m. In addition, Epiphany is requesting the City Council to waive all the associated fees incurred for the reservation.

RECOMMENDED ACTION: Staff recommends City Council:

1. Discuss and consider the facility fee waiver request by Epiphany in the amount of \$950.00; and
2. Discuss and consider waiving all the associated rental fees for the reservation in the amount of \$1,488.00

FISCAL/FINANCIAL IMPACT: If approved in accordance with the Facility Reservation Regulations and Fee Schedule, the City will waive the facility rental fees in the amount of \$950.00

In addition, the City Council has the discretion to waive any non-facility rental fees including staff time, cleaning, security, and refundable damage deposits. If approved, the City Council will waive the additional fees incurred for the reservation in the amount of \$1,488.00. The total waived amount for the reservation is \$2,438.00.

Please reference the chart below detailing the reservation cost:

Waived Facility Rental Fees

Fee	Unit	Cost
Senior Center Dining Room Fee	\$100.00 per hour x 8 hours	\$800.00

Kitchen Rental Fee	Flat Rate (\$150.00)	\$150.00
Total Cost:		\$950.00

Non-Waived Fees:

Fee	Unit	Cost
Staffing Fee	\$16/hr x 3 staff x 8 hrs	\$384.00
Security Fee	\$38/hr x 2 guards 4 hrs	\$304.00
Cleaning Fee	Flat Rate (\$300.00)	\$300.00
Refundable Damage Deposit	Flat Rate (\$500.00)	\$500.00
Insurance Premium	Agency will provide	NA
Total Cost:		\$1,488.00

DISCUSSION: Epiphany has been a community partner since 1959. They proudly serve the City of South El Monte by providing faith-based academic curriculum and enrichment programming to children 5 to 12 years of age. The school wishes to host an Alumni Mixer, in an effort to raise funds for students' scholarships and update academic materials for their Science, Technology, Engineering, and Math (STEM) programming.

Epiphany is requesting the City sponsor the event by waiving all the reservation fees incurred to host the Alumni Mixer at the Senior Center on Saturday, June 1, 2024, from 12:00 p.m. to 8:00 p.m.

ATTACHMENT(S):

- A. Epiphany Reservation Application
- B. Epiphany Fee Waiver Request Letter



City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 579-2043
www.ci.south-el-monte.ca.us



APPLICANT INFORMATION

Name: Gabby Negrete	Organization/Business: Epiphany School
Address:	City: Zip Code:
Home Phone:	Work Phone:
Cell Phone:	Email:

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****
****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

RESERVATION INFORMATION

FACILITY REQUESTED:

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
☐ Kitchen	☒ Dining Room	☐ Main Pool	Mary Van Dyke
☐ Gymnasium	☐ Arts and Craft Room	☐ Wading Pool	☐ Community Room
☐ Amphitheater	☐ Game Room I	☐ Locker Rooms	☐ Gazebo
☐ Dance Room	☐ Game Room II		Shively and New Temple
☐ Parking Lot			☐ Field
			☐ Picnic Area
			☐ Field
			☐ Picnic Area
Date of Event: <u>June 1, 2024</u>	Day(s): <u>Saturday</u>	Estimated Attendance: <u>100</u>	
Purpose of Event/Function: <u>Alumni Mixer</u>			
Reservation Time: <u>1:00 pm</u> to <u>7:00 pm</u>	Set up Time: <u>12:00 am</u> to <u>1:00 pm</u>		
Kitchen Hours: <u>3:00 pm</u> to <u>7:00 pm</u>	Clean up Time: <u>7:00 pm</u> to <u>8:00 pm</u>		
Will the event be open to the public? <u>no</u>			
Will there be entertainment? <u></u>	If yes, what type? <u></u>		
Will food be served? <u></u>	If yes, name of caterer? <u></u>		
Will alcohol be served? <u></u>			
Portable Stage needed? <u></u>			

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: _____ Date: _____

----- OFFICE USE ONLY -----
☐ APPROVED ☐ DENIED Recreation Services Designee _____ Date: _____

City of South El Monte Recreation Services Department

APPLICANT NAME: _____ DATE OF USE: _____

FACILITY: _____

FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

****IMPORTANT INFORMATION****

NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN

NOTE: FLOORS ARE COVERED WITH CARPET

Building Fee	\$ 100 x 8 Hours	\$ 800.00
Staff Fee	\$ 16 x 3 # Staff x 8 Hours	\$ 384.00
Security Guard Fee	\$ 38 x 2 # Guard (s) x 4 Hours	\$ 304.00
Kitchen Fee		\$ 150.00
Clean Up Fee		\$ 300.00
Damage Deposit		\$ 500.00
Insurance Premium Certificate	Agency has Provided	\$ NA
Liquor Premiums		\$ NA
Inflatable Bouncer		\$ NA
ABC Permit		\$ Na
	TOTAL:	\$ 2,438.00

of Round Tables: 0

of Rectangle Tables: 20

of Chairs 200

Table and Chair Ratio

6 inch Round Table = 8 chairs

6x6 Rectangle Table = 8 chairs

BALANCE DUE DATE: _____

Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____

Security Deposit Refund:

Invoice #: _____

Full refund: Yes _____ No _____

Account#: _____

Reservation Info:

If No, reason:

Amount refunded: \$ _____ Warrant Request Made on: _____

Last update 7/11/18

CITY BUILDINGS POLICY AND PROCEDURES

City of South El Monte ("City") Facilities may be used for recreation, social, educational, or governmental functions. The City reserves the right to cancel any reservation at a moment's notice if the facility is needed by the City. However, reasonable effort will be made to relocate/reschedule the event. The City reserves the right of full access to all activities at any time during their occurrence to see that all rules, regulations, and City, State, and Federal Laws are not violated.

Facility use does not suggest City endorsement or sponsorship of any event. Applicant's publicity of event shall clearly and accurately identify the name of the sponsoring organization or individual.

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

APPLICATION PROCESS:

1. Applicant must be at least 21 years of age. Proof of residency for City residents is required at time of application.
2. **A facility is not considered rented until (1) applicant delivers to the City the facility Rental Application and Agreement, rental fee, deposit(s), and any other items deemed necessary by the City; and (2) the City's Recreation Department Supervisor or his/her designee in his/her sole discretion, approves such rental in writing.**
3. The approval process takes a maximum of 14 working days. DO NOT advertise your event or print invitations prior to receiving written approval.
4. Reservations will not be accepted more than one year or less than 30 days in advance of date requested.
5. Time requested must include decorating, event and clean-up time.
6. Clean-up, Damage and Security deposits are due at time of application. Full fees must be paid 30 days prior to the event to avoid termination of application. Payments can be made by cash, check, money order, or credit card. Checks must be made payable to the "City of South El Monte".

INSURANCE REQUIREMENTS

Without limiting Applicant's indemnification of the City, and prior to commencement of the facility use, the applicant shall obtain, provide and maintain at its own expense during the term of facility use, a policy of insurance of the type and amount described below and in a form that is satisfactory to the City. If insurance coverage is cancelled or materially changed, the applicant must notify the city immediately.

General liability insurance. Applicant 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. If alcohol is sold during the permitted activity, coverage must include full liquor liability. **The City of South El Monte, its officers, officials, agents, and employees shall be included as additional insureds on the policy.**

Primary/non-contributing. Coverage provided by the Applicant shall be primary and any insurance or self-insurance procured or maintained by City of South El Monte shall not be required to contribute with it.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this application shall be endorsed to waive subrogation against the City of South El Monte, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the applicant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Applicant hereby waives its own right of recovery against the City of South El Monte.

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 Applicant maintains higher limits than the minimums shown above, the City of South El Monte requires and shall be entitled to coverage for the higher limits maintained by the Applicant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of South El Monte.

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 VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

*For organizations/businesses that do not carry general liability insurance, special event liability insurance can be purchased through the City/Alliant Insurance.

APPLICANT RESPONSIBILITIES:

1. Applicant must be present during the entire event.
2. All activities must cease, and the facility completely vacated by 1:00 a.m. Amplified music must be terminated no later than 12:00 a.m. (midnight).
3. The group must appear within 30 minutes of time specified or permit will be cancelled and all fees forfeited.
4. Applicant cannot exceed the number attending on the application.
5. Activities for minors must be supervised by responsible adults on the ratio of at least one adult for every 20 minors.
6. Applicant must secure services of at least two private security guards for supervision of teenage (ages 13-20) events. Security services will be added into total fees.
7. Groups using kitchen facilities shall furnish own dishes, silverware, cooking utensils, towels, soap, ice, serving trays, etc.
8. Applicant is responsible for facility clean-up. Facility must be left in a reasonably clean condition (as determined by the City) to receive a full deposit refund.
9. **Applicant must conduct a walkthrough of the facility with staff prior to and at the conclusion of the event to review the condition of the facility. The Facility Condition Report must be signed to receive a deposit refund.**
10. Applicant is responsible for the supervision of small children. They must remain in the reserved area.
11. Applicant shall adhere with all local, state, and federal laws, codes, and regulations related to the use of the Facility, including but not limited to fire codes, assembly occupancy, public health orders, and the Americans with Disabilities Act.
12. Applicant further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health orders and/or guidance in effect at the time of the use of the facility.
Failure to comply with any of the City's policies, procedures, or information published on this application will result in cancellation of renters reservation and lost of damage deposit.

DECORATIONS/SET-UP:

1. Staples, nails or any drilling are prohibited on all surfaces including walls, glass, tables, windows and doors.
2. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.
3. All decorations must be removed by the applicant at the conclusion of the event.
4. Applicant is responsible for own set-up and tear down. City staff will assist with tear down of City owned tables and chairs only.
5. Hay and confetti of any sort are prohibited.

PROHIBITED:

1. No alcoholic beverages (unless proper permits are obtained) or illegal substances are permitted on City property. Violation will result in the closure of the event and forfeiture of all fees.
2. Use of glass containers is prohibited at all facilities unless otherwise approved by the Recreation Services Supervisor or his/her designee.
3. Smoking is not permitted on City property.
4. No profane language or disorderly or unseemly conduct is permitted in any City facility.

PROHIBITED CONTINUED:

5. No advertisements, circulations or petitions, solicitations, nor entry fees are permitted without written approval from the City.
6. Guests may not take food into the hallways/restrooms or any other areas that are not rented.
7. No storage of private property is permitted on City premises.
8. City Facilities cannot be used for commercial purposes without written approval.
9. Bounce houses and petting zoos are not permitted on City facilities.
10. City equipment shall not be removed from any City facility.
11. No animals are permitted at the facility, with the exception of seeing-eye dogs, service animals, or animals pre-approved for use in special exhibits.
12. Applicant shall not admit a larger number of individuals than can lawfully, safely, and freely move about the facility.
13. Only D/J and small bands are allowed to play in the facility. **Staff will determined appropriate volume levels.**
14. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.

REFUND OF SECURITY DEPOSIT:

1. Refund of security deposit will take approximately 2-6 weeks after the conclusion of your event, provided the City determines no deductions of the security deposit are necessary.
2. There will be a deduction from your security deposit for the following items: damage to floors, walls, or any other part of the facility, additional cleaning, repair or replacement, deviation from the rental agreement, extra staff time cost, or disturbances requiring law enforcement.
3. If Applicant violates any part of this agreement or reports false information to the City, the City may refuse applicant further use of the facility; and applicant shall forfeit a portion of or all of the rental fees and/or deposit.

CANCELLATION POLICY:

1. Reservations must be cancelled at least five days prior to event in order to receive full deposit refund

2. All other cancellations subject to a \$25 administration fee.
3. Failure to comply with the reservation regulations, policies, procedures, or any information listed on the reservation application can result in a cancellation of reservation and loss of Damage Deposit.

CANCELLATION, RULES AND REGULATION POLICY

I, the undersigned applicant, have read, understood, received a copy of, and agree to abide by and enforce the cancellation, rules, regulations, and policies governing this facility as set forth by the City of South El Monte. I understand that by signing this document, I accept all responsibility for any damages to premises, furniture, equipment or grounds resulting from use of the facility. I further agree that any violation of the Facility Rules and Regulations can result in immediate cancellation of the reservation and forfeiture of all fees and deposits.

Applicant's Signature: _____ Date: _____

ATTACHMENT B

Epiphany Catholic School

10915 Michael Hunt Drive
South El Monte, California 91733
Phone 626-758-1094 Fax 626-270 4166

May 7, 2024

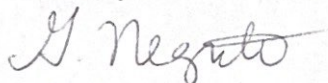
South El Monte City Hall
1415 Santa Anita Avenue
South El Monte, California 91733

To Mayor Olmos and City Council Members:

The administration of Epiphany Catholic School is requesting the waiver of the fee for the use of the Senior Center. We would like to know if possible that our school event- Alumni Mixer to be held on Saturday, June 1st from 4 to 6 pm. Unfortunately our back patio is being used . We greatly appreciate your generous spirit and your commitment in always helping our school

If you have any questions, please feel free to call me. Thank You.

Sincerely,



Gaby Negrete
Principal



City Council Agenda Report

Agenda Item No. 11.b.

DATE: May 28, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: LETTER FROM EPIPHANY CHURCH REQUESTING TO WAIVE ALL FEES RELATED TO STAFF TIME AND TEMPORARY USE PERMIT TO HOLD A PROCESSION ALONG CITY STREETS ON SUNDAY, JUNE 2, 2024

SUMMARY: The City received a letter from Dr. Humberto Ramos requesting fee waivers and city staff support to hold a procession on city streets.

RECOMMENDED ACTION: Staff recommends City Council consider the request made by Epiphany church to waive all city fees to hold a procession along city streets.

FISCAL/FINANCIAL IMPACT: The estimated unreimbursed labor cost would be \$315. This includes three Code Enforcement Officers to perform traffic control duties from 3pm to 5pm on June 2nd. The forgone temporary use fee would be \$1,250. Hence, the total estimated revenues forgone would be \$1,565 for the General Fund.

DISCUSSION: City staff received a request from Dr. Humberto Ramos from Epiphany to conduct a procession on city streets from 3pm to 5pm on Sunday, June 2nd.

The procession would travel from the parish parking lot south on Lidcombe, then east on Central, and south on Cogswell, then east on Maplefield, and north on Durfee, then west on Maplefield and back to the church.

They are expecting 100 people to accompany the procession. Program time is from 3pm to 5pm.

ATTACHMENT(S):

- A. Epiphany Request Letter 6.2.2024
- B. Epiphany Procession Route 6-2-2024

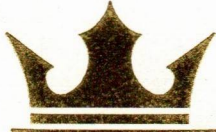


Epiphany Catholic Church

10911 E. Michael Hunt Dr.

South El Monte California 91733

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



May 22, 2024

Ms. Gloria Olmos, Mayor
Honorable Members of the City Council
1415 N. Santa Anita Ave.
South El Monte, CA 91733

Dear Ms. Olmos ad City Council Members,

Once again, our parishioners would like to hold a procession through the neighborhood. We would like to hold it on Sunday, June 2, 2024 beginning at the church parking lot at 3:00 pm and heading south on Lidcombe; east of Central; south on Cogswell; east on Maplefield; north on Durfee; west on Michael Hunt Dr. to church. Attached you will find a copy of the route above mentioned.

The event will consist of a vehicle carrying some sound equipment and singer, a large cart that will be pushed through the street and pedestrians following behind. We calculate that about 100 people will accompany the cart.

We would request that the City Council waive the fees associated with the permit and whatever labor cost for a soft closure by our code enforcement that the city may deem appropriate.

Thank you for your service and support to our community.

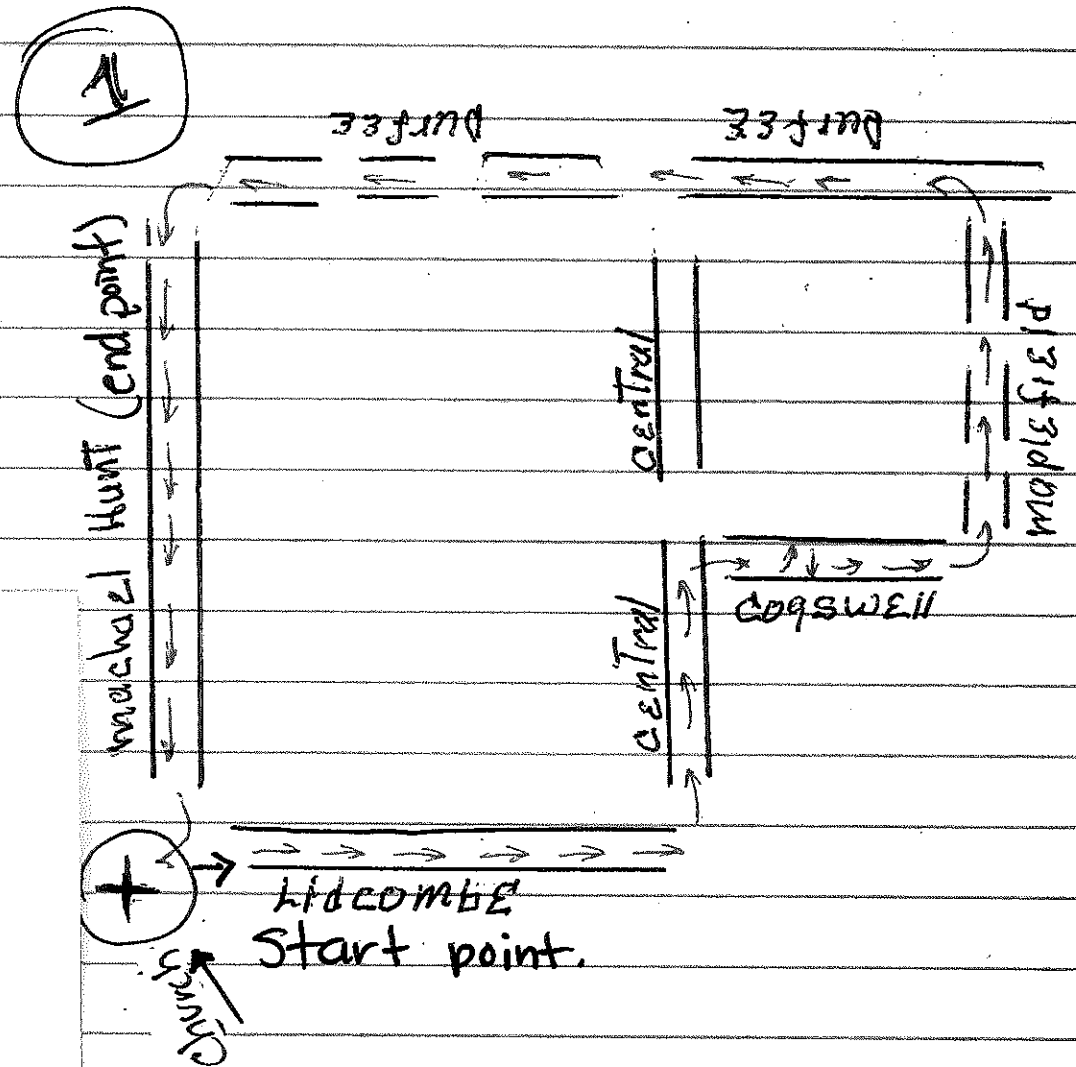
Sincerely in Christ,

Dr. Humberto Ramos, PhD
Paris Life Director

CC: Ariana De la Cruz



Dr Ramos.





Successor Agency Agenda Report

Agenda Item No. 19.a.

DATE: May 28, 2024

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rene Salas, Executive Director

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE SUCCESSOR AGENCY MEETING MINUTES FOR APRIL 23, 2024

SUMMARY: Staff is requesting approval of the Minutes of the April 23, 2024, Successor Agency Meeting.

RECOMMENDED ACTION: Staff is requesting approval of the Minutes of the April 23, 2024, Successor Agency Meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DRAFT SA Minutes 4-23-24

**CITY OF SOUTH EL MONTE
SUCCESSOR AGENCY MEETING MINUTES**

Tuesday, April 23, 2024 - 6:00 p.m.
1415 Santa Anita Ave., South El Monte, CA 91733

Successor Agency Meeting Immediately Followed Regular City Council Meeting

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

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

Chair Olmos called the meeting to order at 8:37 p.m.

16. CALL TO ORDER AND ROLL CALL

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

ABSENT: Board Member(s): None.

STAFF PRESENT: Rene Salas, Executive Director; Anthony R. Taylor, General Counsel; Donna G. Schwartz, Secretary; Masami Higa, Director of Finance, and Sabrina Muhne Deputy City Clerk.

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

17. APPROVAL OF AGENDA

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

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

NAYS: Board Member(s): None.

18. PUBLIC COMMENTS – None.

19. CONSENT CALENDAR

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

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

NAYS: Board Member(s): None.

CONSENT CALENDAR (CONTINUED)

- 19.a.** Approved the Regular Successor Agency Meeting Minutes of March 26, 2024.
- 19.b.** Adopted Resolution No, SA 24-03, approving the execution of a subordination agreement whereby the Successor Agency subordinates its deed of trust which secures the obligations of SEL Homes, LLC, a California limited liability ("Owner") in favor of the Successor Agency to a new loan to Owner in the amount of \$4,800,000 from Citizens Business Bank and authorized the Executive Director or designee to negotiate and execute agreement.
- 20. EXECUTIVE DIRECTOR'S AGENDA – None.**
- 21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING**

There being no further business coming before this body, at 8:29 p.m. Chair Olmos adjourned the meeting.

Donna G. Schwartz, Secretary

Gloria Olmos, Chair