CITY OF SOUTH EL MONTE
ADJOURNED REGULAR MEETING AGENDA
OF THE SOUTH EL MONTE CITY COUNCIL

JUNE 23, 2020, 5:30 PM
COUNCIL CHAMBERS
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733

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

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

Members of the public wishing to submit a general comment or a comment on an agenda item, can email rjuarez@soelmonte.org or call (626) 579-6540 to leave a voicemail message. All comments received by 4:30 p.m. on Tuesday, June 23, 2020 will be added to the City Council agenda as part of the public comment. The public may also view a live telecast of the meeting online at www.cityofsouthelmonte.org.

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

ANTHONY R. TAYLOR, CITY ATTORNEY
RACHEL BARBOSA, CITY MANAGER
ROSE JUAREZ, CITY CLERK

1. **ROLL CALL** Councilmembers: Acosta, Angel, Delgado, Retamoza, (Mayor) Olmos

2. **PLEDGE OF ALLEGIANCE** Councilmember Manuel Acosta

3. **INVOCATION** Dianna P. Gomez, Senior Executive Assistant

4. **PRESENTATIONS** None.

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

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

6. **PUBLIC COMMENT**

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

7. **CONSENT CALENDAR**

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

7.a. <u>MINUTES</u>

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

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

Minutes

7.b. <u>WARRANTS</u>

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

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-63, authorizing payment of City expenditures.
Resolution No. 20-63

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

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

RECOMMENDED ACTION: Staff recommends that the City Council consider and adopt Ordinance No. 1247, Zone Change (No. 19-22) to change the zoning designation for properties located at 2610-2634 Chico Avenue.
Ordinance No. 1247

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

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

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-64, authorizing the allocation of $160,000 from general fund balance and authorizing the City Manager to enter into a contract for the purchase of a Land Management System, the scanning of physical documents, and procuring required hardware.
Attachment A - Resolution No. 20-64
Attachment B - South El Monte PGP Award Letter
Attachment C - Community Development Solution Overview

7.e. CONSIDERATION OF RESOLUTION NO. 20-65, AUTHORIZING THE FILING OF AN APPLICATION TO THE STATE OF CALIFORNIA

HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT (HCD) FOR THE LOCAL EARLY ACTION PLANNING (LEAP) GRANT PROGRAM TO HELP STREAMLINE HOUSING PERMITS

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

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-65 authorizing the City Manager or the City Manager's designee to apply for the California Department of HCD's LEAP Grant Program In the amount of $150,000 to help streamline housing permits and if awarded, authorize the City Manager or the City Manager's designee to execute the standard agreement, subject to approval by the City Attorney.

Attachment A - Resolution No. 20-65
Attachment B - Notice of Funding Availability

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

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

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-66, amending the Agreement with JLHA for environmental services and the management of the MS4 NPDES regulatory permit to extend the contract for an additional three (3) months and increase compensation terms by $40,000 for a total not to exceed contract amount of $190,000.

Attachment A - Resolution No. 20-66
Attachment B - Amendment No. 1

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

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

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-67 approving the List as a requirement of SB-1 and for submittal to the CTC, and authorize the City Manager to sign all documents related to SB-1/RMRA funding.

Attachment A - Resolution No. 20-67
Attachment B - SB-1 Project List

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

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

RECOMMENDED ACTION: Staff recommends the City Council adopt Resolution No. 20-69, approving the Agreement and authorizing the City Manager to execute the same.

Attachment A - Resolution No. 20-69
Attachment B - ENP Allocation Letter

Attachment C - Subaward Agreement

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

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

RECOMMENDED ACTION: Staff recommends that the City Council approve the request to waive the $400 installation fee and the annual renewal fee of $25.
Attachment A - Letter
Attachment B - Application

7.j. CONSIDERATION OF RESOLUTION NO. 20-68, APPROVING A NEW AGREEMENT WITH TRANSTECH ENGINEERS, INC. (TRANSTECH) FOR PROFESSIONAL CONSULTING AND ENGINEERING SERVICES FOR A ONE-YEAR TERM IN AN AMOUNT NOT TO EXCEED $546,240, INCLUDING AN APPROPRIATIONS REQUEST OF $85,000, WITH AN OPTION TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS

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

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-68, approving a new agreement to extend the arrangement with Transtech for professional consulting and engineering services for a one-year term in an amount not to exceed $546,240, including an appropriations request of $85,000, with an option to extend for two additional one-year periods.
Attachment A - Resolution No. 20-68
Attachment B - Agreement
Attachment C - Fee Schedules

8. PUBLIC HEARINGS None.

9. GENERAL BUSINESS

9.a. FISCAL YEAR 2020-21 ANNUAL BUDGET

Each year the City performs budget workshop sessions to review the proposed annual budget for the new fiscal year. As part of the budget workshop, a presentation of the preliminary FY 2020-21 annual budget is provided in order to review, discuss, and adjust, as necessary, to arrive at a final budget for Council adoption.

RECOMMENDED ACTION: Staff recommends that the City Council review the preliminary 2020-21 annual budget, discuss the recommendations made, provide feedback, and give direction to finalize the budget for adoption.
Attachment A - Presentation
Attachment B - 2020-2021 Budget

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

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

11. CORRESPONDENCE None.

12. COUNCILMEMBERS' AGENDA

12.a. MAYOR PRO TEM GRACIE RETAMOZA

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

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

12.b. MAYOR GLORIA OLMOS

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

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

3. Chapcare Warning

13. CLOSED SESSION

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

City Negotiator: City Manager

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

14. ADJOURNMENT June 29, 2020, 5:30 p.m.

City Council Agenda Report

Agenda Item No. 7.a.

DATE: June 23, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rose Juarez, City Clerk

SUBJECT: MINUTES

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

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

ATTACHMENTS:
Minutes

CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
MAY 12, 2020 6:00 P.M.
COUNCIL CHAMBERS
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733

1. **ROLL CALL**

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

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

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

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

2. **PLEDGE OF ALLEGIANCE**

Councilmember Angel led the Pledge of Allegiance.

3. **INVOCATION**

Mayor Olmos offered the Invocation.

4. **PRESENTATIONS None.**

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

A motion was made by Delgado, seconded by Angel and carried (5 - 0) to approve the agenda.

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

6. **PUBLIC COMMENT**

Mayor Olmos opened public comments.

Mayor Olmos announced TNT Fireworks submitted a letter in reference to Agenda Item 12.b.3. and Ismael Mayans submitted petitions in reference to Agenda Item 12.b.1., and read into the record the petition titled "Petition to Stop the Ramada Hotel in South El Monte from Becoming a Homeless Shelter".

Emails in Opposition of Project Room Key submitted by: AwaysAHundred8, Andrea Aguilar, Tommy Banh, Toucan Bee, Johnny Castillo, Vicky Castillo, Elizabeth Chavez, Mok Chhay, Lydia Dia, Gus Frias, Alyssa Gaytan, Lauren Guevara, Vincent Han, Wendy Ho, Nan Huang, June Hy, Huy Lem, Caihong Li, Giovanni Licea, Ofelia Licea, Maria Mendez, Rose Mary Moncada, Lucy and Desiree De La Torre, Juan Carlos Nunez, Orellana Odelisa, Juan Orellana, Odelisia Orellana, Irma Peniche, Aracely Ramirez, Rose Rodriguez, Nilda Rosales, Juanita Sanabria, Alicia Sanchez, Ofelia Sanchez, Anna Tang, Yvette Trujillo, Priscilla Villa, Christine Villegas, Tubao Yang, and Spring Yup.

Emails in Support of Project Room Key submitted by: Abigail Aceves, Teresa Eilers, Eilman Farooqui, and Merced Stratton.

Emails in Neutral position for Project Room Key submitted by: Cesar Hernandez and Maria Mendez.

Maria Mendez, South El Monte Resident, requested that the City Council do everything possible to protect the safety of the youth, seniors and community and questioned who will be providing added security to the community, if the Sheriffs department will be obtaining additional resources, and how Project Room Key will successfully exit at the end of three months.

Ceasar Hernandez, South El Monte Resident, inquired if the public can contact the County Supervisor and Representatives to ask questions about Project Room Key, asked for clarification to the response the City Council received from the County, and requested the transcript of the City Council meeting.

Florencio Briones, El Monte Union High School District Board of Trustees, on behalf of the Board of Trustees, read a letter in support of Project Room Key.

Joseph Kay, South El Monte Resident, stated a better location should be found for Project Room Key, he is concerned of the impact it will have on the youth and seniors, and requested that the City Council continue to support the community.

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

7. **CONSENT CALENDAR**

a. **MINUTES**

Staff seeks City Council approval of the Minutes of the Special Meeting of April 7, 2020.

b. **WARRANTS**

Authorizing payment of City expenditures for the period of April 29, 2020 through May 12, 2020 totaling $866,583.08.

c. **CONSIDERATION OF RESOLUTION NO. 20-45 APPROVING A COOPERATION AGREEMENT FOR THE CITY OF SOUTH EL MONTE'S CONTINUED PARTICIPATION IN THE LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

The Los Angeles County Development Authority ("LACDA") has requested that all cities participating in the Los Angeles Urban County Community Development Block Grant ("CDBG") program sign new Cooperation Agreements with the County. The request by LACDA is precipitated by their formal agency name change that became effective on May 16, 2019.

d. **CONSIDERATION OF RESOLUTION NO. 20-46 AUTHORIZING THE ALLOCATION OF $13,542.62 FROM AQMD FUNDS AND $26,318.26 IN GENERAL FUND BALANCE FOR THE PURCHASE OF AN ELECTRIC MOWER AND A HYDRAULIC GAS MOWER**

The City's existing mowers, the Mean Green electric CXR-60 mower and Exmark D902 diesel mower, were purchased in 2014 and need to be replaced due to wear and tear. Both mowers are used weekly to mow the landscape and ball fields at our City Parks and Civic Center. Continued use will result in more maintenance repair costs.

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

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

8. **PUBLIC HEARINGS None.**

9. **GENERAL BUSINESS**

a. **CONSIDERATION OF RESOLUTION NO. 20-44 ADOPTING CITY-WIDE FINANCIAL POLICIES**

The Interim Finance Director presented the staff report.

In response to Councilmember Delgado's question, the Interim Finance Director stated the City Council must review and adopt the investment policy once a year and it was moved from June to January to space out the timing throughout the year.

A motion was made by Angel, seconded by Acosta and carried (5 - 0) to adopt Resolution No. 20-44, approving the City-wide financial policies.

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

b. **COVID-19 UPDATE BY CITY MANAGER INCLUDING DISCUSSION OF TIMING OF RE-OPENING CITY HALL AND IMPACTS ON CITY SERVICES**

The City Manager presented the staff report and announced beginning May 18, 2020, City Hall will reopen to the public with modified hours, Monday and Wednesday from 7:00 a.m. to 2:30 p.m. and Tuesday and Thursday from 10:00 a.m. to 5:30 p.m., and the other City facilities and parks will remain closed to the public.

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

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

c. **CONSIDERATION OF RESOLUTION NO. 20-43, EXTENDING THE PROCLAMATION OF A LOCAL EMERGENCY**

The City Attorney presented the staff report.

In response to Councilmember Acosta's question, the City Attorney stated State Law requires a 60 day review period of a proclamation of a local emergency which is the purpose of extending the City's proclamation before the 60 day deadline.

A motion was made by Olmos, seconded by Angel and carried (5 - 0) to adopt Resolution No. 20-43, extending the proclamation of a local emergency in response to COVID-19.

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

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

Mayor Olmos provided a report on her participation via teleconference meetings with Greater El Monte Hospital and Sanitation District.

11. **CORRESPONDENCE**

a. **CORRESPONDENCE FROM THE PARENTS OF SOUTH EL MONTE HIGH SCHOOL GRADUATING CLASS OF 2020 AND MEMBERS OF THE COMMUNITY OF THE CITY OF SOUTH EL MONTE**

The City Manager announced Mrs. Mesa withdrew her request for the City's assistance.

12. **COUNCILMEMBERS' AGENDA**

a. **COUNCILMEMBER MANUEL ACOSTA**

1. **Discussion on South El Monte High School's Class of 2020 Banner Program**

Councilmember Acosta stated it has been determined that the banner program project is too costly and asked the City Council to provide alternate ways to celebrate the Class of 2020.

Mayor Olmos suggested a drive-by diploma pick up and stated the City will be placing large street banners on Santa Anita Avenue, Durfee Avenue, and at South El Monte High School to congratulate the Class of 2020.

Mayor Pro Tem Retamoza suggested all the student's names be placed on the City's marquee and included in the City's newsletter.

The City Manager stated she would speak with the City's Communications Coordinator about placing the names on the marque, and confirmed the June newspaper will include a centerfold special on the graduates from the local schools and street banners congratulating the Class of 2020 will be placed on Santa Anita Avenue and Durfee Avenue.

Councilmember Angel suggested balloons and a banner be placed on the front lawn of City Hall congratulating the Class of 2020.

Councilmember Delgado suggested the June newsletter be dedicated to the graduates from all the local schools and include their picture and the college they will be attending.

The City Manager stated due to the decrease in reporting of community events there is a savings in the newspaper account which can be applied to the June issue and she would coordinate with the school districts to obtain the students information for the newsletter.

b. **COUNCILMEMBER HECTOR DELGADO**

1. **Status Update on Project Roomkey**

The City Manager stated she has not received any updates on Project Room Key aside from the City receiving an outpouring of opposition for the project.

The City Attorney stated he discussed with the Attorney that represents Los Angeles County the questions posed by the City Council and Residents, and at this time he is not aware of any agreements being in place.

Mayor Olmos stated she has been working directly with the owner of the Ramada who assured her that he turned down Project Room Key, however, there is the possibility he may be negotiating something else with the County.

2. **CDBG Update on Small Business Loans**

The City Manager stated the City explored all options for reallocating available CDBG funds and with the additional $128,000 received from the County for COVID-19 recovery, a total of $250,000 will be allocated for business and residential assistance programs.

The Public Works Director stated $250,000 is available for the following three programs: (1) $100,000 for Micro-Enterprise Assistance Program - $10,000 grants for small business owners with 5 or fewer employees, the business owner must have a household income at 80% or less of the area median income; (2) $100,000 for Special Economic Development - $20,000 grants for businesses that have a maximum of 40 employees, at least 51% of the jobs created or retained will be held by or made available to persons who's household income is at 80% of area media income; and (3) $50,000 for Home Owners and Renters - $2,000 grants per applicant which must be used for mortgage, rent, or utilities, and applicants must be at a household income at or below 80% of the area median income. The selection process can be through a lottery system or on a first come first serve basis, and the

application process is being formalized and will be brought back at the next meeting for the City Council's consideration.

Councilmember Delgado recommended that the grant amounts be reduced in half so that double the amount of families and businesses can receive assistance.

Mayor Olmos spoke in support of the selection process being on a first come first serve basis and cutting the grants in half in order to assist more residents and businesses.

3. **Fourth of July Fireworks Stand Discussion/Action**

Councilmember Delgado stated local nonprofits and sports organizations depend on the funds generated from the fireworks stands, more families will be at home this year which is an opportunity for them to bond and purchase safe fireworks, and he is in full support of allowing fireworks stands if the COVID-19 protocol provided by TNT is followed.

Mayor Olmos stated her concern is the enforcement of social distancing inside the stands but allowing the stands would be beneficial for the organizations and for the families who will be home, and suggested if the fireworks stands are not allowed that donations be made to the organizations.

In response to Councilmember Angel's question, the City Manager stated the fireworks companies submit the applications on behalf of the stand operators and the City has not yet received any applications requesting a fireworks stand.

The Assistant Planner stated TNT will be submitting fireworks stand applications and Phantom has submitted two fireworks stand applications.

In response to Mayor Pro Tem Retamoza's question, the Assistant Planner stated he had not discussed the managing of social distancing with TNT, however, the City received an email from TNT regarding their COVID-19 protocol.

Councilmember Delgado requested Staff follow up with the organizations to determine if they are interested in operating a fireworks stand and that a report be brought back to the City Council for their consideration.

Staff was directed to bring back a staff report on the fireworks stands for the City Council's consideration at the next meeting.

13. **CLOSED SESSION**

a. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

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

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

The City Council recessed to closed session at 7:25 p.m. and reconvened to open session at 7:43 p.m.

The City Attorney announced the City Council met in closed session to discuss the item listed on the agenda and there was no reportable action taken.

14. **ADJOURNMENT**

There being no further business coming before this body, Mayor Olmos adjourned the meeting at 7:44 p.m.

Rose Juarez, City Clerk	Gloria Olmos, Mayor

City Council Agenda Report

Agenda Item No. 7.b.

DATE: June 23, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: WARRANTS

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

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-63, authorizing payment of City expenditures.

ATTACHMENTS:
Resolution No. 20-63

RESOLUTION NO. 20-63

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD OF JUNE 10, 2020 THROUGH JUNE 23, 2020 TOTALING $579,815.68

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

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

Interim Finance Director

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

	CLAIMANT	CLAIM PERIOD	WARRANT #'S	AMOUNT
FY 19/20	Electronic Warrants	06/10/2020 – 06/23/2020	4005-4021	$128,753.90
FY 19/20	Hand Typed Warrants	06/10/2020 – 06/23/2020	136031-136048	$88,673.38
FY 19/20	Regular Warrants	06/10/2020 – 06/23/2020	136049-136119	$206,146.76
Payroll	Manual Check	PPE 06/13/2020	27181	23,934.30
Payroll	Check	PPE 06/13/2020	27182-27191	8,253.80
Payroll	Direct Deposit	PPE 06/13/2020	756944-757055	124,053.54
	Total Warrants			$579,815.68

TOTAL EXPENDITURES RESOLUTION NO. 20-63 $579,815.68

PASSED, APPROVED, AND ADOPTED this 23rd day of June 2020.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Rose Juarez, City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-63, was duly passed and approved by the City Council of the City of South El Monte at a adjourned regular meeting of said Council held on the 23rd day of June 2020, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Rose Juarez, City Clerk

City of South El Monte

Date: 6/16/2020

Time: 03:54PM

Warrant Register
Council Meeting of 06/23/2020

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011701720	A & R SAFE & LOCK CORP.	136049	6/23/2020	DUP FACILITY KEYS	663.71
						$663.71
20	011601620	ACTION SALES	136050	6/23/2020	2 FREEZERS SCTR	8,946.16
						$8,946.16
20	011501530	ADMINISTRATIVE SERVICES CO-0P	136051	6/23/2020	TAXI SVCS SENIORS#502	4,525.05
						$4,525.05
20	011301330	ADVANCED MICROCOMPUTING CONCE	136052	6/23/2020	PC INTSTALL #502	295.00
20	011301330		136052	6/23/2020	APR'20 CLOUD SRVS	750.00
20	011301330		136052	6/23/2020	MAY'20 CLOUD SVCS	750.00
20	011301330		136052	6/23/2020	JUN'20 CLOUD SVCS	750.00
20	011301330		136052	6/23/2020	MAY'20 MICROSOFT LIC	2,058.00
20	011301330		136052	6/23/2020	APR'20 OFFICE 365	2,087.40
20	011301330		136052	6/23/2020	JUN'20 MICROSOFT LIC	2,982.00
20	011301330		136052	6/23/2020	MAY'20 GENERAL IT	9,450.00
20	011301330		136052	6/23/2020	JUN'20 GENRAL IT	9,450.00
20	011301330		136052	6/23/2020	APR'20 GENERAL IT	9,585.00
						$38,157.40
20	011001030	ALESHIRE & WYNDER, LLP	136053	6/23/2020	APR'20 LEGL SVCS #502	11,911.00
20	011001030		136053	6/23/2020	MAR'20 LEGL SVCS #502	13,414.00
						$25,325.00
20	011401430	AMAZON CAPITAL SERVICES, INC	136054	6/23/2020	COMM DEV SUPPLIES	89.57
20	011701720		136054	6/23/2020	IPAD CASE/BAG/FILTER	125.26
						$214.83
20	011701720	AQUA PURE DRINKING WATER	136055	6/23/2020	5GALLON WTR SVCS YARD	45.97
						$45.97
20	011501520	AREA D	136031	6/4/2020	ANN. 19/20 MEMBERSHIP	1,043.10
						$1,043.10
20	011301330	AT&T	136056	6/23/2020	4/28-5/27 BAN 034753	20.67
						$20.67
20	011001020	AT&T TELECONFERENCE SERVICES	136057	6/23/2020	5/1-6/1 AUDIO/WEB CON	266.17
						$266.17
20	011701750	ATHENS SERVICES	136058	6/23/2020	JUN'20 PARKING SWEEP	464.63
20	011701760		136058	6/23/2020	JUN'20 STREET SWEEP	5,133.29
						$5,597.92
20	448008010	AUTOZONE	136059	6/23/2020	RETURN BATTERY #16	-166.49
20	011701770		136059	6/23/2020	RTN PHONE HOLDER #25	-14.29
20	011701770		136059	6/23/2020	RETURN PHONE HOLDER	-14.29
20	011701770		136059	6/23/2020	EXT BAR TOOL GARAGE	7.03
20	011701770		136059	6/23/2020	PHONE HOLDER	14.29
20	011701770		136059	6/23/2020	PHONE HOLDER UNIT #25	14.29
20	011701770		136059	6/23/2020	TIEDOWN STRAPS GARAGE	71.29
20	448008010		136059	6/23/2020	REPLACE BATTERY #16	168.29

City of South El Monte

Date: 6/16/2020

Warrant Register

Time: 03:54PM

Council Meeting of 06/23/2020

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
						$80.12
20	011701020	BASE HILL, INC.	136032	6/4/2020	MAR'20 JANITOR SVCS	7,339.00
20	011701020		136032	6/4/2020	MAR'20 JANITOR SVCS	7,339.00
20	011701020		136060	6/23/2020	MAY'20 JANITORIAL SVC	7,339.00
						$22,017.00
20	05	BLUE SHIELD OF CA LIFE & HEALTH	136033	6/4/2020	JUN'20 VISON 5/30/20	327.40
20	05		136033	6/4/2020	JUN'20 VISION 6/13/20	327.40
						$654.80
20	011511541	BSN SPORTS	136062	6/23/2020	PICKLE BALL SET	217.57
						$217.57
20	011401440	BUREAU VERITAS NORTH AMERICAN IN	136063	6/23/2020	MAY'20 BUS LIC INSPEC	640.00
						$640.00
20	05	CALIFORNIA TEAMSTERS LOCAL 911	136043	6/11/2020	JUN'20 UNION DUES-ADM	184.00
20	05		136043	6/11/2020	JUN'20 UNION DUES-R&F	1,216.00
						$1,400.00
20	011001040	CAPIO	136064	6/23/2020	SOCIAL MEDIA WEB 6/9	20.00
						$20.00
20	011701710	CINTAS CORP. #693	136065	6/23/2020	CHALL MAT CLEANING	16.18
20	011601620		136065	6/23/2020	SCTR MAT CLEANING	16.50
20	011701710		136065	6/23/2020	MAT CLEANING CHALL	24.43
20	011601620		136065	6/23/2020	MAT CLEANING SCTR	40.61
20	011601610		136065	6/23/2020	CCTR MAT CLEANING	93.74
20	011601620		136065	6/23/2020	SCTR MAT CLEANING	126.45
20	011701710		136065	6/23/2020	CHALL MAT CLEANING	136.96
						$454.87
20	011701740	CITY OF EL MONTE-FINANCE DEPT.	136066	6/23/2020	CNG 12/1-4/30 UNIT#28	315.35
						$315.35
20	011601620	DDC ELECTRIC SUPPLY, INC.	136068	6/23/2020	WATER HTR SWITCH PART	51.69
20	011601620		136068	6/23/2020	WATER HEATER SWITCH	93.50
20	011601620		136068	6/23/2020	H20 HEATER IGNITIONBO	169.13
						$314.32
20	011301310	DIANNA GOMEZ	136078	6/23/2020	FEE AMENDING TAXES	80.00
						$80.00
20	063003010	DRIFTWOOD DAIRY, INC	136069	6/23/2020	MAR20 MILK/BREAD PRGM	0.18
20	063003020		136069	6/23/2020	MAY20 MILK/BREAD PRGM	9.63
20	063003020		136069	6/23/2020	JUN20 MILK/BREAD PRGM	19.17
20	063003020		136069	6/23/2020	MAR20 MILK/BREAD PRGM	19.61
20	063003020		136069	6/23/2020	MAY20 MILK/BREAD PRGM	20.03
20	063003020		136069	6/23/2020	JUN20 MILK/BREAD PRGM	22.90
20	063003020		136069	6/23/2020	JUN20 MILK/BREAD PRGM	24.43
20	063003020		136069	6/23/2020	MAY20 MILK/BREAD PRGM	28.66
20	063003010		136069	6/23/2020	MAY20 MILK/BREAD PRGM	86.70

City of South El Monte

Warrant Register
Council Meeting of 06/23/2020

Date: 6/16/2020

Time: 03:54PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	063003010	DRIFTWOOD DAIRY, INC...	136069	6/23/2020	JUN20 MILK/BREAD PRGM	172.61
20	063003010		136069	6/23/2020	MAR20 MILK/BREAD PRGM	176.52
20	063003010		136069	6/23/2020	MAY20 MILK/BREAD PRGM	180.34
20	063003010		136069	6/23/2020	JUN20 MILK/BREAD PRGM	206.11
20	063003010		136069	6/23/2020	JUN20 MILK/BREAD PRGM	219.89
20	063003010		136069	6/23/2020	MAY20 MILK/BREAD PRGM	257.98
						$1,444.76
20	011701770	DWS TIRES	136070	6/23/2020	REPAIR FRONT TIRES#25	24.00
20	011701770		136070	6/23/2020	4 TIRES UNIT #19	700.00
						$724.00
20	011701750	EBERHARD EQUIPMENT	136071	6/23/2020	LAWN MOWER RENTAL	2,353.89
						$2,353.89
20	011601610	ECOLAB PEST ELIM. DIVISION	136072	6/23/2020	APR'20 CCTR PEST CONT	69.18
20	011601610		136072	6/23/2020	MAY'20 CCTR PEST CONT	69.18
20	011701720		136072	6/23/2020	MAY'20 YARD PEST CONT	144.14
20	011701720		136072	6/23/2020	APR'20 YARD PEST CONT	144.14
20	011701710		136072	6/23/2020	MAY'20 CHALL PEST CON	194.39
20	011701710		136072	6/23/2020	APR'20 CHALL PEST CON	194.39
20	011601620		136072	6/23/2020	APR'20 SCTR PEST CONT	254.20
						$1,069.62
20	011301310	EL MONTE PRINTING	136073	6/23/2020	PRINTING A/P CHECKS	467.97
						$467.97
20	011601650	EWING IRRIGATION	136074	6/23/2020	NTP STAKING FLAGS	10.71
20	011601650		136074	6/23/2020	NTP SUPPLES/WATER KEY	45.71
20	011701020		136074	6/23/2020	PROTECTIVE EQP. STAFF	52.78
20	011601650		136074	6/23/2020	NTP IRRIGATION SUP.	120.86
20	011701750		136074	6/23/2020	DURF/BIKELANE IRG SUP	181.57
20	011701720		136074	6/23/2020	IRRIGATION STOCK PART	260.79
						$672.42
20	011701020	GALLS LLC	136076	6/23/2020	UNIFORMS ALEX AGUILA	33.19
20	011701020		136076	6/23/2020	UNIFORM ALEX AGUILA	212.78
						$245.97
20	011701750	GARVEY EQUIPMENT COMPANY	136077	6/23/2020	STRING TRIMMER REPAIR	49.96
20	011701750		136077	6/23/2020	HEDGE TRIMMER REPAIR	81.38
20	011701750		136077	6/23/2020	LANDSCAPE EQIP REPAIR	85.34
20	011701750		136077	6/23/2020	STRING TRIMMER REPAIR	94.49
20	011701750		136077	6/23/2020	STRING TRIMMER REPAIR	137.60
20	011701750		136077	6/23/2020	MOWER REPAIR	181.34
20	011701750		136077	6/23/2020	TRIMMER MTNC	205.64
						$835.75
20	011701720	GOT PROPANE INC	136079	6/23/2020	OVERPAYMENT CREDIT	-0.44
20	011701720		136079	6/23/2020	H-3 PROPANE FILL UP	39.56
20	011701720		136079	6/23/2020	H-3 PROPANE FILL UP	90.42

City of South El Monte

Date: 6/16/2020

Time: 03:54PM

Warrant Register
Council Meeting of 06/23/2020

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
						$129.54
20	011701710	GRANT'S TRUE VALUE HARDWARE	136080	6/23/2020	MISC MTC SUPP CHALL	19.83
20	011701710		136080	6/23/2020	COMPUTER CONNECT#502	47.27
20	011601650		136080	6/23/2020	BBQ GRILL BLK SPRAY	49.45
20	011601630		136080	6/23/2020	KEYS BUNGALOWS MCTR	52.45
20	011701740		136080	6/23/2020	TAPE/SIGNAGE #502	98.93
						$267.93
20	063003020	HUNTINGTON CULINARY	136081	6/23/2020	MAY26-29 FROZEN MEALS	413.00
20	063003020		136081	6/23/2020	JUN 2-4 FROZEN MEALS	472.00
20	063003020		136081	6/23/2020	MAY18-23 FROZEN MEALS	472.00
20	063003010		136081	6/23/2020	MAY18-23 FROZEN MEALS	7,665.20
20	063003010		136081	6/23/2020	JUN 2-4 FROZEN MEALS	7,878.00
20	063003010		136081	6/23/2020	MAY26-29 FROZEN MEALS	8,357.00
						$25,257.20
20	011701770	HYDRAULICS & GASKETS	136082	6/23/2020	TRACTOR REPAIRS	110.00
20	011701770		136082	6/23/2020	PRESSSURE WASH REPAIR	237.07
						$347.07
20	011601650	INDUSTRIAL PIPE & STEEL	136083	6/23/2020	CUT METAL/NTP SUP	17.42
20	011701710		136083	6/23/2020	PLEXIGLASS SUPS #502	19.31
						$36.73
20	011601620	INNER-COOL CORP	136084	6/23/2020	FREEZER#1 REPAIR SCTR	318.25
20	011601620		136084	6/23/2020	FREEZER#2 REPAIR SCTR	662.74
20	011701710		136084	6/23/2020	A/C COIL REPAIR CHALL	1,507.00
						$2,487.99
20	011701770	JCB FINANCE, PROG. BANK OF THE WE	136044	6/11/2020	MAY'20 TRACTOR LEASE	1,694.67
						$1,694.67
20	011701760	JCL TRAFFIC SERVICES	136085	6/23/2020	STRAP FOR STREET SIGN	61.59
20	011701760		136085	6/23/2020	STREET SIGNAGE SUPP.	209.96
20	011701760		136085	6/23/2020	STREET SIGNAGE SUPP.	418.56
20	011701760		136085	6/23/2020	STREET SIGNAGE SUPP.	860.40
						$1,550.51
20	011401410	JEFFREY MICHAEL ORTIZ	136096	6/23/2020	MAY'20 PLANNING MTG	150.00
						$150.00
20	011701750	JHM SUPPLY	136086	6/23/2020	IRRAGATION SUP/STOCK	250.00
20	011701750		136086	6/23/2020	IRRIGATION SUP/STOCK	618.57
						$868.57
20	011401475	JOHN L. HUNTER AND ASSOCIATES, IN	136087	6/23/2020	MAR'20 NPDES	3,367.50
20	011401475		136087	6/23/2020	FEB'20 NPDES	3,538.75
20	255505510		136087	6/23/2020	MAR'20 USED OIL RECYL	190.00
20	275755710		136087	6/23/2020	FEB'20 BEV CONT RECYL	570.00
20	275755710		136087	6/23/2020	MAR'20 BEV CONT RECYL	760.00
20	011701475		136087	6/23/2020	FEB'20 IND. WASTE SVS	1,637.50
20	011701475		136087	6/23/2020	MAR'20 IND WASTE SVS	4,085.00

City of South El Monte

Warrant Register
Council Meeting of 06/23/2020

Date: 6/16/2020

Time: 03:54PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
						$14,148.75
20	011201220	LANGUAGE NETWORK	136088	6/23/2020	TRANSLATE ELEC NOTICE	405.00
						$405.00
20	011401410	LARRY RODRIGUEZ	136107	6/23/2020	MAY'20 PLANNING MTG	150.00
						$150.00
20	011701770	LAWNMOWER CORNER	136089	6/23/2020	TRANSMISSON MTNC	790.21
						$790.21
20	011601660	LBC LIGHTING	136090	6/23/2020	BB COURTS FLOODLIGHTS	4,399.56
						$4,399.56
20	011401410	LEONEL A. BARRERA JR	136091	6/23/2020	MAY'20 PLANNING MTG	150.00
						$150.00
20	011701740	LINH AUTO BODY	136092	6/23/2020	AUTOBODY REPAIR #19	1,864.94
						$1,864.94
20	011601610	MISSION FENCE & PATIO BUILDERS	136093	6/23/2020	SECURE SKATE PK #502	62.80
						$62.80
20	05	NATIONWIDE RETIREMENT SOLUTIONS	136038	6/9/2020	JUN'20 PPE 05/30/20	3,715.50
20	05		136045	6/11/2020	PPE 6/13/20/VASQUEZ,J	19,500.00
						$23,215.50
20	01	NOEMI OCHOA	136047	6/16/2020	TBALL REFUND NATTHAN	40.00
						$40.00
20	011701710	OFFICE DEPOT	136094	6/23/2020	OFFICE SUPPLIES	3.01
20	011701710		136094	6/23/2020	OFFICE SUPPLIES	11.86
20	011201210		136094	6/23/2020	OFFICE SUPPLIES	13.07
20	011501530		136094	6/23/2020	OFFICE SUPPLIES	266.38
20	011001050		136094	6/23/2020	CHAIR FOR HR	429.38
20	011701710		136094	6/23/2020	OFFICE SUPPLIES	515.25
						$1,238.95
20	011701750	OMEGA INDUSTRIAL SUPPLY, INC.	136095	6/23/2020	GRAFFITI REMOVER	226.60
20	011701020		136095	6/23/2020	HAND SANITIZER- #502	459.55
						$686.15
20	011201210	P.F. PETTIBONE & CO	136097	6/23/2020	MINUTE BOOKS	578.50
						$578.50
20	011601650	PACIFIC PRODUCTS AND SERVICES LL	136098	6/23/2020	NTP CUSTOM SIGNAGE	1,137.50
						$1,137.50
20	011701710	PNC EQUIPMENTFINANCE	136099	6/23/2020	JUN'20 EQUIP RENTAL	5,767.38
						$5,767.38
20	011601640	POST ALARM SYSTEMS	136100	6/23/2020	JUN'20 POOL SVCS	39.25
20	011701710		136100	6/23/2020	JUN'20 CHALL SVCS	39.25
20	011601610		136100	6/23/2020	JUN'20 CCTR SVCS	39.25
20	011701720		136100	6/23/2020	JUN'20 YARD SVCS	39.25
20	011601670		136100	6/23/2020	JUN'20 MVD SVCS	39.25

City of South El Monte

Date: 6/16/2020

Warrant Register
Council Meeting of 06/23/2020

Time: 03:54PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011601630	POST ALARM SYSTEMS...	136100	6/23/2020	JUN'20 MCTR SVCS	39.25
20	011601650		136100	6/23/2020	JUN'20 NTP SVCS	39.25
20	011601620		136100	6/23/2020	JUN'20 SCTR SVCS	39.25
						$314.00
20	011701020	PREMIER JANITORIAL SERVICES	136101	6/23/2020	SANITIZER #502	66.00
20	011701740		136101	6/23/2020	DISINFECTANT #502	220.00
20	011701740		136101	6/23/2020	BOTTLE/TOILET PAP#502	231.00
20	011701020		136101	6/23/2020	FACIAL MASKS #502	308.00
20	011701020		136101	6/23/2020	FACIAL MASKS #502	308.00
20	011701020		136101	6/23/2020	SANTITIZER/MASKS #502	413.60
						$1,546.60
20	011501530	PRINT XPRESSIONS	136102	6/23/2020	VOLUNTEER VEST SENIOR	1,325.10
						$1,325.10
20	011701710	QUADIENT LEASING USA, INC.	136103	6/23/2020	JUL-OCT20 POSTAGE LSE	738.01
						$738.01
20	011601620	QUENCH USA, INC.	136104	6/23/2020	JUN'20 SCTR WATER SYM	55.32
						$55.32
20	011701770	RAY'S OK TIRES INC.	136105	6/23/2020	4 TIRES UNIT #007	751.20
						$751.20
20	011601610	RESPOND SYSTEMS	136106	6/23/2020	FIRST AID SUP CCTR	115.61
20	011701710		136106	6/23/2020	FIRST AID SUP CHALL	135.85
20	011701720		136106	6/23/2020	FIRST AID SUP YARD	414.61
						$666.07
20	011401410	RUBY YEPEZ	136119	6/23/2020	MAY'20 PLANNING MTG	150.00
						$150.00
20	011401410	RUDY BOJORQUEZ	136061	6/23/2020	MAY'20 PLANNING MTG	150.00
						$150.00
20	011701720	SAFETY-KLEEN CORP.	136108	6/23/2020	YARD/SUMP PUMP MTNC	2,031.03
						$2,031.03
20	011201210	SAN GABRIEL VALLEY NEWSPAPER GF	136109	6/23/2020	5/13 PUBLISH ORD 1243	380.00
20	011201210		136109	6/23/2020	2/26 PUBLISH ORD 1241	422.00
20	011701520		136109	6/23/2020	ADVERT RFP CONSULTING	3,296.00
						$4,098.00
20	011701730	SAN GABRIEL VALLEY WATER	136034	6/4/2020	4/13-5/12 THIEN/PARKW	22.87
20	011701730		136034	6/4/2020	4/13-5/12 11016 GOMEZ	22.87
20	011701730		136034	6/4/2020	4/16-5/15 2004 ROSEME	22.87
20	011701730		136034	6/4/2020	3/26-4/27 1341 ISL/SA	26.16
20	011701730		136034	6/4/2020	4/15-5/14 SANTA/MERCE	38.28
20	011701730		136034	6/4/2020	4/15-5/14 1707 MERCED	42.73
20	011701730		136034	6/4/2020	4/13-5/12 FARN/PECK	57.20
20	011701710		136034	6/4/2020	5/1-6/1 1415 SANTA AN	60.46
20	011701730		136034	6/4/2020	4/15-5/14 2000 SANTA	61.17

City of South El Monte

Date: 6/16/2020

Time: 03:54PM

Warrant Register
Council Meeting of 06/23/2020

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011701730	SAN GABRIEL VALLEY WATER...	136034	6/4/2020	4/15-5/14 10452 RUSH	65.14
20	011701730		136034	6/4/2020	4/15-5/14 2022 CENTRA	73.09
20	011701720		136034	6/4/2020	4/15-5/14 1900 CENTRA	85.00
20	011701720		136034	6/4/2020	5/1-6/1 1900 N CENTRA	90.68
20	011701730		136034	6/4/2020	4/15-5/14 1819 MERCED	92.95
20	011701730		136034	6/4/2020	4/16-5/15 2218 ROSEME	114.38
20	011701730		136034	6/4/2020	4/13-5/12 1660 DURFEE	114.38
20	011701730		136034	6/4/2020	4/10-5/11 1903 DURFEE	114.38
20	011701730		136034	6/4/2020	4/15-5/14 1652 TYLER	118.35
20	011701730		136034	6/4/2020	4/15-5/14 MERCED/SANT	122.33
20	011601620		136034	6/4/2020	3/26-4/27 1556 CENTRA	140.37
20	011701730		136034	6/4/2020	4/13-5/12 1675 DURFEE	142.19
20	011601670		136034	6/4/2020	3/26-4/27 1819 CENTRA	183.04
20	011601640		136034	6/4/2020	3/26-4/27 1500 CENTRA	183.04
20	011701730		136034	6/4/2020	4/10-5/11 1926 DURFEE	183.04
20	011701730		136034	6/4/2020	4/13-5/12 1109 PECK	183.04
20	011601660		136034	6/4/2020	4/15-5/14 LERMA/MILLE	183.04
20	011701730		136034	6/4/2020	4/13-5/12 1710 DURFEE	187.02
20	011701730		136034	6/4/2020	4/13-5/12 1222 PECK	187.02
20	011601630		136034	6/4/2020	4/15-5/14 1824 CENTRA	187.02
20	011601670		136034	6/4/2020	4/15-5/14 1819 CENTRA	190.99
20	011701730		136034	6/4/2020	4/13-5/12 1508 PECK	190.99
20	011701730		136034	6/4/2020	4/13-5/12 1628 DURFEE	194.96
20	011701730		136034	6/4/2020	4/10-5/11 2018 DURFEE	194.96
20	011701730		136034	6/4/2020	4/13-5/12 1502 PECK	210.85
20	011601610		136034	6/4/2020	4/15-5/14 1530 CENTRA	218.80
20	011601650		136034	6/4/2020	3/26-4/27 1450 LIDCOM	226.75
20	011701710		136034	6/4/2020	4/15-5/14 1415 SANTA	234.69
20	011601620		136034	6/4/2020	4/15-5/14 1556 CENTRA	254.55
20	011601660		136034	6/4/2020	3/26-4/27 1402 LERMA	750.90
20	011601640		136034	6/4/2020	4/15-5/14 1500 CENTRA	1,072.95
20	011601610		136034	6/4/2020	3/26-4/27 1530 CENTRA	1,272.80
20	011701730		136046	6/11/2020	4/27-5/27 1341 SANTA	26.16
20	011701730		136046	6/11/2020	4/17-5/18 2620 ROSEME	114.38
20	011701730		136046	6/11/2020	4/17-5/18 2464 ROSEME	114.38
20	011601650		136046	6/11/2020	4/27-5/27 1450 LIDCOM	190.99
20	011601620		136046	6/11/2020	4/27-5/27 1556 CENTRA	225.71
20	011601610		136046	6/11/2020	4/27-5/27 1530 CENTRA	360.29
20	011701710		136046	6/11/2020	4/27-5/27 1415 SANTA	517.84
20	011601670		136046	6/11/2020	4/27-5/27 1819 CENTRA	517.85
20	011601640		136046	6/11/2020	4/27-5/27 1500 CENTRA	1,466.46
20	011601650		136046	6/11/2020	4/27-5/27 1450 LIDCOM	1,745.05
20	011601660		136046	6/11/2020	4/27-5/27 1402 LERMA	2,073.70
20	011701710		136048	6/16/2020	6/1-7/1 1415 SANTA	60.46
20	011701720		136048	6/16/2020	6/1-7/1 1900 CENTRAL	90.68
						$15,622.25

City of South El Monte

Date: 6/16/2020

Warrant Register

Time: 03:54PM

Council Meeting of 06/23/2020

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011701760	SOUTHEAST CONSTRUCTION PRODUC	136110	6/23/2020	STREET MARKINGS SUP	25.63
20	011701750		136110	6/23/2020	IRRIGATION SUPPLIES	45.44
20	011701020		136110	6/23/2020	SUN PROTECTIVE HATS	92.24
20	011701020		136110	6/23/2020	HATS PART TIME HELP	176.00
20	011701760		136110	6/23/2020	COLD PATCH POTHOLE RP	461.30
						$800.61
20	389009000	ST. FRANCIS ELECTRIC, LLC	136111	6/23/2020	SA/FERN SIGNAL #290	786.00
20	011701760		136111	6/23/2020	APR20 TRAFFIC SIG MTC	743.25
20	011701760		136111	6/23/2020	MAR20 TRAFFIC SIG MTC	771.00
						$2,300.25
20	05	STANDARD INSURANCE	136039	6/9/2020	JUN'20 LIFE & AD&D	396.69
20	05		136039	6/9/2020	JUN'20 LIFE & AD&D	396.70
20	05		136040	6/9/2020	JUN'20 SUPPLEMENTAL	308.49
20	05		136040	6/9/2020	JUN'20 SUPPLEMENTAL	308.49
						$1,410.37
20	05	STANDARD INSURANCE D2	136041	6/9/2020	JUN'20 DENTAL	2,629.46
20	05		136041	6/9/2020	JUN'20 DENTAL	2,629.46
						$5,258.92
20	011601630	STANLEY PEST CONTROL	136112	6/23/2020	TERMITE CONTROL MCTR	1,700.00
						$1,700.00
20	011501530	SUPERIOR WAREHOUSE GROCERS	136113	6/23/2020	BAG DEDUCTION #502	-0.15
20	011501530		136113	6/23/2020	BASIC FOOD SENIOR#502	12.25
20	011501530		136113	6/23/2020	BASIC FOOD SENIOR#502	18.88
20	011501530		136113	6/23/2020	BASIC FOOD SENIOR#502	20.32
20	011501530		136113	6/23/2020	BASIC FOOD SENIOR#502	20.65
20	011501530		136113	6/23/2020	SANITARY SUPP #502	22.83
20	011501530		136113	6/23/2020	BASIC FOOD SENIOR#502	27.25
20	011501530		136113	6/23/2020	BASIC FOOD SENIOR#502	32.16
20	011501530		136113	6/23/2020	BASIC FOOD SENIOR#502	34.58
20	011501530		136113	6/23/2020	SANITARY/DISFECT #502	68.87
						$257.64
20	011701720	THE GAS COMPANY	136035	6/4/2020	4/15-5/14 1900 CENTRA	28.49
20	011601650		136035	6/4/2020	4/15-5/14 1450 LIDCOM	44.87
20	011601630		136035	6/4/2020	4/15-5/14 1824 CENTRA	47.06
20	011601620		136035	6/4/2020	4/15-5/14 1556 CENTRA	63.43
20	011601610		136035	6/4/2020	4/15-5/14 1530 CENTRA	86.36
20	011601640		136035	6/4/2020	4/15-5/14 1500 CENTRA	577.09
20	011701710		136035	6/4/2020	3/31-4/29 1415 SANTA	648.10
						$1,495.40
20	011601640	THE ILLINI COMPANIES, INC	136067	6/23/2020	MAY'20 POOL CHEMICALS	38.52
20	011601640		136067	6/23/2020	5/4 POOL CHEMICALS	233.17
20	011601640		136067	6/23/2020	5/26 POOL CHEMICALS	233.17
20	011601640		136067	6/23/2020	5/26 POOL CHEMICALS	316.12
20	011601640		136067	6/23/2020	4/29 POOL CHEMICALS	357.22

City of South El Monte

Date: 6/16/2020

Time: 03:54PM

Warrant Register
Council Meeting of 06/23/2020

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011601640	THE ILLINI COMPANIES, INC...	136067	6/23/2020	5/14 POOL CHEMICALS	395.15
20	011601640		136067	6/23/2020	APR'20 POOL MTNC	1,775.00
20	011601640		136067	6/23/2020	MAY'20 POOL MTNC	1,775.00
						$5,123.35
20	011001040	THE SAUCE CREATIVE SERVICES COR	136114	6/23/2020	JUN'20 NEWSLETTER	4,067.41
						$4,067.41
20	011001020	TOWNSEND PUBLIC AFFAIRS	136115	6/23/2020	JAN20 GRANT SVC	4,000.00
						$4,000.00
20	011301310	TRUSAIC	136075	6/23/2020	JUN'20 ACA MONTHLY	1,000.00
						$1,000.00
20	011701740	ULINE	136116	6/23/2020	SAFETY GLOVES #502	218.32
20	011601620		136116	6/23/2020	CROWD CONT BELTS#502	1,530.87
20	011701740		136116	6/23/2020	SUPPLIES #502	3,701.21
						$5,450.40
20	05	WASHINGTON NATIONAL INSURANCE C	136042	6/9/2020	JUN'20 LIFE INSURANCE	883.23
20	05		136042	6/9/2020	JUN'20 LIFE INSURANCE	883.23
						$1,766.46
20	011701020	WAXIE SANITARY SUPPLY	136117	6/23/2020	LATEX GLOVES #502	47.48
20	011701020		136117	6/23/2020	LATEX GLOVES #502	189.90
20	011701740		136117	6/23/2020	SANTIZING SUP#502	229.57
20	011701740		136117	6/23/2020	TOILET PAPER #502	444.22
20	011701740		136117	6/23/2020	CITYWIDE SUPP #502	1,491.50
20	011701740		136117	6/23/2020	AIR FRESHNERS	64.50
20	011701740		136117	6/23/2020	TRASH LINERS	1,212.09
20	011701740		136117	6/23/2020	JANITORIAL SUP/FACILI	1,671.99
						$5,351.25
20	011701760	WEST COAST ARBORISTS, INC	136036	6/4/2020	REMOVE 1 STREET TREE	1,666.00
20	011701760		136036	6/4/2020	PRUNE 85ST TREES/RM 1	13,166.00
						$14,832.00
20	011301330	WINDSTREAM HOLDINGS, INC	136037	6/4/2020	4/18-5/17 CITY PHONE	5,561.91
						$5,561.91
20	011701020	WINZER	136118	6/23/2020	FACE MASKS #502	151.34
20	011701750		136118	6/23/2020	GRAFFITI REMOVER	605.41
						$756.75

Report Total **294,820.14**

RAB

City Manager

City of South El Monte

Date: 6/16/2020

Time: 03:53PM

Warrant Register
Council Meeting of 06/23/2020

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	05	AFLAC WORLDWIDE HEADQUARTERS	4010	6/9/2020	MAY'20 PPE 5/2/20	800.86
20	05		4010	6/9/2020	MAY'20 PPE 5/16/20	800.86
						$1,601.72
20	011701710	AT&T MOBILITY	4017	6/15/2020	4/19-5/18 B.HERNANDEZ	48.17
20	011101110		4017	6/15/2020	4/19/5/18 SHERIFF DEP	55.53
20	011701740		4017	6/15/2020	4/19-5/18 PUBLIC WORK	61.15
20	011301310		4017	6/15/2020	4/19/5/18 FINANCE	92.26
20	011001020		4017	6/15/2020	4/19-5/18 CITY MNGR	114.10
20	011401430		4017	6/15/2020	4/19-5/18 CODE ENFORC	232.87
20	011001010		4017	6/15/2020	4/19-5/18 COUNCIL	729.71
20	011201210		4024	6/16/2020	4/19-5/18 CITY CLERK	160.73
						$1,494.52
20	05	CALPERS RETIREMENT	4005	6/4/2020	5/3-5/16 PLAN 23047	1,567.00
20	05		4005	6/4/2020	5/3-5/16 PLAN 27216	7,139.90
20	05		4005	6/4/2020	5/3-5/16 PLAN 685	10,550.14
20	05		4018	6/15/2020	PPE 5/17-5/30 23047	1,482.66
20	05		4018	6/15/2020	PPE 5/17-5/30 27216	7,027.17
20	05		4018	6/15/2020	PPE 5/17-5/30 685	10,346.12
						$38,112.99
20	05	DEPARTMENT OF THE TREASURY	4006	6/4/2020	FEDERAL A. LUGO	5.26
20	05		4006	6/4/2020	MED A. LUGO	10.56
20	05		4006	6/4/2020	FICA A.LUGO	45.14
20	05		4011	6/9/2020	MED PPE 05/16/20	12.34
20	05		4011	6/9/2020	FICA PPE 5/16/20	52.80
20	05		4011	6/9/2020	MED PPE 05/30/20	4,445.00
20	05		4011	6/9/2020	FEDERAL PPE 05/30/20	13,598.76
20	05		4011	6/9/2020	FICA PPE 05/30/20	19,006.36
20	05		4019	6/15/2020	MED J. VASQUEZ 6/13	2,096.70
20	05		4019	6/15/2020	FICA J.VASQUEZ 6/13	8,965.20
20	05		4019	6/15/2020	FEDERAL VASQUEZ 6/13	17,288.14
						$65,526.26
20	011001010505	ELAN FINANCIAL SERVICES	4012	6/9/2020	NALEO ED. REFUND	-700.00
20	011001010		4012	6/9/2020	APPLE STORAGE FEE	0.99
20	011001040		4012	6/9/2020	PHOTOSHOP	9.99
20	011701710		4012	6/9/2020	SGV CHALL NEWS SUB	10.00
20	011501530		4012	6/9/2020	CRICUT MONTHLY SUB.	10.81
20	011701710		4012	6/9/2020	LA TIMES DIGITAL SUB.	15.96
20	011001040		4012	6/9/2020	CAPIO WEBINAR	20.00
20	011001040		4012	6/9/2020	123RF CLIP ART	45.00
20	011501530		4012	6/9/2020	POSTERMYWALL APR-JULY	89.95
20	011001010		4012	6/9/2020	UBER EATS COUNCIL MTG	116.66
20	011501530		4012	6/9/2020	3/9-4/5 DIRECT TV	145.99
20	011001020		4012	6/9/2020	ZOOM.US ZOOM MEETINGS	239.90
20	011001020		4012	6/9/2020	HILTON CALI CANNABIS	264.02
20	01		4012	6/9/2020	INTEREST WAVIED	-61.81

City of South El Monte

Date: 6/16/2020

Warrant Register

Time: 03:53PM

Council Meeting of 06/23/2020

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011001010505	ELAN FINANCIAL SERVICES...	4012	6/9/2020	NALEO ED. REFUND	700.00
20	011001010		4012	6/9/2020	APPLE STORAGE FEE	-0.99
20	011001040		4012	6/9/2020	PHOTOSHOP	-9.99
20	011701710		4012	6/9/2020	SGV CHALL NEWS SUB	-10.00
20	011501530		4012	6/9/2020	CRICUT MONTHLY SUB.	-10.81
20	011701710		4012	6/9/2020	LA TIMES DIGITAL SUB.	-15.96
20	011001040		4012	6/9/2020	CAPIO WEBINAR	-20.00
20	011001040		4012	6/9/2020	123RF CLIP ART	-45.00
20	011501530		4012	6/9/2020	POSTERMYWALL APR-JULY	-89.95
20	011001010		4012	6/9/2020	UBER EATS COUNCIL MTG	-116.66
20	011501530		4012	6/9/2020	3/9-4/5 DIRECT TV	-145.99
20	011001020		4012	6/9/2020	ZOOM.US ZOOM MEETINGS	-239.90
20	011001020		4012	6/9/2020	HILTON CALI CANNABIS	-264.02
20	01		4012	6/9/2020	INTEREST WAVIED	61.81
20	011001010505		4016	6/15/2020	NELEO ED. REFUND	-700.00
20	01		4016	6/15/2020	INTEREST FEES WAVIED	-193.42
20	01		4016	6/15/2020	INTEREST FEES WAVIED	-39.00
20	011001010		4016	6/15/2020	APPLE STORAGE FEE	0.99
20	01		4016	6/15/2020	MISC. ADJUSTMENT	4.60
20	011001040		4016	6/15/2020	PHOTOSHOP	9.99
20	011701710		4016	6/15/2020	SGV CHALL NEWS SUB	10.00
20	011501530		4016	6/15/2020	CRICUT MONTHLY SUB.	10.81
20	011701710		4016	6/15/2020	LA TIMES DIGITAL SUB	15.96
20	011001040		4016	6/15/2020	CAPIO WEBINAR	20.00
20	011001040		4016	6/15/2020	123RF-CLIP ART-NEWSPA	45.00
20	011501530		4016	6/15/2020	POSTERMYWALL APR-JULY	89.95
20	011001010		4016	6/15/2020	UBER EATS COUNCIL MTG	116.66
20	011501530		4016	6/15/2020	3/9-4/5DIRECT TV SCTR	145.99
20	011001020		4016	6/15/2020	ZOOM.US ZOOM MEETINGS	239.90
20	011001020		4016	6/15/2020	HILTON CALI CANNABIS	264.02
						$41.45
20	05	EMPLOYMENT DEVELOPMENT DEPT.	4007	6/4/2020	STATE WITHHOLD A.LUGO	2.08
20	05		4013	6/9/2020	STATE WTHD'G PPE 5/16	1.21
20	05		4013	6/9/2020	TNG PPE 05/30	24.90
20	05		4013	6/9/2020	UITAX WTHD'G PPE 5/30	761.01
20	05		4013	6/9/2020	STATE WTHD'G PPE 5/30	4,668.27
20	05		4020	6/15/2020	STATE WTHD'G VASQUEZ	6,046.61
						$11,504.08
20	05	HARTFORD INSURANCE	4014	6/9/2020	JUN'20 LONGTERM DISAB	5,739.71
						$5,739.71
20	011301320	HDL SOFTWARE,LLC	4008	6/4/2020	APR'20 STATE FEES	39.20
20	011301320		4008	6/4/2020	APR'20 HDL FEES	252.00
20	011301320		4008	6/4/2020	APR'20 BANK FEES	279.27
						$570.47
20	011201210	MARIO VALENZUELA	4023	6/15/2020	4/19/5/18 CITY CLERK	160.73

City of South El Monte

Date: 6/16/2020

Time: 03:53PM

Warrant Register
Council Meeting of 06/23/2020

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011201210	MARIO VALENZUELA...	4023	6/15/2020	4/19/5/18 CITY CLERK	-160.73
						$0.00
20	011701760	SOUTHERN CALIFORNIA EDISON	4009	6/4/2020	4/1-5/1 PECK/DURFEE	-449.47
20	011701730		4009	6/4/2020	4/7-5/7 1101 FAW/OBF	5.35
20	011701760		4009	6/4/2020	4/6-5/6 11530 THIENES	12.74
20	011701760		4009	6/4/2020	4/1-5/1 PECK/DURFEE	21.19
20	011701730		4009	6/4/2020	4/28-5/28PECK/DUR/OBF	23.03
20	011601640		4009	6/4/2020	4/8-5/8 1500 CENTRAL	25.09
20	011701730		4009	6/4/2020	4/28-5/28 SLK/SAN/OBF	26.35
20	011701760		4009	6/4/2020	3/12-4/10 1101 FAWCET	35.24
20	011701760		4009	6/4/2020	4/1-5/1 SLACK/SANTA	44.09
20	011701760		4009	6/4/2020	4/1-5/1 2551 HAVENPAR	79.76
20	011701760		4009	6/4/2020	4/1-5/1 SCHM/SANTA EO	80.57
20	011701730		4009	6/4/2020	4/28-5/28 SAFETY/OBF	394.74
20	011701760		4009	6/4/2020	4/1-5/1 SANTA/FAWCETT	557.00
20	011701760		4009	6/4/2020	4/1-5/1 SAFETY LIGHTS	852.86
20	011701760		4021	6/15/2020	4/23-5/26 10838 MICHA	28.99
20	011601650		4021	6/15/2020	4/9-5/11 1450 LIDCOMB	42.86
20	011701760		4021	6/15/2020	4/23-5/26 10498 FERN	102.57
20	011701760		4021	6/15/2020	4/23-5/26 10838 MICHA	-28.99
20	011601650		4021	6/15/2020	4/9-5/11 1450 LIDCOMB	-42.86
20	011701760		4021	6/15/2020	4/23-5/26 10498 FERN	-102.57
20	011701760		4025	6/16/2020	4/23-5/26 10838 MICHE	28.99
20	011601650		4025	6/16/2020	4/9-5/11 1450 LIDCOMB	42.86
						$1,780.39
20	05	STATE DISBURSEMENT UNIT	4015	6/9/2020	JUN20 PPE5/30 0980438	150.00
20	05		4015	6/9/2020	JUN20 PPE5/30 2163990	340.61
20	05		4015	6/9/2020	JUN20 PPE5/30 1457313	603.50
20	05		4015	6/9/2020	JUN20 PPE5/30 2135289	646.15
						$1,740.26
20	011701750	US BANK VOYAGER FLEET SYS	4022	6/15/2020	3/24-4/24 EXEMPT TAX	-35.61
20	011401100		4022	6/15/2020	3/24-4/24 EXEMPT TAX	-3.43
20	448008010		4022	6/15/2020	3/24-4/24 EXEMPT TAX	-2.93
20	448008010		4022	6/15/2020	3/25-4/24 FUEL TRANSP	48.00
20	011401100		4022	6/15/2020	3/25-4/25 FUEL P-SFTY	56.32
20	011701750		4022	6/15/2020	3/25-4/25 FUEL LANDSC	579.70
						$642.05

Report Total **128,753.90**

City Manager

City Council Agenda Report

Agenda Item No. 7.c.

DATE: June 23, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Rene Salas, Public Works Director

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

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

RECOMMENDATION: Staff recommends that the City Council consider and adopt Ordinance No. 1247, Zone Change (No. 19-22) to change the zoning designation for properties located at 2610-2634 Chico Avenue.

FISCAL IMPACT: There is no fiscal impact that will be incurred by the City with the request to adopt the Zone Change and General Plan Amendment. Fees associated with this Project have been collected.

DISCUSSION: The Project was originally heard by Planning Commission on March 11, 2020 for review of a Conditional Use Permit to allow for the construction of 72 residential condominiums, a Subdivision to allow for the creation of 72 air parcels and one common lot, and a General Plan Amendment/Zone Change to change the Land Use designation of four lots from "Industrial" to "Medium Density Residential" and from "Manufacturing" to "Multi Family Residential". The Project was continued to the May 19, 2020 meeting in order for Bob Garrison and Warmington Residential ("Applicant") to work with the existing tenants residing at 2621 Humbert Avenue to allow for a mutually beneficial relocation program. The first reading of Ordinance No. 1247 was conducted by City Council on June

9, 2020 along with the approval of Resolution No. 20-62 which changed the Land Use designation. The Planning Commission has found that the steps taken by the Applicant to address the existing tenant's concerns was sufficient and conditionally approved the Projects upon City Council's final approval of the General Plan Amendment and Zone Change.

General Plan Amendment

The western four parcels are designated as “Industrial” in the City’s General Plan; the Applicant is requesting a General Plan amendment to allow for a change in land use from Industrial to Multi Family Residential. The proposed General Plan amendment would allow the Property to be developed with residential uses, which is consistent with uses that are currently occurring at this intersection. Furthermore, the proposed General Plan amendment is intended to promote balanced and dynamic economic growth in the area, and address the residential needs of the City and surrounding region. The proposed General Plan amendment is also consistent with the following goals and objectives of the Land Use and Housing Elements of the General Plan:

Land Use Element

Policy 1.1: Provide opportunities for housing development at a range of densities and housing types that accommodate the varied interests and needs of present and future residents. The Project will serve the area by greatly expanding the housing stock in the City. Currently the Property is developed with eight for rent units, and will expand to 72 for sale units.

Policy 1.2: Allow for the transition of mixed-density neighborhoods to higher density development consistent with underlying General Plan land use and zoning designations. This neighborhood has an average density of around 12 dwelling units per acre and the Project will provide a higher density of 16.7 dwelling units per acre.

Goal 3.0: Accommodate new development that is compatible with and complements existing land uses by allowing for the establishment of a large residential development that fits with the surrounding uses.

Goal 6.0: Provide for the revitalization of deteriorating land uses and properties by developing a property that has lain vacant for many years and has been underdeveloped.

Housing Element

Goal 1: The City of South El Monte shall provide a variety of types and an adequate supply of housing to meet the existing and future needs of City residents by allowing the Project to offer for sale housing that is uncommon in this part of the City.

Policy 1.1: The City of South El Monte shall provide adequate sites to facilitate the development of a range of residential development types that fulfills its regional housing

needs, including low-density single family units, moderate- to higher-density single-family attached units and multiple-family units. The Project will fulfill a need the City has in regards to housing needs by providing moderate density housing at a range from very low income, to low income, to market rate.

Goal 2: The City of South El Monte shall maintain and enhance the quality of existing residential neighborhoods in South El Monte. The development of the Project would enhance the quality of the surrounding neighborhood through improving a site that has historically been used for parking, manufacturing, and rental housing to fit in with the housing in the area.

Goal 3: The City of South El Monte shall improve compatibility between residential and industrial/commercial land uses. The development of housing in this industrial and residential melded area will help visually as well as physically transition between the residential uses in the area and industrial uses.

Zone Change

In order to allow for the Project, a change to the Property's zoning designation will also be required. Currently, the zoning of the western four parcels is "M" (Manufacturing) and the zoning designation must be amended to be consistent with the Property's new General Plan designation. Therefore, the proposed Ordinance includes a zone change from "M" (Manufacturing) zone to "R-3" (Multi Family Residential) in order to allow for the development of the Project.

The rezoning of the Property to R-3 would allow for the creation of a quality residential development on the Property which would help alleviate a need in the City. As analyzed by staff, the proposed change is compatible with the existing uses in the surrounding area along Chico Avenue and Humbert Avenue. Directly south of the Property is a single warehouse and several multifamily units, with properties to the north reflecting a similar makeup. Across the street on Chico Avenue, multifamily and single-family dwellings exist with some nonconforming warehouses. To the east of the Property is the Potrero School along with apartment buildings.

Therefore, staff has determined that the following findings can be made in favor of the proposed zone change pursuant to Section 17.66.040 (Planning Commission procedure) of Chapter 17.66 (Amendments to Zoning Regulations) of the South El Monte Municipal Code:

1. Substantial proof exists that the proposed zone change will promote the public health, safety, convenience and general welfare of the citizens of the City by allowing for the development of the Property with residential uses that will benefit the City as a whole. Currently, the Property is underdeveloped and underutilized and the proposed zone change will allow for improvements to the Property that will address housing needs and beautification;

2. The proposed zone change is in conformance with purpose of Chapter 17.66 (Amendments to Zoning Regulations) the Municipal Code, and with all applicable, officially adopted policies and plans because, by changing the Property to the R-3 Zone the Project will conform to the Zoning Code and General Plan;

3. Streets and public facilities existing or proposed are adequate to serve all uses permitted when the Property is reclassified. The Project will not change the level of service of the surrounding streets because the surrounding area is already developed as manufacturing and residential; and

4. All uses permitted when the Property is reclassified will be compatible with present and potential future uses, and further, existing regulations applying to the Property because most of the surrounding properties are already zoned R-3 and have residential improvements that will be complimented by the new designation of the Property.

Environmental Review
An Initial Study was conducted and Mitigated Negative Declaration was prepared pursuant to the guidelines of the California Environmental Quality Act (Administrative Code, Title 14, Chapter 3, §15063; §15070). The Initial Study concluded that there will be less than significant impacts with proper mitigation.

(Staff Report Prepared by Ian McAleese, Assistant Planner)

ATTACHMENTS:
Ordinance No. 1247

ORDINANCE NO. 1247

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE ADOPTING ZONE CHANGE AMENDING THE ZONING DESIGNATION FOR PROPERTIES LOCATED AT 2610-2634 CHICO AVENUE

WHEREAS, Bob Garrison and Warmington Residential ("Applicant") have filed an application for a and Zone Change to change the zoning designation of property located at 2610-2634 Chico Avenue in South El Monte ("Property" or "project site") from "Manufacturing" to "Multi Family Residential" in order to allow for the construction of multi-family residential units ("Project" or "proposed Project");

WHEREAS, pursuant to South El Monte Municipal Code ("SEMMC") Section 17.66.040, the Project requires Planning Commission review and recommendation to City Council because the Project consists of property rezoning; and

WHEREAS, a public hearing was held before the Planning Commission on March 11, 2020, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination; and

WHEREAS, this item was continued from the March 11, 2020 meeting to May 19, 2020. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination.

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES ORDAIN AS FOLLOWS:

SECTION 1: On June 9, 2020, the City Council held a duly noticed public hearing to consider the proposed Zone Change (19-22) for property located at 2610-2634 Chico Avenue, South El Monte, CA 91733 from "M" (Manufacturing) to "R-3" (Multi Family Residential).

SECTION 2: Pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, et seq.), and the City's Local CEQA Guidelines, City staff had an initial study prepared of the potential environmental effects of the proposed General Plan amendment and zone change. Based on the information contained in the initial study, staff determined that there was less than substantial evidence that approval of the proposed re-designations may have significant environmental impact with mitigating measures. Accordingly, the City prepared a Mitigated Negative Declaration in accordance with Section 15070 of the State CEQA Guidelines. Notice of the preparation of the Mitigated Negative Declaration was posted for the period of February 19, 2020 through March 9, 2020. Pursuant to Section 15074(b) of said Guidelines, the City Council independently reviewed and considered the contents of the initial study and the mitigated negative declaration prior to deciding whether to approve the proposed General Plan amendment and zone change.

Based on the initial study, the mitigated negative declaration, the comments received thereon, and the record before the City Council, the City Council hereby finds that the mitigated negative declaration prepared for the Project represents the independent judgment of the City and that there is no substantial evidence that the approval of the proposed General Plan amendment and zone change may have any significant environmental impact with mitigating measures implemented. The documents and other materials which constitute the record on which this decision is based, are maintained by the City's Department of Community Development in the custody of the Director of Community Development.

SECTION 3: Pursuant to Municipal Code section 17.66.050, the City Council hereby finds as follows for the proposed Zone Change (No. 19-22):

1. *Substantial proof exists that the proposed change will promote the public health, safety, convenience and general welfare of the citizens of the City* by allowing for the development of the Property with residential uses that will benefit the City as a whole. Currently, the Property is underdeveloped and underutilized and the proposed change will allow for improvements to the property that will address housing needs and beautification;

2. *The proposed change is in conformance with purpose of Chapter 17.66 (Amendments to Zoning Regulations) the Municipal Code, and with all applicable, officially adopted policies and plans* by changing the property to the R-3 Zone so that the Project will conform to the Zoning Code and General Plan;

3. *Streets and public facilities existing or proposed are adequate to serve all uses permitted when the property is reclassified* since the use will not change the level of service of the surrounding streets because the surrounding area is already developed as manufacturing and residential; and

4. *All uses permitted when the Property is reclassified will be compatible with present and potential future uses, and further, existing regulations applying to the property in question* because most of the surrounding properties are already zoned R-3 and have residential improvements that will be complimented by the new designation of this property.

SECTION 4: Based upon the foregoing, the City Council hereby changes the zoning designation for property located at 2610-2634 Chico Avenue, South El Monte, CA 91733 from "M" (Manufacturing) to "R-3" (Multi Family Residential), as shown on Exhibit "A" attached hereto and hereby incorporated by this reference. The City Council hereby directs City staff to amend the City's official zoning map to reflect the change in zoning designation.

SECTION 5: The City Clerk shall attest and certify to the passage and adoption of this

Ordinance.

PASSED, APPROVED, AND ADOPTED this 23rd day of June, 2020.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Rose Juarez, City Clerk

APPROVED AS TO FORM:

_____
Anthony R. Taylor, City Attorney

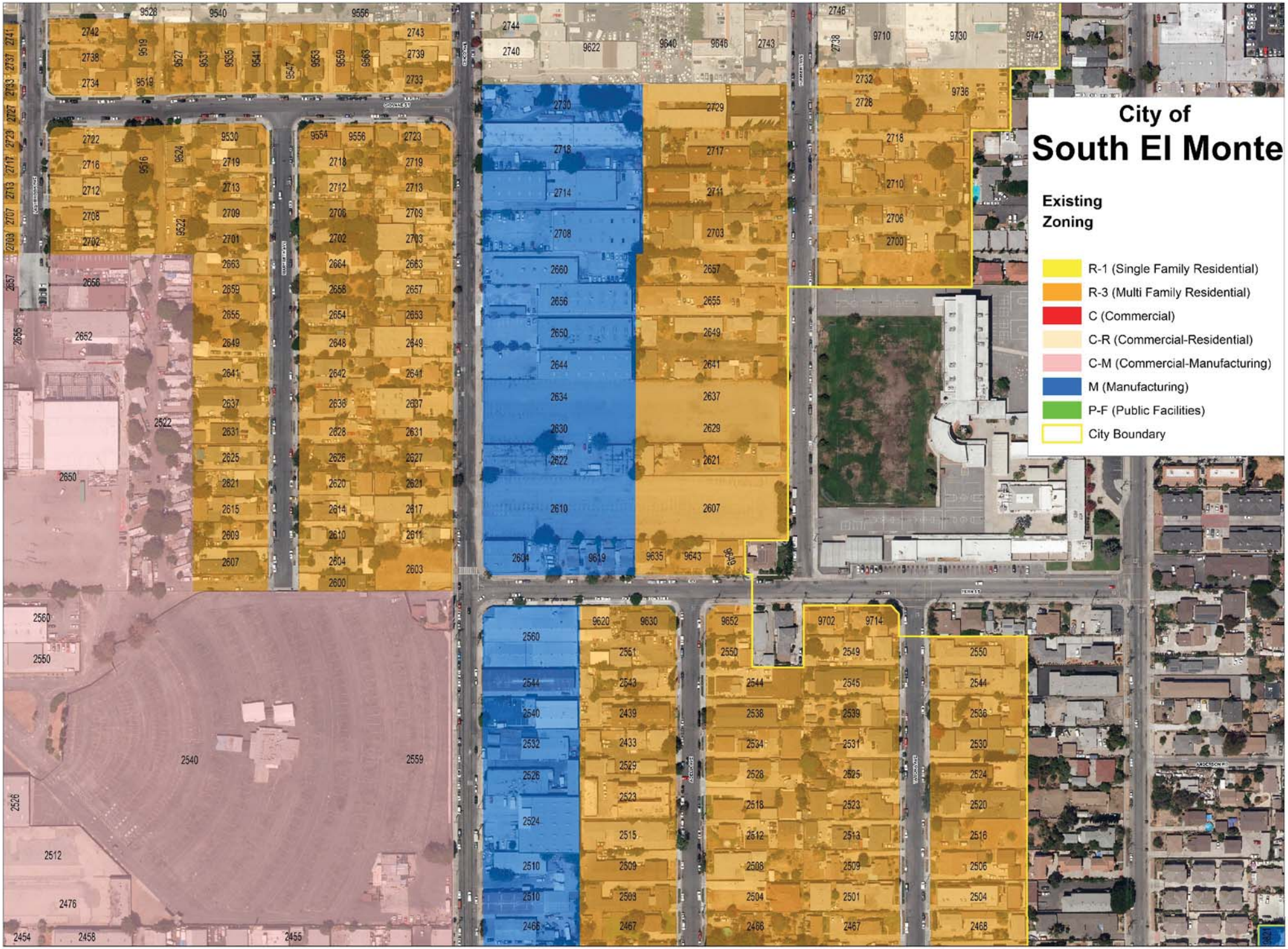
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SOUTH EL MONTE)

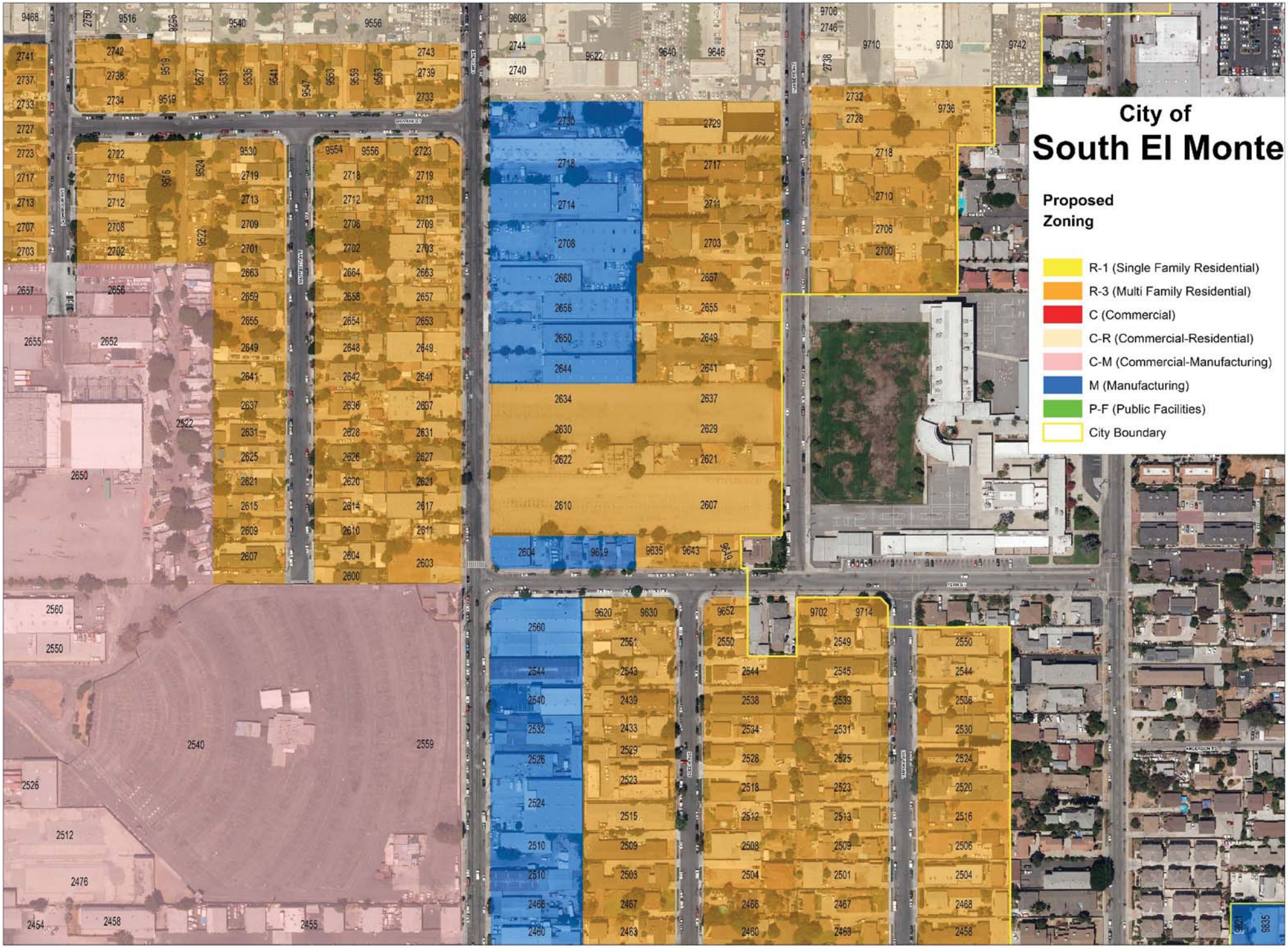
I, Rose Juarez, City Clerk for the City of South El Monte, do hereby certify that the foregoing Ordinance, being Ordinance No. 1247, was duly passed and adopted by the City Council of the City of South El Monte at a regular meeting of said Council held on the 23rd day of June 2020, and that said Ordinance was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Rose Juarez, City Clerk

Exhibit A


City of
South El Monte
Existing
Zoning
R-1 (Single Family Residential)
R-3 (Multi Family Residential)
C (Commercial)
C-R (Commercial-Residential)
C-M (Commercial-Manufacturing)
M (Manufacturing)
P-F (Public Facilities)
City Boundary


City of
South El Monte
Proposed
Zoning
R-1 (Single Family Residential)
R-3 (Multi Family Residential)
C (Commercial)
C-R (Commercial-Residential)
C-M (Commercial-Manufacturing)
M (Manufacturing)
P-F (Public Facilities)
City Boundary

City Council Agenda Report

Agenda Item No. 7.d.

DATE: June 23, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Rene Salas, Public Works Director

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

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

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-64, authorizing the allocation of $160,000 from general fund balance and authorizing the City Manager to enter into a contract for the purchase of a Land Management System, the scanning of physical documents, and procuring required hardware.

FISCAL IMPACT: The City will appropriate $160,000 from the general fund for fiscal year 2020-21 to Account Number 68-900-9010-5406-410 to track all purchases in relation to the grant, and then will be reimbursed the amount spent in an amount not to exceed $160,000.

DISCUSSION: The 2017 California Legislative Housing Package included 15 bills initiating new regulations and providing new financial resources aimed at addressing California's housing crisis. The Housing Package provided statewide initiatives and regulations to streamline the approval process for housing development, including the creation of funding for housing. SB 2 imposed a fee on the recordation of real estate

documents to provide funding to support affordable housing. The funds from the first year of the fees would be allocated to local governments via planning grants intended to help jurisdictions accelerate and facilitate housing production. Staff has identified the development of an LMS as the best use for the grant amount since the Building and Safety Department is the primary department that processes new housing permits. Currently, anytime a new residential applicant submits plans, the Building Department needs to do a comprehensive search for all permits on file before they can process the application. Because the location of plans and permits are not located in close proximity to the department, much time is taken up searching for permit jackets and plans that are on file in the storage room. An LMS, along with scans of all permits and plans would allow for quick processing of any housing applications and greatly reduce the wait time for permit processing. This would streamline the process for the development of new housing, and assist with the creation of new housing in the city.

In December of 2019, staff submitted the grant application to HCD for the SB 2 Planning Grant. The grant program was created to encourage local agencies to support housing growth, which the purchase and integration of an LMS was found to be of the most benefit to the City. The amount awarded to cities depended on size, and South El Monte falls within the range that awards a maximum amount of $160,000. On May 27, 2020, staff received notification of the award amount of the full $160,000 so staff is recommending appropriating the full amount to utilize the procurement of an LMS, contract for scanning services, and purchase required hardware.

Since June of 2019, staff have been interviewing and viewing presentations by approximately eight providers of LMS. Based on product quality, satisfaction of the City's needs, ease of use, and price, staff has selected Accela to enter into a contract with to provide these services. Implementation of this LMS will give residents and developers enhanced accessibility to applying for permits and entitlements, increased productivity of employees, and integrated GIS capabilities.

The contract that will be entered into with Accela will cost $145,701.60 for the implementation of an LMS and cover two years of licensing fees for a total of one planning user, one building user, two multi users, and four mobile users. The contract will also cover the implementation of an electronic document management system that will allow integration of previously scanned permits with the LMS. The remaining $14,298.40 will be utilized to purchase hardware that will be utilized for field inspections, purchase desktops to be utilized by staff, and to create a kiosk that the public can utilize if they come in to City Hall to apply for permits. This will be Phase 1 of the implementation of the LMS. Phase 2 will take advantage of the Local Early Action Planning (LEAP) Grant Program that will cover the cost of scanning all physical permits, and extending the contract for the LMS and document management system an additional three years which will come out to a total of five years.

ATTACHMENTS:

Attachment A - Resolution No. 20-64

Attachment B - South El Monte PGP Award Letter

Attachment C - Community Development Solution Overview

ATTACHMENT A

RESOLUTION NO. 20-64

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AUTHORIZING THE ALLOCATION OF $160,000 IN GENERAL FUND BALANCE FOR THE PURCHASE OF A LAND MANAGEMENT SYSTEM AND THE SCANNING OF PHYSICAL PERMITS

WHEREAS, the City does not currently utilize a Land Management System ("LMS") for processing and storing permits and applications; and

WHEREAS, the Senate Bill 2 ("SB2") Planning Grant Program ("PGP") was created to help accelerate the production of housing; and

WHEREAS, the City Council authorized the application of the 2019 Planning Grants Program application on December 3, 2019; and

WHEREAS, City Staff has received notification of the award of $160,000 to purchase a LMS, required hardware, and scan documents; and

WHEREAS, Staff recommends that the City Council approve allocation of $160,000 in general fund balance to purchase a LMS, required hardware, and scan documents; and

WHEREAS, the City has identified Acella Inc. as the most qualified consultant to perform the needed services, has the type of technology needed by the City and provides competitive rates; and

WHEREAS, based on the City's research and investigation, the City Council finds that due to the nature of the services, supplies or equipment, bidding is not likely to result in the lowest price.

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

SECTION 1. The City Council hereby approves the allocation of $160,000 in general fund balance to procure a LMS, hardware including tablets and a desktop, and scan documents.

SECTION 2. The City Council hereby directs the City Manager to proceed with the procurement of a LMS, hardware, and scan relevant documents.

SECTION 3. The City Council hereby authorizes and directs the City Manager to execute a contract with Accela, Inc. in the amount not to exceed $145,701.60, for the LMS and document management system, subject to approval as to form by the City Attorney. The Council further directs the City Manager to take all actions necessary to effectuate the agreement.

PASSED, APPROVED AND ADOPTED this 23rd day of June, 2020.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Rose Juarez, City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-64 was passed and approved by the City Council of the City of South El Monte, at an adjourned regular meeting of said Council held on the 23rd day of June, 2020 and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Rose Juarez, City Clerk

ATTACHMENT B

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT
2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

May 26, 2020

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

RE: 2019 Planning Grants Program Award

Dear Rachel Barbosa:

The Department of Housing and Community Development (Department) is pleased to announce that South El Monte has been approved for funding underneath the SB 2 Planning Grants Program (Program). The Department has determined that the application submitted in response to the Notice of Funding Availability released on March 28, 2019, meets Program requirements. This letter, therefore, constitutes a conditional commitment of an award in the amount of $160,000.

The Program reflects the State's commitment to work in partnership with local governments to address California's critical housing needs. Local governments are using the grant awards to accelerate housing production by streamlining the approval of affordable housing and promoting development consistent with the State's planning priorities, among other related activities.

Congratulations on your successful application. Staff will be contacting you shortly to initiate the process of preparing the Standard Agreement for fund distribution. For further information, please contact John Buettner, of our staff, at (916) 263-1500.

Sincerely,

Megan Kirkeby
Acting Deputy Director

ATTACHMENT C

Accela

Gold Microsoft Partner

Solution Overview /

Community Development

Accelerating community development with Accela Civic Applications for Building and Planning

Providing quick turnarounds for applications, proposals, plan reviews, approvals and building inspections can help foster economic growth and development within a community. However, government is often viewed as a bottleneck in planning and permitting. Paper-based processes and 1st-gen technology drain agencies of valuable time and resources. Fortunately, Accela's Community Development solutions include tools to cut planning and building process by at least 50%. These solutions address critical government challenges.

Challenges in Community Development:

- High volume of requests for plan and permit approvals
- Complex work processes requiring close case management
- Prolonged application cycles for plan reviews and approvals, inspections, and more
- High office foot traffic for request submissions, inquiries and payment processing
- Poor cross-department communication
- Low visibility into planning and permitting processes

Benefits Accela Community Development Solutions Provide:

- **Enhanced Accessibility** – With a digital environment government agencies can provide services whether in the office, on the job site, or at home.
- **Increased Agency Productivity** – Accela Building and Planning optimizes and automates processes for faster turnaround times on plan reviews and approvals, elevates inspector effectiveness, and increases agency capacity to do more with fewer resources.
- **Improved Developer Productivity** – Getting permits faster means project owners accomplish more while saving time and money in the process. They can schedule jobs more effectively and do a better job keeping projects on schedule and on budget.
- **Increased Transparency** – Accela Community Development solutions provide total visibility throughout planning and permitting processes for agency staff and project owners alike. Those requesting services can easily see status updates and office staff can quickly identify where a request is to ensure they move through the process quickly and efficiently.
- **More Agency Revenues** – Processing more planning proposals and permit applications in a shorter amount of time increases revenues coming into the agency.
- **Improved Citizen Satisfaction** – Accela Building and Planning makes it easier for developers and builders to do business with the government, which improves customer satisfaction.
- **Greater Economic Growth** – Accela Building and Planning reduces much of the manual and labor-intensive work of enforcing and regulating local codes and ordinances. The solutions speed processing times for faster development of growing communities.

 © 2020 Accela, Inc. All rights reserved.

Accela Building – Eliminate Permitting Inefficiencies

The Accela Civic Application for Building is a pre-built solution designed to cut turnaround times with digital permitting processes. Agencies can automate the tracking and management of permit applications from intake to project completion and deliver total visibility throughout the process for staff and builders alike.

Accela Building Features:

Permit Workflow Management

Automate the steps needed for permit processing including the assignment of tasks, tracking of reviews and sending notifications to keep processes running smoothly and on time.

Permitting Online Citizen Portal

Easily upload permit applications and documentation, make payments, check for status updates and schedule inspections from a desktop or mobile device 24/7 for better project management.

Electronic Document Review

Digitally engage with builders on plan reviews. Agencies can easily upload documents, comment and markup plans for revisions, and submit approvals. Builders can then submit changes electronically.

Permit Reporting

Access reports and metrics to measure, track and analyze agency performance for things such as number of permits issued, or visibility into employee productivity, to optimize land management processes.

Platform-wide Integrations

APIs, SDKs, and open data allow agencies to integrate information and processes across complementary solutions to meet their unique needs.

GIS Mapping

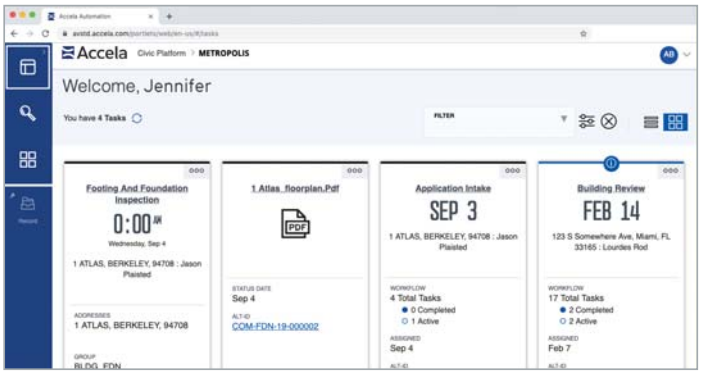
GIS integration provides intuitive visualizations to access land parcel permit history, view code and zoning details, and map and route inspections efficiently.

Code Enforcement

Ensure public compliance with city code and regulation by managing complaints and violations to achieve resolution quickly.

Mobile Inspections

Empower building inspectors and code enforcement officers to manage schedules, rout travel, upload captured information, view agency data real-time, and complete and result inspection all from the field and convenience of a mobile device.



 © 2020 Accela, Inc. All rights reserved.

Accela Planning – Grow Strong, Safe and Viable Communities

Things like zoning, site plan reviews and issuing land use entitlements can be time consuming with paper-based or semi-automated processes and workarounds. Fortunately, Accela's Civic Application for Planning fast-tracks community development by automating and moving these processes into a digital environment.

The solution's online portal makes it simple for citizens to submit proposals, check for status updates and pay outstanding fees. Plus, planners can easily manage high volumes of information and route documents for review and approval by the right people at the right time. This ensures a quick turnaround for developers and project owners.

Accela Planning Features:

Planning Online Citizen Portal
Enable citizens to conduct zoning research, submit proposals, verify status updates and pay fees from the convenience of a home, office or job site to reduce in-person visits and phone inquiries.

Planning Reporting
Deliver administrators, managers and planning commissions or boards critical insight to better understand agency performance, uncover bottlenecks and establish efficiencies.

Automated Push Notifications
Easily notify project owners, city council members, the general public and press for public hearings, reviews and feedback.

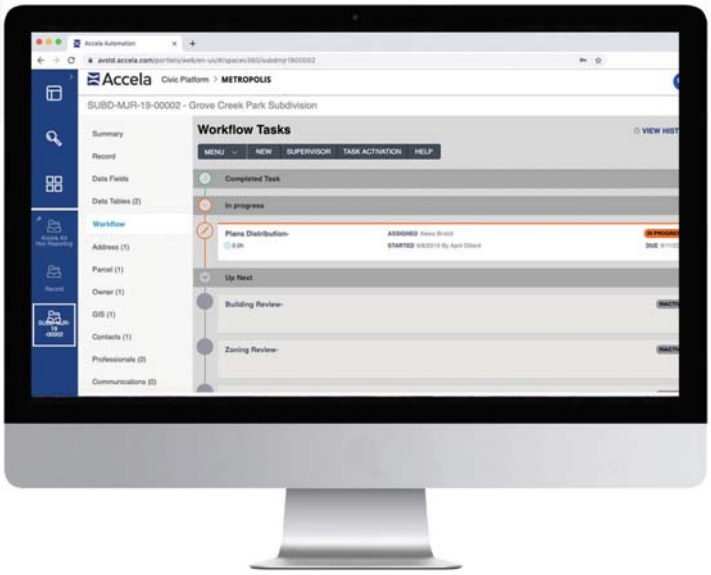
Platform-Wide integrations
APIs, SDKs, and open data allow developers to integrate with existing software solutions to meet the unique needs of any agency.

GIS Mapping
Easily produce interactive maps and visualizations, making planning and code enforcement data easy to track, manage and understand.

Electronic Document Review
Mark-up, comment, review and approve plans simultaneously leveraging systems like ePermitHub, Adobe, e-PlanSoft, ProjectDox and more to perform parallel plan reviews with version control.

Process Automation
Automatically assign and track tasks such as plan reviews with their associated documentation to keep the most complex processes running smoothly.

Code Enforcement
Ensure public compliance with city code and regulation by managing complaints and violations to achieve resolution quickly and efficiently.



About Accela

Accela provides market-leading SaaS solutions that empower state and local governments to build thriving communities, grow businesses and protect citizens. Powered by Microsoft Azure, Accela's open and flexible technology helps agencies address specific needs today, while ensuring they are prepared for any emerging or complex challenge in the future. Accela is headquartered in San Ramon, California, with additional offices around the world.

Learn More

Visit www.accela.com or
call us at (888) 722-2352

 © 2020 Accela, Inc. All rights reserved.

City Council Agenda Report

Agenda Item No. 7.e.

DATE: June 23, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Rene Salas, Public Works Director

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

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

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-65 authorizing the City Manager or the City Manager's designee to apply for the California Department of HCD's LEAP Grant Program In the amount of $150,000 to help streamline housing permits and if awarded, authorize the City Manager or the City Manager's designee to execute the standard agreement, subject to approval by the City Attorney.

FISCAL IMPACT: The City intends to apply for LEAP Grant Program for $150,000 to fund the three projects, as described above. No other City resources, other than staff time are

expected. Staff currently plans to only use grant funding up to the grant amount awarded and does not expect the need for any additional funds from City funds.

DISCUSSION: Increasing the availability of affordable homes statewide is critical to bettering the quality of life of all Californians and to ending homelessness. With the allocation from Governor Newsom, HCD established the Local Early Action Planning Grant Program (LEAP) with $119 million for cities and counties. LEAP provides one-time grant funding to cities and counties to update their planning documents and implement process improvements that will facilitate the acceleration of housing production and help local governments prepare for their 6th cycle RHNA much like the SB2 Planning Grants. Small size jurisdictions such as the City of South El Monte can apply for and receive up to $150,000 for housing planning grants. Staff has identified the continued development of an LMS as the best use for the grant amount since the Building and Safety Department is the primary department that processes new housing permits. Currently, anytime a new residential applicant submits plans, the Building Department needs to do a comprehensive search for all permits on file before they can process the application. Because the location of plans and permits are not located in close proximity to the department, much time is taken up searching for permit jackets and plans that are on file in the storage room. An LMS, along with scanning all permits and plans would allow for quick processing of any housing applications and greatly reduce the wait time for permit processing. This would streamline the process for the development of new housing, and assist with the creation of new housing in the city. Finally, the 6th cycle Housing Element update will be due in October of 2021, so the procurement of funds to help subsidize the cost of development would be a boon for the City.

The LEAP grant is being proposed as Phase 2 of implementation for the LMS. The Senate Bill 2 (SB 2) Planning Grant Program (PGP) was granted to the City and will cover two years of licensing fees for a total of one planning user, one building user, two multi users, and four mobile users. The contract will also cover the implementation of an electronic document management system that will allow integration of previously scanned permits with the LMS. The remaining $14,298.40 will be utilized to purchase hardware that will be utilized for field inspections, purchase desktops to be utilized by staff, and to create a kiosk that the public can utilize if they come in to City Hall to apply for permits. Phase 2 will take advantage of the LEAP funds that will cover the cost of scanning all physical permits, and extending the contract for the LMS and document management system an additional three years which will come out to a total of five years.

(Staff Report Prepared By: Ian McAleese, Assistant Planner)

ATTACHMENTS:

Attachment A - Resolution No. 20-65

Attachment B - Notice of Funding Availability

ATTACHMENT A

RESOLUTION NO. 20-65

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL EARLY ACTION PLANNING GRANT PROGRAM FUNDS

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated **January 27, 2020**, for its Local Early Action Planning Grant Program (LEAP); and

WHEREAS, the City Council of the City of South El Monte desires to submit a project application for the LEAP program to accelerate the production of housing and will submit a 2020 LEAP grant application as described in the LEAP NOFA released by the Department for the LEAP Program; and

WHEREAS, the Department is authorized to provide up to **$119 million** under the LEAP Grants Program for assistance to Counties and local agencies.

THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council is hereby authorized and directed to apply for and submit to the Department the 2020 LEAP application in the amount of $150,000.

SECTION 2. In connection with the LEAP grant, if the application is approved by the Department, the City Manager is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of $150,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the City's obligations related thereto, and all amendments thereto (collectively, the "LEAP Grant Documents").

SECTION 3. The City shall be subject to the terms and conditions as specified in the Standard Agreement, the LEAP Grants Program Guidelines, and any applicable LEAP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2020 Planning Grants Program Application.

SECTION 4. The City Manager is authorized to execute the City of South El Monte Planning Grants Program application, the LEAP Grant Documents, and any amendments thereto, on behalf of the City as required by the Department for receipt of the LEAP Grant.

PASSED, APPROVED AND ADOPTED this 23rd day of June, 2020.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Rose Juarez, City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-65 was passed and approved by the City Council of the City of South El Monte, at an adjourned meeting of said Council held on June 23, 2020 and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Rose Juarez, City Clerk

ATTACHMENT B

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE
2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2771 / FAX (916) 263-2763
www.hcd.ca.gov

January 27, 2020

MEMORANDUM FOR: **All Potential Applicants**

FROM: **Zachary Olmstead, Deputy Director**
Division of Housing Policy Development

SUBJECT: **NOTICE OF FUNDING AVAILABILITY -**
LOCAL EARLY ACTION PLANNING GRANTS PROGRAM

The California Department of Housing and Community Development (Department) is pleased to announce the release of this Notice of Funding Availability (NOFA) for approximately $119,040,000 as part of the Local Early Action Planning Grants Program (LEAP or Program). LEAP is made available as a portion of the Local Government Planning Support Grants Program pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515 to 50515.05) (Chapter 159, Statutes of 2019). LEAP provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production, and facilitate compliance in implementing the sixth cycle of the regional housing need assessment (RHNA).

In order to be eligible for grant funding, an applicant must submit a completed, signed original application and an electronic copy on CD or USB flash drive. Applications will be accepted on an Over-the-Counter (OTC) basis as of the date of this NOFA through July 1, 2020. The Department encourages early applications and will accept applications post-marked by the July 1, 2020 deadline. Applicants may utilize various carrier services, such as the U.S. Postal Service, UPS, FedEx, or other carrier services. All applications must be submitted to the Department at the following address:

California Department of Housing and Community Development
Division of Housing Policy Development
2020 West El Camino Ave, Suite 500
Sacramento, CA 95833

Program applications, forms and instructions are available on the Department's website at https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml. If you have questions regarding this NOFA, please email the Department at EarlyActionPlanning@hcd.ca.gov.

Attachment

LOCAL EARLY ACTION PLANNING GRANTS PROGRAM (LEAP)
2020 NOTICE OF FUNDING AVAILABILITY

State of California
Governor Gavin Newsom

Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency

Douglas R. McCauley, Acting Director
California Department of Housing and Community Development

Zachary Olmstead, Deputy Director
California Department of Housing and Community Development
Division of Housing Policy Development

2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
Telephone: (916) 263-2911
Website: https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml
Email: EarlyActionPlanning@hcd.ca.gov

January 27, 2020

Table of Contents

I. Introduction 1
II. Authority and Scope 1
III. Program Summary 2
IV. Program Timeline 2
V. Award Amounts 3
VI. Eligible Applicants 3
VII. Eligible Activities 4
VIII. Ineligible Activities 6
IX. Eligible Uses 7
X. Ineligible Uses 7
XI. Application Requirements 7
XII. Application Submission Requirements 8
XIII. Application Review 8
XIV. Award Letter and Standard Agreement 9
XV. Appeals 9
XVI. Administration 10
XVII. Right to Modify or Suspend the NOFA, and Final Decision-making 13
XVIII. Definitions 14

2019 NOTICE OF FUNDING AVAILABILITY
LOCAL EARLY ACTION PLANNING GRANTS PROGRAM

I. Introduction

The California Department of Housing and Community Development (Department) is pleased to announce the release of this Notice of Funding Availability (NOFA) for approximately $119,040,000 as part of the Local Early Action Planning Grants Program (LEAP or Program). LEAP is made available as a portion of the Local Government Planning Support Grants Program pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515.03 (Chapter 159, Statutes of 2019). The Program provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production, and facilitate compliance in implementing the sixth cycle of the RHNA.

II. Authority and Scope

This NOFA is authorized pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515 to 50515.05). The NOFA implements, interprets, and makes specific provisions for purposes of implementing planning grants to jurisdictions pursuant to 50515.03 (hereinafter "LEAP").

This NOFA establishes terms, conditions, forms, procedures and other mechanisms as the Department deems necessary to exercise the powers and perform the duties conferred by Chapter 3.1.

The matters set forth herein are regulatory mandates, and are adopted in accordance with the authorities set forth below:

Quasi-legislative regulations … have the dignity of statutes … [and]… delegation of legislative authority includes the power to elaborate the meaning of key statutory terms…

> *Ramirez v. Yosemite Water Co.*, 20 Cal. 4th 785, 800 (1999)

Further, the Department may implement the Program through the issuance of forms, guidelines, and one or more NOFAs, as the Department deems necessary, to exercise the powers and perform the duties conferred on it by this chapter. Any forms, guidelines, and notices of funding availability adopted pursuant to this section are hereby exempted from the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code). (Health and Safety Code Section 50515.04(f)).

The Department reserves the right, at its sole discretion, to suspend or amend the provisions of this NOFA, including, but not limited to, grant award amounts.

III. Program Summary

The Local Early Action Planning Grants Program (LEAP or Program) is part of the broader Program formerly known as the Local Government Planning Support Grants Program, which was established as part of the 2019-20 Budget Act. The 2019-20 Budget Act provides a spectrum of support, incentives, resources and accountability to meet California's housing goals. Some specific elements include:

- Planning Support (local and regional planning grants)
- Incentives (Prohousing preference and infill incentive grants)
- Funding Resources
- Accountability (penalties for noncompliant housing plans)
- Reform (collaborative processes to reform regional housing needs)

The Local Government Planning Support Grants Program provides one-time grant funding to regions and jurisdictions for technical assistance, preparation and adoption of planning documents, and process improvements. The over-arching goals of the Program are to (1) accelerate housing production; and (2) facilitate compliance to implement the sixth cycle of the regional housing need assessment (RHNA).

IV. Program Timeline

Grants will be available to eligible applicants on a noncompetitive, Over-the-Counter (OTC) basis. Applications will be accepted from the date of the release of this NOFA and up until July 1, 2020. See Table 1 below for the anticipated timeline for awards for the OTC period.

Event	**Date**
NOFA Release	January 27, 2020
NOFA Application Webinar	February 14, 2020
NOFA Application Workshops	February and March 2020
Final Due Date for OTC Applications	July 1, 2020
Technical Assistance	February 2020 through December 31, 2023
Expenditure Deadline	December 31, 2023

The Department will review applications within 30 days and target award of applications within 60 days, with subsequent Standard Agreements processed within 60 days of award. Applicants are encouraged to submit early in the application window.

The Department will hold workshops and a webinar to review the LEAP NOFA and application and will be conducting technical assistance to aid applicants throughout the OTC period and implementation of the grant. For a list of dates, times, and locations for the workshops as well as information on technical assistance, please visit the Department's website at https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml.

V. Award Amounts

This Program will make $119,040,000 dollars available to jurisdictions for Program implementation, including state operations and expenditures, and technical assistance. Maximum award amounts are based on population estimates as of January 1, 2019.[1] The minimum award amount is $25,000. The maximum amount that a jurisdiction may receive pursuant to this subdivision shall be as follows:

Jurisdiction Size (in population)	Maximum Award Amount
750,000 or greater	$1,500,000
300,000 to 749,999	$750,000
100,000 to 299,999	$500,000
60,000 to 99,999	$300,000
20,000 to 59,999	$150,000
Less than 20,000	$65,000

Applicants seeking partnerships with other local governments will be additive. For example, two jurisdictions between 100,000 and 299,999 people could submit a proposal for up to $1.0 million.

VI. Eligible Applicants

Eligible applicants are limited to local governments, i.e., cities and counties. However, local governments may partner through legally binding agreements with other forms of governments or entities where the proposal will have a direct effect

[1] Population estimates, posted as of January 1, 2019, are based on the Department of Finance E-1 report. Official maximum amounts per jurisdiction can be found at the Department's website at https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml.

on land-use or development within the participating localities. This includes, but is not limited to, partnerships with other localities, regional governments, housing authorities, school districts, special districts, community-based organizations, or any duly constituted governing body of an Indian Reservation or Rancheria. Applicants forming partnerships, must submit separate, completed and signed application packages, including resolutions and a copy of the signed agreement between partners to the Department in order to be awarded funds.

VII. Eligible Activities

Eligible activities must demonstrate an increase in housing related planning activities and facilitate accelerated housing production. Eligible activities may be part of a larger planning effort (e.g., a comprehensive zoning code update) if proposed activities have not been completed prior to the NOFA date, are distinct, and demonstrate a nexus to accelerating housing production. Eligible activities are not necessarily jurisdiction-wide and may include a smaller geography with a significant impact on housing production. For example, eligible activities may include a housing development-related project with a significant community level impact, or planning or process improvement for a project with an ongoing community impact beyond the project. Eligible activities may include a variety of planning documents and processes, including, but not limited to, the following as set forth in Health and Safety Code section 50515.03(c):

1. Rezoning and encouraging development by updating planning documents and zoning ordinances, such as General Plans, community plans, specific plans, implementation of sustainable communities' strategies, and local coastal programs;
2. Completing environmental clearance to eliminate the need for project-specific review;
3. Establishing housing incentive zones or other area-based housing incentives beyond State Density Bonus Law such as a workforce housing opportunity zone pursuant to Article 10.10 (commencing with Section 65620) of Chapter 3 of Division 1 of Title 7 of the Government Code, or a housing sustainability district pursuant to Chapter 11 (commencing with Section 66200) of Division 1 of Title 7 of the Government Code;
4. Performing infrastructure planning, including for sewers, water systems, transit, roads, or other public facilities necessary to support new housing and new residents;
5. Planning documents to promote development of publicly-owned land, such as partnering with other local entities to identify and prepare excess or surplus property for residential development;
6. Revamping local planning processes to speed up housing production;
7. Developing or improving an accessory dwelling unit ordinance in compliance with Section 65852.2 of the Government Code;
8. Planning documents for a smaller geography (less than jurisdiction-wide) with a significant impact on housing production, including an overlay district, project level specific plan, or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas;

9. Rezoning to meet requirements pursuant to Gov. Code Section 65583(c)(1), and other rezoning efforts to comply with Housing Element requirements, including Gov. Code Section 65583.2(c) (AB 1397, Statutes of 2018);
10. Upzoning or other implementation measures to intensify land use patterns in strategic locations, such as close proximity to transit, jobs or other amenities;
11. Rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps);
12. Establishing pre-approved architectural and site plans;
13. Preparing and adopting Housing Elements of the General Plan that include an implementation component to facilitate compliance with the sixth cycle RHNA;
14. Adopting planning documents to coordinate with suballocations under Regional Early Action Planning Grants (REAP) pursuant to Health and Safety Code Section 50515.02(f) that accommodate the development of housing and infrastructure, and accelerate housing production in a way that aligns with state planning priorities, housing, transportation equity and climate goals, including hazard mitigation or climate adaptation;
15. Zoning for by-right supportive housing, pursuant to Gov. Code section 65651 (Chapter 753, Statutes of 2018);
16. Zoning incentives for housing for persons with special needs, including persons with developmental disabilities;
17. Planning documents related to carrying out a local or regional housing trust fund;
18. Environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary (e.g., less than 15 percent of the total grant amount) and part of a proposed activity with a nexus to accelerating housing production; and
19. Other planning documents or process improvements that demonstrate an increase in housing related planning activities and facilitate accelerating housing production; and
20. Establishing Prohousing Policies, as follows:

Prohousing Policies

The Department encourages applicants to consider LEAP funds to facilitate designation as a Prohousing jurisdiction.

The 2019-20 Budget Act requires the Department to develop the Prohousing designation emergency regulations by no later than July 1, 2021. This program will allow the Department to designate jurisdictions as “Prohousing,” when they demonstrate policies and strategies to accelerate housing production. In turn, Prohousing jurisdictions will be awarded additional points or preference in programs such as the Affordable Housing and Sustainable Communities (AHSC), Transformative Climate Communities (TCC), Infill Infrastructure Grant (IIG) programs and other state funding programs. The Department anticipates developing emergency regulations and Prohousing designations prior to July 1, 2021, and will seek to designate jurisdictions prior to future rounds of AHSC, TCC and IIG

programs.

Pursuant to Gov. Code Section 65589.9(f)(2), “Prohousing” policies mean policies that facilitate the planning, approval, or construction of housing. These policies may include, but are not limited to, the following:

A. Planning for local financial incentives for housing, including, but not limited to, establishing a local housing trust fund;
B. Reducing parking requirements for sites that are zoned for residential development;
C. Adoption of zoning allowing for use by right for residential and mixed-use development;
D. Zoning more sites for residential development or zoning sites at higher densities than is required to accommodate the minimum existing RHNA for the current Housing Element cycle;
E. Adoption of accessory dwelling unit ordinances or other mechanisms that reduce barriers for property owners to create accessory dwelling units beyond the requirements outlined in Section 65852.2, as determined by the Department;
F. Process improvements that reduce permit processing time;
G. Creating of objective development standards;
H. Studies and implementing actions that reduce development impact fees; and
I. Establishing a Workforce Housing Opportunity Zone, as defined in Section 65620, or a housing sustainability district, as defined in Section 66200.”

VIII. Ineligible Activities

1. Activities unrelated to preparation and adoption of planning documents, and process improvements to accelerate housing production and facilitate compliance to implement the sixth cycle of the RHNA;
2. Activities that obstruct or hinder housing production, e.g., moratoriums, downzoning, planning documents with conditional use permits that significantly impact supply, cost, approval certainty and timing, planned development, or other similarly constraining processes; and
3. Project specific planning documents that do not have a significant impact on accelerating housing production or significant community level or re-occurring benefit beyond the project.
4. The Department may consider proposals that are combined with larger proposals that have a positive housing component and the net effect on accelerating housing production is significant. For example, an applicant may propose combining an open-space designation, downzoning, or anti-displacement measures with by-right upzoning that has a significant net gain in housing capacity.

IX. Eligible Uses

1. Grant funds may cover the costs of temporary staffing or consultant needs associated with eligible activities;
2. Grant funds shall be used for the costs of preparing and adopting the proposed activity;
3. A jurisdiction that receives funds under this Program may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the jurisdiction of its responsibilities under the Program;
4. Eligible expenditures may be incurred and expended for the project(s) subject to the terms and conditions of the Standard Agreement; and
5. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of the Standard Agreement, and completed during the grant term, will be reimbursable.

X. Ineligible Uses

1. Program grant funds may not be used for administrative costs of persons employed by the grantee for activities not directly related to the preparation and adoption of the proposed activity;
2. No more than 5 percent of the grant amount may be used for administrative costs for any proposed use, to be approved by the Department upon disbursement; and
3. Approved and eligible costs incurred prior to the NOFA date are ineligible.

XI. Application Requirements

Until July 1, 2020, a jurisdiction may request an allocation of funds pursuant to this section by submitting a complete application to the Department that demonstrates:

1. A budget, including timelines, deliverables, sub-steps and adoption, that demonstrates funds will be utilized for eligible activities and uses;
2. How proposed activities will increase housing planning and facilitate accelerating local housing production;
3. Completed or proposed activities consistent with the state or other planning priorities; and
4. All other required information contained in the Department's application

Applicants will demonstrate consistency with these requirements utilizing the forms and manner prescribed in the Department application.

Accelerating Housing Production: Applicants must propose and document plans or processes that increase housing planning and facilitate accelerating local housing production. The application must demonstrate a significant positive effect on accelerating housing production through timing, cost, approval certainty, entitlement streamlining, feasibility, infrastructure capacity, or impact on housing

supply and affordability. An application must include an explanation and documentation of the nexus to accelerating housing production based on a reasonable and verifiable methodology and must utilize the Department's form (see the Department's application). A verifiable methodology may include a statement of support from a non-profit or for-profit developer that is active in the locality.

State and Other Planning Priorities: Consistency with state or other planning priorities may be demonstrated through proposed activities in the application **OR** activities that were completed within the last five years. Applicants must self-certify utilizing the Department's form (see Department's application).

XII. Application Submission Requirements

In order to be eligible for grant funding, an applicant must submit a completed, signed original application and an electronic copy on CD or USB flash drive. Applications will be accepted on an OTC basis as of the date of this NOFA through July 1, 2020. The Department encourages early applications and will accept applications post-marked by the July 1, 2020 deadline. Applicants may utilize various carrier services, such as the U.S. Postal Service, UPS, FedEx, or other carrier services. All applications must be submitted to the Department at the following address:

California Department of Housing and Community Development
Division of Housing Policy Development
2020 West El Camino Ave, Suite 500
Sacramento, CA 95833

Applications must be on Department forms and cannot be altered or modified by the applicant. Program applications and forms are available on the Department's website located at https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml.

XIII. Application Review

1. The Program will not utilize a competitive process to award funds.
2. Funds will be available to eligible applicants on a rolling OTC basis that begins as of the date of this NOFA and ends July 1, 2020.
3. An application form will be available upon release of the NOFA and will include forms to demonstrate meeting eligibility requirements such as, among other forms, a resolution, a proposed budget and timeline table and self-certified attachments demonstrating a nexus to housing production and consistency with state planning and other priorities;
4. Applications will first be reviewed for, among other things, completeness, eligibility requirements, and accuracy;
5. In order to be considered complete, an application must contain requested

information and supporting documentation where appropriate;
6. All applications must meet the eligibility requirements as specified in this NOFA;
7. If the application is ineligible, it will not be considered for funding, but may be amended and resubmitted;
8. The Department may request additional information to complete and approve the application for funding;
9. Applications recommended for funding are subject to conditions specified by the Department;
10. Applications will be reviewed within 30 days from the date the Department receives the application; and
11. All applicants not meeting the eligibility requirements will be informed within 30 days from the date the Department receives the application.

XIV. Award Letter and Standard Agreement

Successful applicants will receive an Award Letter from the Department and will be awarded funds. Applicants will enter into a state Standard Agreement (Standard Agreement) for distribution of funds. The Standard Agreement process will specify, among other things, the amount of funds granted, timeline for expenditure of funds, and the approved use of funds. Expenditure report dates and other requirements will also be identified in the Standard Agreement.

XV. Appeals

1. Basis of Appeals:

   A. Upon receipt of the Department's notice deeming an application incomplete or ineligible, applicants under this NOFA may appeal such decision(s) to the Department Director.
   B. The decision of the Director is final and not subject to further administrative or judicial review.
   C. No applicant shall have the right to appeal a decision of the Department relating to another applicant's eligibility, award, denial of award, or any other related matter.

2. Appeals Process and Deadlines:

   A. Process. In order to lodge an appeal, applicants must submit to the Director by the deadline set forth in subsection (b) below, a written appeal which states all relevant facts, arguments, and evidence upon which the appeal is based. No new or additional information will be accepted. Once the written appeal is submitted to the Director, no further information or materials is required to be accepted or considered thereafter. Appeals are to be submitted to the Director at following address:

California Department of Housing and Community Development
Division of Housing Policy Development
2020 W. El Camino Avenue, Suite 500
Sacramento, California 95833
EarlyActionPlanning@hcd.ca.gov

The Director will accept appeals delivered through a carrier service such as the U.S. Postal Service, UPS, Fed-Ex, or other carrier services that provide date stamp verification of delivery. Deliveries must be received during the Department's weekday (non-state holiday) business hours of 9:00 a.m. to 5:00 p.m. Pacific Standard Time. Additionally, emails to the email address listed above will be accepted if the email time stamp is prior to the appeal deadline.

B. Filing Deadline. Appeals must be received by the Director no later than (5) five business days from the date of the Department's determination.

3. Decision:

Any request to amend the Department's decision shall be reviewed for compliance with this NOFA and its application. The Director shall render his/her decision in writing within fifteen (15) business days of receipt of the applicant's written appeal. The decision of the Director shall be the Department's final decision, and shall not be appealable to any court or tribunal.

XVI. Administration

1. Grant Execution and Term

A. The Department will notify the grantee if they have been selected for a grant award;
B. After the Standard Agreement has been drawn, the grantee will be provided instructions for signing all required documents. The grantee must submit all supporting materials and a signed Standard Agreement within the timeline provided in the instructions, or risk forfeiting the grant award;
C. The grant term begins on the day the Department and the grantee have fully executed the Standard Agreement. The Department will notify the grantee and partners when work may proceed under the agreement. However, eligible activities that are approved by the Department may be retroactively reimbursed to the date of the NOFA; and
D. The end of the grant term will be determined by the state based on the availability of grant funds and the administrative requirements for liquidation.

2. Payment and Accounting of Grant Funds

   A. Grant funds cannot be disbursed until the Standard Agreement has been fully executed;
   B. The grantee will be responsible for compiling and submitting all invoices and reporting documents. Grantees will submit for reimbursements to the Department based on actual cost incurred;
   C. The grantee must bill the state based on clear deliverables outlined in the Standard Agreement or budget timeline. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of the Standard Agreement, and completed and processed prior to the expenditure deadline, will be reimbursable. Approved and eligible costs incurred prior to the NOFA date are ineligible;
   D. Work must be completed prior to requesting reimbursement;
   E. Grant fund payment will be made on a reimbursement basis; advance payments are not allowed. The grantee and partners must have adequate cash flow to pay all grant-related expenses prior to requesting reimbursement from the Department. Project invoices will be submitted to the Department by the grantee on a quarterly basis;
   F. In unusual circumstances, the Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work;
   G. Supporting documentation may include, but is not limited to: receipts, progress payments, subcontractor invoices, time cards, etc.;
   H. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid. The Department may withhold 10 percent of the grant until grant terms have been fulfilled; and
   I. Each recipient of funds under the Program shall expend those funds no later than December 31, 2023.

3. Accounting Records and Audits

   A. The grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required;
   B. The grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project, in accordance with generally accepted accounting principles;
   C. The grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement;
   D. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated;
   E. Subcontractors employed by the grantee and paid with moneys under the

terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above;

F. At any time during the term of the Standard Agreement, the Department may perform, or cause to be performed, a financial audit of any and all phases of the award. At the Department's request, the awardee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during project implementation and over the project life;

G. The Department may request additional information, as needed, to meet other applicable audit requirements; and

H. The Department may monitor expenditures and activities of an applicant, as the Department deems necessary, to ensure compliance with Program requirements.

4. Remedies of Nonperformance

A. In the event that it is determined, at the sole discretion of the state, that the grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement;

B. Both the grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The grantee will submit any requested documents to the Department within 30 days of the early termination notice; and

C. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt the completed planning document. Localities that do not formally adopt the funded activity could be subject to repayment of the grant.

D. The Department may, as it deems appropriate or necessary, request the repayment of funds from an applicant, or pursue any other remedies available to it by law for failure to comply with Program requirements (Health and Safety Code section 50515.04(e).

5. Reporting

A. At any time during the term of the Standard Agreement, the Department may request a performance report that demonstrates satisfaction of all requirements identified in the Standard Agreement with emphasis on eligible activities, eligible uses, ineligible uses, and expenditures, according to timelines and budgets referenced in the Standard Agreement;

B. Awardees shall submit a report, in the form and manner prescribed by

the Department, to be made publicly available on its internet website, by April 1 of the year following the receipt of those funds, and annually thereafter until those funds are expended, that contains the following information:

- The status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction; and
- A summary of building permits, certificates of occupancy, or other completed entitlements issued by entities within the region, or by the jurisdiction, as applicable.

C. The awardee must, in lieu of a separate report, provide the above described information as part of its annual report pursuant to Gov. Code Section 65400;
D. The Department may request additional information, as needed, to meet other applicable reporting requirements;
E. Upon completion of all deliverables within the Standard Agreement, the awardee shall submit a close out report. See Attachment 1; and
F. The Department shall maintain records of the following and provide that information publicly on its internet website:

- The name of each applicant for Program funds and the status of that entity's application;
- The number of applications for Program funding received by the Department; and
- The information described in 5(B) above for each recipient of Program funds.

XVII. Right to Modify or Suspend the NOFA, and Final Decision-making

The Department reserves the right, at is sole discretion, to suspend, amend, or modify the provisions of this NOFA at any time, including, without limitation, the amount of funds available hereunder. If such an action occurs, the Department will notify all interested parties and will post the revisions to the Department's website. You may subscribe to the Department's email list here: http://www.hcd.ca.gov/HCD_SSI/subscribe-form.html.

Further, the Department's decision to approve or deny an application or request for funding pursuant to the Program, and its determination of the amount of funding to be provided, shall be final.

XVIII. Definitions

All terms not defined below shall, unless their context suggests otherwise, be interpreted in accordance with the meanings of terms described in Health and Safety Code section 50470.

A. "Accelerating Housing Production" means improving the timing, cost, feasibility, approval and amount of development through various mechanisms such as zoning incentives (e.g., increased density and heights, reduced parking requirements), upzoning, zoning amendments to permit residential in non-residential zones, corridor planning, development standards modifications, non-discretionary review, financing strategies, sliding scale fee modifications, facilitating adequate infrastructure to support development, approval streamlining that addresses quickness and ease of entitlements, and other mechanisms that promote production or remove or mitigate regulatory barriers.

B. "Affordability" means a housing unit that satisfies at least one of the following criteria:

   1. It is available at an "affordable rent" as that term is used and defined in Section 50053 of the Health & Safety Code;

   2. It is offered at an "affordable housing cost", as that term is used and defined in Section 50052.5 of the Health & Safety Code; or

   3. It is available at an "affordable rent" or an "affordable housing cost" according to the alternative percentages of income for agency-assisted rental and cooperative housing developments pursuant to Department regulations adopted under Health and Safety Code section 50462(f).

C. "Annual Progress Report" (APR) means the annual report required to be submitted to the Department pursuant to paragraph (2) of subdivision (a) of Section 65400 of the Government Code.

D. "Completed entitlement" means a housing development project that has received all the required land use approvals or entitlements necessary for the issuance of a building permit and for which no additional action, including environmental review or appeals, is required to be eligible to apply for and obtain a building permit.

E. "Council of governments" means a single or multicounty council created by a joint powers agreement pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code that is responsible for allocating regional housing need pursuant to Sections 65584, 65584.04, and 65584.05 of the Government Code.

F. "Department" means the California Department of Housing and Community Development.

G. “Housing” means any development that satisfies both of the following criteria:

1. At least two-thirds of the square footage of the development must be designated for residential use; and

2. Includes a house, an apartment, a mobile home or trailer, a group of rooms, or a single room that is occupied as separate living quarters, or, if vacant, is intended for occupancy as separate living quarters. Separate living quarters are those in which the occupants live separately from any other individuals in the building, and which have a direct access from the outside of the building, or through a common hall.

Note: accessory dwelling units (ADU) and junior accessory dwelling units (JADU) pursuant to Gov. Code sections 65852.2 and 65852.22 meet the definition above.

H. “Housing Element” or “element” means the Housing Element of a community’s General Plan, as required pursuant to subdivision (c) of Section 65302 of the Government Code and prepared in accordance with Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code.

I. “Jurisdiction” means any city, including a charter city, county, including a charter county or city and county, including a charter city and county.

J. “Local government” or “Locality” means any city, including a charter city, county, including a charter county or city and county, including a charter city and county.

K. “Objective zoning standard”, “objective subdivision standard”, and “objective design review standard” means standards that involve no personal or subjective judgment by a public official, and are uniformly verifiable by reference to an external and uniform benchmark or criterion available, and knowable by both the development applicant or proponent and the public official prior to submittal. “Objective design review standards” means only objective design standards published and adopted by ordinance or resolution by a local jurisdiction before submission of a development application, which are broadly applicable to development within the jurisdiction.

L. “Other Planning Priorities” means planning, policies, programs or investments to promote housing choices and affordability to lower and moderate income households, the encouragement of conservation of the existing affordable housing stock, and efforts to take into account current and future impacts of climate change, including hazard mitigation.

M. “Regional housing need assessment” means the existing and projected need for housing for each region, as determined by the Department pursuant to Section 65584.01 of the Government Code.

N. “State Planning Priorities” means priorities which are intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety in the state, including in urban, suburban, and rural communities pursuant to Gov. Code Section 65041.1.

O. “Streamlined Housing Production” means improving the entitlement process through actions such as removing, mitigating or minimizing local regulatory requirements, reforming the local approval process to reduce processing times, the number of local discretionary approvals and permits needed for projects, improving approval certainty, establishing non-discretionary processes, modifying development standards, such as reducing parking requirements and increasing height limits, or other efforts, such as taking the fullest advantage of existing streamlining mechanisms provided in state law.

Attachment 1
Close Out Reporting Form

LEAP Grant Close Out Reporting Template

Brief Summary

- Overview of the project
- Project start date and duration
- Project goals and relevance to LEAP goals
- Quantified outcomes

Lead Agency and Partnerships

- List lead agency and partnerships (including names, titles, organizations, and roles and responsibilities of each)
- What did those collaborative relationships and processes look like?

Drivers

- Did any local, state, or federal legislation or mandates drive the project? (SB 35, AB 1397, etc.)
- Was it a community driven effort?
- Were there additional funding opportunities present?

Engagement Process

- Who were your stakeholders?
- What did the engagement process look like?
- What role did stakeholders play in the process? (Keep in mind: training, education, council formation, technical assistance, etc.)
- What were the outcomes of the engagement process?

Challenges

- What challenges were encountered?
- What solutions were encountered or created?
- Are there areas for improvement of policy alignment at the state or federal level to help achieve this project more easily?

LEAP Grant Close Out Reporting Template

Outcomes

- What are the current or projected outcomes? Benefits?
- Were outcomes as anticipated?
- Have new opportunities arisen as a result of this project?
- What are the next steps?

Replicability

- What aspects of the project could be replicated in other communities?
- Useful resources and tools? For a specific region or sector?

Additional Resources

- Links to the project itself
- Links to resources used throughout and any other relevant resources

Further Information

- Who can be reached to ask more questions about this project?
- Name
- Number and/or email

City Council Agenda Report

Agenda Item No. 7.f.

DATE: June 23, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Rene Salas, Public Works Director

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

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

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-66, amending the Agreement with JLHA for environmental services and the management of the MS4 NPDES regulatory permit to extend the contract for an additional three (3) months and increase compensation terms by $40,000 for a total not to exceed contract amount of $190,000.

FISCAL IMPACT: The fiscal impact associated with this action is estimated at approximately $40,000 for a three (3) month period (July 2020 through September 2020) and will be appropriately budgeted for in FY 2020/21 budget year.

DISCUSSION: The environmental services and management of the MS4 NPDES regulatory permit services provided by JLHA include the detection and elimination of potential illicit connections and illicit discharges throughout the City, including monitoring discharges from private water systems, and, ultimately, keeping the City in compliance with regulatory requirements.

The original agreement with JLHA was signed on June 30, 2017. That agreement was for one year for a total of $75,000, with an option to extend the agreement for an additional two (2) years. The option to extend was inadvertently excluded from the contract, which later resulted in the City Council, on July 9, 2019, authorizing a new agreement with JLHA to account for the additional two (2) year period in an amount not to exceed $150,000. Staff now seeks to amend the Agreement. The agreement with JLHA for these services is due to expire on June 30, 2020.

Due to staff's focus and efforts on the COVID-19 pandemic and respective response measures, staff has been unable to prepare or advertise a Request for Proposal (RFP) for these services with sufficient time to award a new contract. Staff anticipates to obtain the City Council's approval of and authorization to advertise for an RFP at the July 14, 2020 City Council Meeting, advertise it, and make a recommendation of award at the September 8, 2020 City Council Meeting.

Staff, therefore, is seeking to amend the existing contract with JLHA for an additional three (3) months to allow the needed time to obtain the proper approvals to issue the RFP, receive responses to the RFP, and make a recommendation of award. Based on current service rates, staff estimates no more than $40,000 will be required to cover the additional three (3) months in services received by JLHA, which will be appropriately budgeted for in the FY 2020/21 budget year.

Staff recommends that the City Council adopt Resolution No. 20-66, amending the Agreement with JLHA for environmental services and the management of the MS4 NPDES regulatory permit to extend the contract for an additional three (3) months and increase compensation terms by $40,000 for a total not to exceed contract amount of $190,000.

Agenda Item Prepared By: Monica Heredia, Public Works Analyst

ATTACHMENTS:

Attachment A - Resolution No. 20-66

Attachment B - Amendment No. 1

ATTACHMENT A

RESOLUTION NO. 20-66

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH THE JOHN L. HUNTER AND ASSOCIATES, INC. (JLHA) FOR ENVIRONMENTAL SERVICES AND THE MANAGEMENT OF THE MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY PERMIT TO EXTEND THE CONTRACT FOR AN ADDITIONAL THREE (3) MONTHS AND INCREASE COMPENSATION TERMS BY $40,000 FOR A TOTAL NOT TO EXCEED CONTRACT AMOUNT OF $190,0000

WHEREAS, on July 9, 2019, the City has entered into an agreement with JLHA for environmental services and management of the MS4 NPDES regulatory permit in an amount not to exceed $150,000; and

WHEREAS, the City Council now seeks to amend the contract to extend the contract for an additional three (3) months and increase compensation terms to a total not to exceed amount of $190,000.

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

SECTION 1. The City Council hereby authorizes the City Manager to execute Amendment No. 1 to the agreement with the JLHA for environmental services and management of the MS4 NPDES regulatory permit to extend the contract for three (3) additional months and increase maximum compensation terms to $190,000.

SECTION 2. The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 23rd day of June 2020.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Rose Juarez, City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-66 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 23rd day of June 2020, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Rose Juarez, City Clerk

ATTACHMENT B

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment") by and between the **CITY OF SOUTH EL MONTE**, a California municipal corporation ("City") and **JOHN L. HUNTER AND ASSOCIATES, INC.**, a California corporation ("Consultant") is effective as of the 23rd day of June, 2020.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated July 9, 2019 ("Agreement") whereby Consultant agreed to provide environmental services and management of the MS4 NPDES regulatory permit.

B. City and Consultant now desire to amend the Agreement to extend the contract for three (3) additional months and increase the Maximum Compensation to $190,000.

TERMS

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

a. Section 2, Term of the Agreement, is hereby amended as follows:

"The term of this Agreement shall be from June 14, 2018 through ***September 30, 2020*** ~~June 30, 2020~~***,*** unless earlier terminated as provided in Section 12 of this Agreement or extended."

b. Section 3, Compensation, subsection A, is hereby amended as follows:

"As full compensation for Consultant's Services satisfactorily rendered under this Agreement, City shall pay Consultant a not-to-exceed amount of ***$190,000*** ~~$150,000~~ (the "Maximum Compensation"), as set forth in the Approved Fee Schedule attached hereto as **Exhibit B."**

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 Sub-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.

Sub-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 Sub-Consultant that, as of the date of this Amendment, Sub-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

_____
Rachel Barbosa, City Manager

ATTEST:

_____
Rose Juarez, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Anthony R. Taylor, City Attorney

CONSULTANT:

JOHN L. HUNTER & ASSOCIATES, INC., a California corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

Address:

6131 Orangethorpe, Ave., Ste 300
Buena Park, CA 90620

Two corporate officer signatures required when Sub-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. SUB-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 SUB-CONSULTANT'S BUSINESS ENTITY.

City Council Agenda Report

Agenda Item No. 7.g.

DATE: June 23, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Rene Salas, Public Works Director

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

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

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-67 approving the List as a requirement of SB-1 and for submittal to the CTC, and authorize the City Manager to sign all documents related to SB-1/RMRA funding.

FISCAL IMPACT: The City is estimated to receive SB-1/RMRA Local Street funding of $365,955 in FY 2020-21. The attached list includes street projects that are scheduled for repairs in the coming year. The estimated funds are for the FY 2020-21 Budget to be tracked using Special Fund for Road Maintenance and Rehabilitation, which will be reflected in the Operating and Revenue Budgets.

DISCUSSION: SB-1 was signed by Governor Brown on April 28, 2017. The bill provides an estimated $52.5 billion for transportation purposes throughout the State over the next ten years, with investments targeted towards fix-it-first purposes on local streets, roads, highways, transit operations and maintenance, capital investments, and active transportation. There is no sunset on the revenue sources included in the bill, with many of the taxes and fees to be indexed for inflation in order to keep pace with rising costs.

Revenues generated from SB-1 are based on increases to the gasoline excise tax, diesel excise tax, diesel sales tax, loan repayment, transportation improvement fees, a rest of price-based gas tax, and zero emission vehicle registration fees. The SB-1 funds are in addition to what the City currently receives through the current Gas Tax. SB-1 funding will be eligible to be used for project that generally include, but are not limited to:

- Road Maintenance and Rehabilitation
- Safety Projects
- Railroad Grade Separations
- Complete street components, including active transportation projects, pedestrian and bicycle safety projects, transit facilities, and drainage and storm water capture projects in conjunction with any other allowable projects
- Traffic Control Devices

As a result of the passage of SB-1, the City received $359,803 for FY18-19 and spent $74,222.22 toward the Alesia & Lerma Street improvement projects. The remaining FY18-19 funds ($285,581) was allocated towards the FY19-20 SB-1 street project list that includes the Lashbrook and Strozier projects. The City received $340,958 in funding for FY19-20. The remaining $285,581 from the FY18-19 funds, and the $340,958 from the FY 19-20 funds will be added to the anticipated FY20-21 amount of $365,955 for a grand total of $992,494 available SB-1 funds currently available to the City.

With the new funding, cities, and recipients must meet expenditure, reporting, and scheduling guidelines set forth by the State Controller's Office and CTC. To satisfy one requirement, a project list must be submitted to the CTC each year in order to receive funds, which can be changed to adapt to local needs as long as the changes are consistent with other requirements of the bill. Cities and counties are required to submit a list to CTC before and after expenditure of SB-1 funds on the projects proposed to be funded. The list must be adopted by the entity's legislative body as part of the jurisdiction's budget and include a description and location of the project, a proposed schedule of completion, and the estimated useful life of the project.

The list of proposed projects that was prepared by City staff was based on recent Pavement Management System information. Also, staff did extensive field reviews and inspections of various streets. The projects included in the list are experiencing a large amount of degradation due to vehicle traffic. Visible signs of alligator cracks and ongoing pot hole repairs are common on these streets. The proposed resolution would add the project titled "AC Coldmill and Overlay (2") and AC Deep Coldmill and Overlay (4") 205,000 sq.ft" located at Strozier Ave. (Lerma Road to Rush St., Klingerman St. to north City limits) and Lashbrook Ave. (Garvey Ave to south terminus of Lashbrook Ave, Garvey Ave to north City limits) to this list. The 2nd project on the list is titled Cold Mill (1.5") 50,000 sq.ft. and Overlay (1.5") ARHM 740 sq.ft. and curb repairs located on Fern St/Elliott Ave from Seaman Ave to Continental Ave.

ATTACHMENTS:

Attachment A - Resolution 20-67.docx

Attachment B SB-1 Project List

ATTACHMENT A

RESOLUTION NO. 20-67

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2020-21 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated $365,955 in RMRA funding for Fiscal Year 2020-21, and received $340,958 in RMRA funding in Fiscal Year 2019-20 from SB 1, and has a remaining balance of $285,581 from Fiscal Year 2018-19 from SB-1; and

WHEREAS, this is the fourth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate 255,000 sq. ft. of roads, which includes AC Coldmill and Overlay, throughout the City this year, and other similar projects in the future; and

WHEREAS, The City's overall pavement management program rating is at 61 fair/good and SB-1 funds will contribute to increasing the quality of our road system; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of South El Monte, California, as follows:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The list of proposed projects is attached to the accompanying staff report as Attachment B. The City Council hereby incorporates the following project, which will be funded in-part or solely with remaining fiscal year 2018-19 and fiscal year 2019-20, and fiscal year 2020-21 Road Maintenance and Rehabilitation Account revenues, as part of the project list:

Project Description	Project Location	Est. Useful Life	Est. Project Schedule
AC Coldmill and Overlay (2") and AC Deep Coldmill and Overlay (4") 205,000 sq.ft.	**Strozier Ave. (Lerma Road to Rush St., Klingerman St. to north City limits); Lashbrook Ave. (Garvey Ave to south terminus of Lashbrook Ave, Garvey Ave to north City limits).**	**10 - 15 years**	**Start – September 2020 End – August 2021**
Overlay (1.5") ARHM Asphalt Rubberized Hot Mix 740 sq.ft. and curb repairs 50,000 sq ft	**Fern St/Elliott Ave from 300 ft West of Seaman Ave to Continental Ave**	**10 - 15 years**	**Start – September 2020 End- October 2020**

SECTION 3. The City Council hereby approves the Project List set forth in Attachment B of the accompanying staff report and Section 2 for FY 20-21 SB-1 funding. The Mayor and City Manager are hereby directed to take all actions necessary to effectuate this resolution.

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

PASSED, APPROVED, AND ADOPTED this 23rd day of June 2020.

_____

Gloria Olmos, Mayor

ATTEST:

_____

Rose Juarez, City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-67, 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 23rd day of June, 2020, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Rose Juarez, City Clerk

ATTACHMENT B

FY 20/21 PROPOSED PAVEMENT REHAB PROJECT

LEGEND

- AC Coldmill and Overlay (2")
  160,000 SF; $400,000
- City Limits

N

not to scale

Prepared on 6/18/20

Page 1 of 2

FY 20/21 PROPOSED PAVEMENT REHAB PROJECT

LEGEND

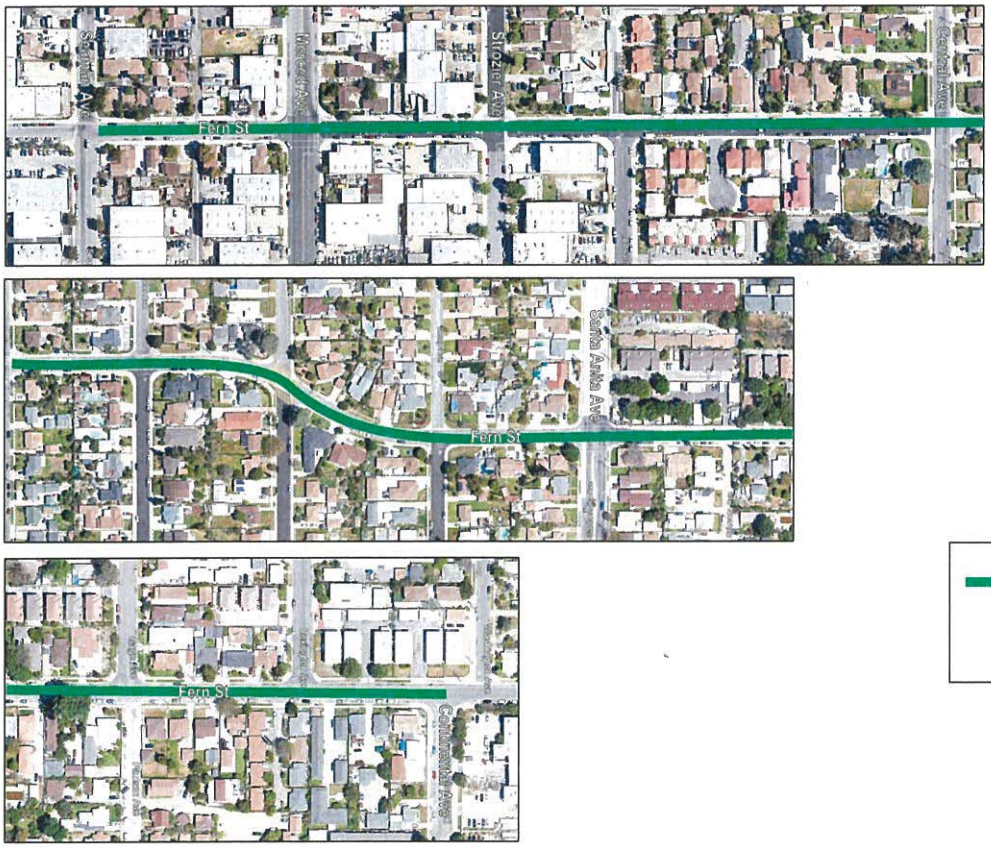
- AC Deep Coldmill and Overlay (4" or thicker) 45,000 SF; $225,000
- City Limits

N

not to scale

Prepared on 6/18/20

FY 20/21 PROPOSED PAVEMENT REHAB PROJECT



N

LEGEND

1.5" AC Coldmill and ARHM Overlay

Total Project Area: 50,000 SF;

Total Project Estimate: $415,700

City Council Agenda Report

Agenda Item No. 7.h.

DATE: June 23, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Andres Gonzalez, Senior Services Supervisor

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

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

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 20-69, approving the Agreement and authorizing the City Manager to execute the same.

FISCAL IMPACT: The Agreement will allocate an amount not-to-exceed $209,000 for FY 2020-21. This will include $186,500 from Title III C-1, $21,500 from Title III C-2 and $1,000 from Title III B. The minimum cash match of 15% will be appropriated in the Senior Citizen Nutrition Program C1 and C2 budgets during the FY 2020-21 budget process.

Due to the COVID19 pandemic, the cost of the program has increased by $26,696 on a monthly average (176%). At this point, we cannot predict when the normal senior center operations will go into effect. This may result in an anticipated cost of $320,352 to provide the program during the upcoming fiscal year. The City will have to appropriate $111,352

from the 2020-21 FY General Fund budget to compensate for the increased demand in meals for older adults who live in the City of South El Monte.

DISCUSSION: The City has provided lunch meals to seniors over the age of 60 and disabled individuals through the Congregate Meals Program and Home-Delivered Meals Program (collectively "Programs") for more than 20 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 donation ranging between $1.75 – $3.00 per meal is appreciated.

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, recreation and wellness programs. The Home-Delivered Meals Program assists seniors who are homebound and is designed to help the frail elderly maintain independence and avoid social isolation as they continue to age in place.

Due to the COVID19 pandemic, the senior center closed temporarily, resulting in the conversion of the operation of the City's Elderly Nutrition Meal Program. Five meals per week are now delivered to the homes of disabled and elderly residents to keep them safe at home. This new model has resulted in a 176% cost increase to the program.

ATTACHMENTS:

Attachment A - Resolution No. 20-69

Attachment B - ENP Allocation Letter

Attachment C - Subaward Agreement

ATTACHMENT A

RESOLUTION NO. 20-69

A RESOLUTION OF THE CITY OF SOUTH EL MONTE APPROVING AN AGREEMENT BETWEEN THE CITY AND THE COUNTY OF LOS ANGELES COMMUNITY AND SENIOR SERVICES FOR THE ELDERLY NUTRITION PROGRAM SERVICES

WHEREAS, on July 1, 2016, the City Council approved an elderly nutrition program agreement with the County of Los Angeles through its Department of Workforce Development, Aging and Community and Senior Services ("County") for County Funding for the City of South El Monte's Elderly Nutrition Program ("Agreement"). The Agreement was for a four-year term commencing July 1, 2016 through June 30, 2020; and

WHEREAS, said contract is set to expire on June 30, 2020; and

WHEREAS, the City and County determined that a new Agreement is necessary to allocate baseline funding in the amount of $209,000 during Fiscal Year 2020-21.

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 the Agreement in substantially the form attached as Attachment C to the June 23, 2020 staff report accompanying this Resolution. 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 23rd day of June, 2020.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Rose Juarez, City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-69 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 23rd day of June, 2020 and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Rose Juarez, City Clerk

ATTACHMENT B

COUNTY OF LOS ANGELES
WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES

3175 West Sixth Street ■ Los Angeles, CA 90020
Tel: 213-738-2600 ■ Fax: 213-487-0379

lacounty.gov

wdacs.lacounty.gov

Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Janice Hahn
Kathryn Barger

"Connecting communities and improving the lives of all generations"

Otto Solórzano
Acting Director

REVISED

June 10, 2020

City of South El Monte
Attention: Ms. Rachel Barbosa
1415 N. Santa Anita Avenue
South El Monte, CA 91733

FISCAL YEAR 2020-21 BASELINE FUNDING ALLOCATION FOR ELDERLY NUTRITION PROGRAM SERVICES

Dear Ms. Barbosa:

The Board of Supervisors has approved County of Los Angeles Workforce Development, Aging and Community Services (County) to enter into an Elderly Nutrition Program (ENP) Subaward with City of South El Monte (Subrecipient). The Subaward information is outlined below:

- Purpose: Subrecipient shall utilize Baseline Funding to provide defined and contracted ENP Title III C-1, Title III C-2 and Title III B Services during Fiscal Year (FY) 2020-21.
- Subaward Number: ENP202110
- Amendment Number: N/A
- Subaward Term: July 1, 2020 through June 30, 2021
- Baseline Funding Allocation: $209,000
- Period Funds Available for Use (subject to execution of Subaward): July 1, 2020 through June 30, 2021
- Supervisorial District: 1
- Funding Source(s), Service Category(ies) and Unit Rate(s) are as follows:

Funding Source	Service Category	Unit Rate (COVID-19)	NSIP Rate	Total Unit Rate	Allocation Amount
Older Americans Act (OAA) Title III C-1	American Meals	$6.24	$0.71	$6.95	~~$182,000~~ $186,500
	Ethnic Meals				
OAA Title III C-2	Hot Meals	$6.07	$0.71	$6.78	~~$26,000~~ $21,500
	Frozen Meals	$6.24	$0.71	$6.95	
	Emergency Meals	$7.44	$0.71	$8.15	
OAA Title III B	Telephone Reassurance	$0.68		$0.68	$1,000
Subaward Sum Year 1 (SSY1)					**$209,000**

If you have any questions, please contact Irma Panosian of my staff by phone or e-mail as follows: (323) 336-5426 or ipanosian@wdacs.lacounty.gov.

Thank you.

Carol Domingo

Carol Domingo, Program Manager
Contracts Management Division

ATTACHMENT C

SUBAWARD

BY AND BETWEEN

COUNTY OF LOS ANGELES

WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES

AND

CITY OF SOUTH EL MONTE

FOR

ELDERLY NUTRITION PROGRAM (ENP)

SUBAWARD NUMBER ENP202110

SUBAWARD PERIOD JULY 2020 - JUNE 2021

TABLE OF CONTENTS

PARAGRAPH		TITLE	PAGE
		RECITALS	6
1.0		**APPLICABLE DOCUMENTS**	7
2.0		**DEFINITIONS AND HEADINGS**	9
3.0		**WORK**	9
4.0		**TERM OF SUBAWARD**	10
5.0		**SUBAWARD SUM**	11
	5.1	TOTAL SUBAWARD SUM	11
	5.2	WRITTEN APPROVAL FOR REIMBURSEMENT	12
	5.3	NOTIFICATION OF 75% OF SUBAWARD SUM	13
	5.4	NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF SUBAWARD	13
	5.5	INVOICES AND PAYMENTS	13
	5.6	UNIT RATE ADJUSTMENTS	18
	5.7	LIMITATIONS ON USE OF SUBAWARD SUMS	19
	5.8	OTHER SUBAWARDS	21
	5.9	JOINT FUNDING REVENUES	21
	5.10	FEDERAL AWARD INFORMATION	21
	5.11	SUBRECIPIENT INDIRECT COSTS	22
	5.12	MATCH CONTRIBUTION	23
	5.13	DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER	25
6.0		**ADMINISTRATION OF SUBAWARD - COUNTY**	25
	6.1	COUNTY ADMINISTRATION	25
	6.2	COUNTY'S CONTRACT MANAGER	25
	6.3	COUNTY'S PROGRAM MANAGER	26
	6.4	COUNTY'S COMPLIANCE MANAGER	26
	6.5	COUNTY'S BUSINESS HOURS	27
7.0		**ADMINISTRATION OF SUBAWARD - SUBRECIPIENT**	27
	7.1	SUBRECIPIENT ADMINISTRATION	27
	7.2	SUBRECIPIENT'S PROJECT MANAGER	27
	7.3	APPROVAL OF SUBRECIPIENT'S STAFF	27
	7.4	SUBRECIPIENT'S STAFF IDENTIFICATION	27
	7.5	BACKGROUND AND SECURITY INVESTIGATIONS	28
	7.6	CONFIDENTIALITY	30
8.0		**STANDARD TERMS AND CONDITIONS**	31
	8.1	AMENDMENTS	31
	8.2	ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS	33
	8.3	AUTHORIZATION WARRANTY	33
	8.4	BUDGET REDUCTIONS	35

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.5	COMPLAINTS	35
8.6	COMPLIANCE WITH APPLICABLE LAWS	36
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	37
8.8	COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM	38
8.9	CONFLICT OF INTEREST	39
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON RE-EMPLOYMENT LIST	40
8.11	CONSIDERATION OF HIRING GAIN AND GROW PARTICIPANTS	40
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT	40
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	43
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	43
8.15	COUNTY'S QUALITY ASSURANCE PLAN	44
8.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	44
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION	44
8.18	FACSIMILE REPRESENTATIONS	45
8.19	FAIR LABOR STANDARDS	45
8.20	FORCE MAJEURE	45
8.21	GOVERNING LAW, JURISDICTION, AND VENUE	46
8.22	INDEPENDENT CONTRACTOR STATUS	46
8.23	INDEMNIFICATION	46
8.24	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	46
8.25	INSURANCE COVERAGE	50
8.26	LIQUIDATED DAMAGES	52
8.27	MOST FAVORED PUBLIC ENTITY	53
8.28	NON-DISCRIMINATION AND AFFIRMATIVE ACTION	53
8.29	NON-EXCLUSIVITY	54
8.30	NOTICE OF DELAYS	54
8.31	NOTICE OF DISPUTES	55
8.32	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	55
8.33	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	55
8.34	NOTICES	55
8.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	55
8.36	PUBLIC RECORDS ACT	56
8.37	PUBLICITY	56
8.38	RECORD RETENTION, INSPECTION AND AUDIT SETTLEMENT	57
8.39	RECYCLED BOND PAPER	61
8.40	LOWER TIER SUBAWARD	61
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	64
8.42	TERMINATION FOR CONVENIENCE	64
8.43	TERMINATION FOR DEFAULT	65
8.44	TERMINATION FOR IMPROPER CONSIDERATION	66
8.45	TERMINATION FOR INSOLVENCY	66
8.46	TERMINATION FOR NON - ADHERENCE OF COUNTY LOBBYIST ORDINANCE	67

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.47	TERMINATION FOR NON - APPROPRIATION OF FUNDS	67
8.48	VALIDITY	67
8.49	WAIVER	68
8.50	WARRANTY AGAINST CONTINGENT FEES	68
8.51	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	68
8.52	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY' S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	68
8.53	TIME OFF FOR VOTING	69
8.54	COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING POLICY	69
8.55	INTENTIONALLY OMITTED	69
8.56	COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES	69
8.57	COMPLIANCE WITH COUNTY POLICY OF EQUITY	69
8.58	PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)	70
9.0	**UNIQUE TERMS AND CONDITIONS**	**70**
9.1	ALLEGATIONS OF FRAUD AND/OR ABUSE	70
9.2	AMERICANS WITH DISABILITIES ACT (ADA)	71
9.3	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	71
9.4	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)	72
9.5	FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES	72
9.6	LIMITATION ON CORPORATE ACTS	72
9.7	INTENTIONALLY OMITTED	73
9.8	MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN	73
9.9	MODIFICATIONS	73
9.10	NEPOTISM	75
9.11	OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT	75
9.12	PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION	76
9.13	PROBATION AND SUSPENSION	77
9.14	TRANSITION OF SUBAWARD SERVICES	79
9.15	TRAVEL EXPENSES	81
9.16	DRUG-FREE WORKPLACE	81
9.17	INFORMATION TECHNOLOGY, SECURITY AND PRIVACY REQUIREMENTS	82
9.18	REMEDIES FOR NON-COMPLIANCE	94
9.19	PAYMENT AND PERFORMANCE GUARANTIES	94
9.20	SUBAWARD DOCUMENT DELIVERABLES	97
9.21	FISCAL REPORTING REQUIREMENTS	102
9.22	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) AND SYSTEM FOR AWARD MANAGEMENT (SAM)	107
9.23	UNUSUAL OCCURRENCES AND CRIME	107
9.24	FEMA PROVISIONS	108
SIGNATURES		

TABLE OF CONTENTS

EXHIBITS

Exhibit A (Statement of Work)

Exhibit B (Intentionally Omitted)

Exhibit C (Intentionally Omitted)

Exhibit D (Subrecipient's Equal Employment Opportunity Certification)

Exhibit E (County's Administration)

Exhibit F (Subrecipient's Administration)

Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement)

Exhibit G2 (Intentionally Omitted)

Exhibit G3 (Intentionally Omitted)

Exhibit H (Jury Service Ordinance)

Exhibit I (Safely Surrendered Baby Law)

Exhibit J (Intentionally Omitted)

Exhibit K (Intentionally Omitted)

Exhibit L (Intentionally Omitted)

Exhibit M1 (Intentionally Omitted)

Exhibit M2 (Intentionally Omitted)

Exhibit M3 (Intentionally Omitted)

Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA))

Exhibit O (Charitable Contributions Certification)

Exhibit P (Definitions)

Exhibit Q (Accounting, Administration and Reporting Requirements)

Exhibit R (Joint Funding Revenue Disclosure)

TABLE OF CONTENTS

Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies)

Exhibit T (Intentionally Omitted)

Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program)

Exhibit V (Contract Management System - Contractor's Gateway Terms and Conditions of Use)

Exhibit W1 (Budget)

Exhibit W2 (Budget)

Exhibit W3 (Budget)

Exhibit X1 (Mandated Program Services)

Exhibit X2 (Mandated Program Services)

Exhibit X3 (Mandated Program Services)

Exhibit Y (List of Lower Tier Subawards)

Exhibit Z (Intentionally Omitted)

Exhibit AA (Subrecipient's Compliance with Encryption Requirements)

Exhibit BB (Criteria and Standards for Letters of Credit and Certificates of Deposit)

Exhibit CC (FEMA Provisions)

Exhibit DD (California Civil Rights Laws Certification)

RECITALS

This agreement for services ("Subaward" or "Contract") is made and entered into this **1st day of July 2020** by and between the parties identified below:

County of Los Angeles through its Department of
Workforce Development, Aging and Community Services
("County")

County's Business Address:
3175 West Sixth Street
Los Angeles, CA 90020

and

City of South El Monte
("Subrecipient" or "Contractor")

Subrecipient's Business Address:
1415 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 etseq. ("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 shall provide ENP Services as specified in Exhibit A (Statement of Work) and elsewhere herein in exchange for County's reimbursement to Subrecipient for those Services; and

WHEREAS, Subrecipient warrants that it possesses and shall maintain the competence, expertise and personnel necessary to provide such ENP Services within County's jurisdictional boundaries for Supervisorial District 1 throughout the term of this Subaward; and

WHEREAS, Subrecipient further warrants that throughout the entirety of this Subaward, Subrecipient shall 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 **June 9, 2020**, the Los Angeles County Board of Supervisors authorized the Acting

Director of County of Los Angeles Workforce Development, Aging and Community Services ("County's Department Head") or his/her designee to enter, execute and administer this Subaward.

NOW therefore, in consideration of the mutual promises, covenants and conditions set forth herein, the parties County and Subrecipient hereto agree as follows:

1.0 APPLICABLE DOCUMENTS

1.1 Exhibits A, D, E, F, G1, H, I, N, O, P, Q, R, S, U, V, W1, W2, W3, X1, X2, X3, Y, AA, BB, CC, and DD 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 shall 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 shall 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: http://wdacs.lacounty.gov/programs/program-directives/.

1.5 Unless expressly stated otherwise, all approvals, consents and determinations made by or on behalf of County, under this Subaward, shall be in writing, and shall 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 shall 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)

1.6.2 Exhibit D (Subrecipient's Equal Employment Opportunity Certification)

1.6.3 Exhibit E (County's Administration)

1.6.4 Exhibit F (Subrecipient's Administration)

1.6.5 Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement)

1.6.6 Exhibit H (Jury Service Ordinance)

1.6.7 Exhibit I (Safely Surrendered Baby Law)

1.6.8 Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA))

1.6.9 Exhibit O (Charitable Contributions Certification)

1.6.10 Exhibit P (Definitions)

1.6.11 Exhibit Q (Accounting, Administration and Reporting Requirements)

1.6.12 Exhibit R (Joint Funding Revenue Disclosure)

1.6.13 Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies)

1.6.14 Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program)

1.6.15 Exhibit V (Contract Management System - Contractor's Gateway Terms and Conditions of Use)

1.6.16 Exhibit W1 (Budget)

1.6.17 Exhibit W2 (Budget)

1.6.18 Exhibit W3 (Budget)

1.6.19 Exhibit X1 (Mandated Program Services)

1.6.20 Exhibit X2 (Mandated Program Services)

1.6.21 Exhibit X3 (Mandated Program Services)

1.6.22 Exhibit Y (List of Lower Tier Subawards)

1.6.23 Exhibit AA (Subrecipient's Compliance with Encryption Requirements)

1.6.24 Exhibit BB (Criteria and Standards for Letters of Credit and Certificates of Deposit)

1.6.25 Exhibit CC (FEMA Provisions)

1.6.26 Exhibit DD (California Civil Rights Laws Certification)

1.7 In addition to the terms and conditions listed herein, Subrecipient shall comply with the State's terms and conditions and shall obtain the most current version of the CDA contract and any amendments thereto which are available online as follows: https://wdacs.lacounty.gov/doing-business-with-wdacs/.

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 shall form a part of this Subaward. Subrecipient shall 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 shall be construed to have the meaning provided, unless otherwise apparent from the context in which they are used, or specifically noted herein.

2.2 In order to comply 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., throughout the entirety of this Subaward, specific terms are used to refer to this agreement which is identified as "Subaward By and Between County of Los Angeles Workforce Development, Aging and Community Services and City of South El Monte for Elderly Nutrition Program (ENP) Services Subaward Number ENP202110 Subaward Period July 1, 2020 - June 30, 2021" ("Subaward"), the party to this agreement who is identified as **City of South El Monte** ("Subrecipient"), a third-party agreement ("Lower Tier Subaward") and a third-party ("Lower Tier Subrecipient"). In order to comply with County of Los Angeles statutes and Board mandates, in some instances, other similar terms are also used to refer to this agreement which is identified as "Subaward By and Between County of Los Angeles Workforce Development, Aging and Community Services and City of South El Monte for Elderly Nutrition Program (ENP) Services Subaward Number ENP202110 Subaward Period July 1, 2020 - June 30, 2021" ("Contract"), the party to this agreement who is identified as **City of South El Monte** ("Contractor"), a third-party agreement ("Subcontract") and/or a third-party ("Subcontractor"). In all cases, when the terms Subaward, Subrecipient, Lower Tier Subaward and Lower Tier Subrecipient are used then these shall 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 shall 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 shall be deemed to be a gratuitous effort on the part of Subrecipient, and Subrecipient shall have no claim whatsoever against County.

3.3 In the performance of this Subaward, Subrecipient shall 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 shall 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), Attachment 1 (Performance Requirements Summary Chart); Budget exhibit(s); and, Mandated Program Services exhibit(s).

3.6 At County's request, Subrecipient shall 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 shall 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), Attachment 1 (Performance Requirements Summary Chart). These Requirements will be used to measure Subrecipient's performance of the Subaward and the Work. Subrecipient shall adhere to the Performance Requirements, Standards and the corresponding Acceptable Quality Level identified in Exhibit A (Statement Work), Attachment 1 (Performance Requirements Summary Chart).

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 shall conform to accepted professional standards.

4.0 TERM OF SUBAWARD

4.1 The term of this Subaward shall be one (1) year commencing on July 1, 2020, upon execution by the parties, and shall continue through June 30, 2021, 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, County shall have the sole option to extend the Contract term for up to three (3) additional one-year periods for a maximum total Contract term of four (4) years. Each such option and extension shall be exercised at the sole discretion of County's Department Head or his/her designee as authorized by the Board of Supervisors.

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 shall 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 shall send written notification to County's Contract Manager at the address herein provided in Exhibit E (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) shall 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 shall reimburse Subrecipient for supplying the Services as set forth in Exhibit A (Statement of Work), 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 shall remedy such discrepancy(ies) at County's sole discretion.

5.1.1.3 Subrecipient shall track Subaward Sums and contributions. Subrecipient shall 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 shall receive funding for providing the Services outlined in this Subaward. The funding allocation for the initial term of this Subaward is **$209,000** ("Subaward Sum Year 1") and the year-to-date funding allocation is **$209,000** ("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: **$209,000** ("Subaward Sum Year 2"); **$209,000** ("Subaward Sum Year 3"); and, **$209,000** ("Subaward Sum Year 4"). If County exercises all

renewal options under this Subaward, the Maximum Subaward Sum is projected to be **$836,000.**

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 statue(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 Title III B (Supportive Services and Senior Centers) original baseline funds available for use for Supervisorial District 1 for contracted ENP Title III B Services identified in the "Fiscal Year 2020-21 Original Baseline Funding Allocation for Elderly Nutrition Program Services" funding allocation letter for the term of July 1, 2020 through June 30, 2021: **$1,000**

5.1.3.3 Older Americans Act Title III C-1 (Nutrition Services) original baseline funds available for use for Supervisorial District 1 for contracted ENP Title III C-1 Services identified in the "Fiscal Year 2020-21 Original Baseline Funding Allocation for Elderly Nutrition Program Services" funding allocation letter for the term of July 1, 2020 through June 30, 2021: **$182,000**

5.1.3.4 Older Americans Act Title III C-2 (Nutrition Services) original baseline funds available for use for Supervisorial District 1 for contracted ENP Title III C-2 Services identified in the "Fiscal Year 2020-21 Original Baseline Funding Allocation for Elderly Nutrition Program Services" funding allocation letter for the term of July 1, 2020 through June 30, 2021: **$26,000**

5.2 **WRITTEN APPROVAL FOR REIMBURSEMENT**

5.2.1 Subrecipient shall 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, shall not occur except with County's express prior written approval.

5.3 NOTIFICATION OF 75% OF SUBAWARD SUM

5.3.1 Subrecipient shall 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 shall send written notification to County's Contract Manager at the address provided in Exhibit E (County's Administration).

5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF SUBAWARD

5.4.1 Subrecipient shall 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 shall immediately notify County's Contract Manager and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration or termination of this Subaward shall not constitute a waiver of County's right to recover such payment from Subrecipient. This provision shall survive the expiration or other termination of this Subaward.

5.5 INVOICES AND PAYMENTS

5.5.1 Subrecipient shall invoice County only for providing the tasks, deliverables, goods, Services, and other work specified in Exhibit A (Statement of Work), Mandated Program Services exhibit(s) and elsewhere hereunder. Subrecipient shall prepare invoices, which shall include the charges owed to Subrecipient by County under the terms of this Subaward. Each invoice shall be based on actual expenditures and Subrecipient shall not submit an invoice based on budgeted or estimated costs (i.e., Subrecipient shall not submit an invoice based on 1/12th of the Subaward Sum allocated for any Fiscal Year under this Subaward). Payments to Subrecipient shall be based on the information provided by Subrecipient as established in Budget exhibit(s) and Mandated Program Services exhibit(s) for the Fiscal Year (or Program Year) identified therein, and Subrecipient shall 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 shall be due to Subrecipient for that Work.

5.5.2 Subrecipient's invoices shall be priced in accordance with the information provided in Budget exhibit(s) and Mandated Program Services exhibit(s) for the Fiscal Year (or Program Year) identified therein.

5.5.3 Subrecipient's invoices shall contain the information set forth in Exhibit A (Statement of Work), Budget exhibit(s) and Mandated Program Services exhibit(s) for the Fiscal Year (or Program Year) identified therein, describing the tasks, deliverables, goods, Services, Work hours, budgeted items and facility and/or other work for which payment is claimed.

5.5.4 **Submission of Invoices**

5.5.4.1 Subrecipient shall 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 shall 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) - Contractor's Gateway or via other ITS identified by County. Subrecipient shall 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 shall submit an invoice for Services provided in October by November 10th for reimbursement). Subrecipient shall 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 shall 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 shall submit an invoice for each month of Service as directed above and invoices shall be submitted in chronological order (e.g., July, August, September, etc.). For example, Subrecipient shall 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 shall prepare an invoice as directed by County so that the invoice reflects zero dollars ($0) expenditures. Subrecipient shall 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 shall 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 shall 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 shall immediately notify County's Compliance Manager in writing of such overpayment. Subrecipient shall 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 shall submit a complete, accurate, verifiable and timely invoice for each month of Service as directed above. Subrecipient shall 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 shall 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 any amendments, addendums or modifications thereto. Such payment shall 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 shall 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 shall 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 shall be made to Subrecipient

using Subrecipient's legal name and tax payer identification number. Subrecipient shall 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 shall constitute a "past due invoice". Notwithstanding any other provision of this Subaward, Subrecipient and County agree that County shall 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 shall 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 shall 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 shall include, but are not limited to, the documents outlined in Subparagraph 9.22 (Subaward Document Deliverables), Subparagraph 9.23 (Fiscal Reporting Requirements) and the following: Exhibit A (Statement of Work), Attachment 8 (Site Summary); Exhibit A (Statement of Work), Attachment 10 (Route Summary); Exhibit D (Subrecipient's Equal Employment Opportunity Certification); Exhibit F (Subrecipient's Administration); Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement); Exhibit O (Charitable Contributions Certification); Exhibit R (Joint Funding Revenue Disclosure); Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program); Budget exhibit(s); Mandated Program Services exhibit(s); Exhibit Y (List of Lower Tier Subawards); Exhibit AA (Subrecipient's Compliance with Encryption Requirements); Exhibit CC (FEMA Provisions) (applicable only when Subaward Sums include FEMA Funds); and, Exhibit DD (California Civil Rights Laws Certification).

5.5.8 **Local Small Business Enterprise (Local SBE) - Prompt Payment Program**

5.5.8.1 It is the intent of County that Certified Local SBEs will receive prompt payment for Services they provide to County. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice that has been properly matched against a receiving or shipping document, service deliverable or payment schedule, or any other validation of receipt document.

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) shall only be based on the occurrence of any of the following and shall 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 Meal 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); 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 shall be provided in writing and shall include a detailed justification for the increase based on meeting one or more of the conditions noted in Subparagraph 5.6.1. Subrecipient shall be able to provide supporting documentation to substantiate any request for a unit rate increase. The written request shall 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 shall 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 shall 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 shall 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 shall comply

with the Administrative Requirements and Cost Principles which are outlined in Exhibit Q (Accounting, Administration and Reporting Requirements), and shall adhere to the strict administrative and fiscal standards described therein. Subrecipient shall 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 http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75 and http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Subrecipient shall 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 shall 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 shall become the sole fiscal responsibility of Subrecipient.

5.7.3.2 Subrecipient shall 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 shall 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 shall also comply with all certification and disclosure requirements of PL 101-121, its amendments, revisions, and implementing regulations, and shall 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 shall 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 its Lower Tier Subrecipient(s) shall 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 shall 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 shall be kept on file at Subrecipient's offices and shall be provided to County upon request. Subrecipient shall 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 shall 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 shall complete Exhibit R (Joint Funding Revenue Disclosure) prior to the commencement of this Subaward (and annually thereafter). Subrecipient shall 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), Catalog of Federal Domestic Assistance (CFDA) Program 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 its Lower Tier Subrecipient(s), if any, are being audited by an independent auditor, Subrecipient shall 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: City of South El Monte

5.10.3 Subrecipient's DUNS Number: 083009647

5.10.4 Federal Award Identification Number (FAIN): 2001CAOASS-00; 2001CAOACM-00; 2001CAOAHD-00

5.10.5 Federal Award Date: July 1, 2020

5.10.6 Subaward Period of Performance Start and End Date: July 1, 2020 - June 30, 2021

5.10.7 Amount of Federal Funds Obligated by this Action: $209,000

5.10.8 Total Amount of Federal Funds Obligated to Subrecipient (Subaward Sum Year 1): $209,000

5.10.9 Total Amount of Federal Award (Maximum Subaward Sum): $209,000

5.10.10 Federal Award Project Description: Federal Title III B (3BSL); Federal Title III C1 (3C1L); NSIP C1 (NC1L); Federal Title III C2 (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 E (County's Administration) for County contact information

5.10.12 CFDA Number and Name: 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); 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 shall 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 shall 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 shall 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 WDACS directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for WDACS Subawards) which is available on-line at https://wdacs.lacounty.gov/doing-business-with-wdacs/program-directives/.

5.12 MATCH CONTRIBUTION

5.12.1 Subrecipient shall provide a required match contribution to offset the total cost of providing Program Services for the Fiscal Year. Subrecipient's match contribution shall 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 shall be reported as match in-kind. However, when using volunteer services to meet the match contribution requirement, this in-kind match shall 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 shall 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 shall 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 shall 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") shall 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 shall supersede this requirement with respect to those payments.

5.13.4 At any time during the duration of the agreement/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, shall 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 provided in Exhibit E (County's Administration). County will notify Subrecipient in writing of any change in the names or addresses shown. 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 his/her designee may include:

6.2.1.1 Coordinating with Subrecipient and ensuring Subrecipient's performance of the Subaward. However, in no event shall Subrecipient's obligation to fully satisfy all of 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 shall Subrecipient's obligation to fully satisfy all of 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 his/her 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 shall 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 his/her 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 shall 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 BUSINESS HOURS

6.5.1 County's business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday (excluding County recognized holidays).

6.5.2 County recognizes specific holidays during which time its offices shall be closed for business. A listing of these holidays are provided in Exhibit A (Statement of Work), Attachment 2 (County Recognized Holidays).

7.0 ADMINISTRATION OF SUBAWARD - SUBRECIPIENT

7.1 SUBRECIPIENT ADMINISTRATION

7.1.1 A listing of all of Subrecipient's administration referenced in the following Subparagraphs is provided in Exhibit F (Subrecipient's Administration). Subrecipient will notify County's Contract Manager in writing of any change in the names or addresses shown. 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 F (Subrecipient's Administration). Subrecipient shall notify County's Contract Manager in writing of any change in the name or address of Subrecipient's Project Manager immediately upon occurrence of the change but no later than five (5) business days after the change is effective.

7.2.2 Subrecipient's Project Manager shall be responsible for Subrecipient's day-to-day activities as related to this Subaward and shall 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).

7.3 APPROVAL OF SUBRECIPIENT'S STAFF

7.3.1 County has the absolute right to approve or disapprove all of Subrecipient's staff performing Work hereunder and any proposed changes in Subrecipient's staff, including, but not limited to, Subrecipient's Project Manager. Subrecipient shall 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 shall provide, at Subrecipient's expense, all staff/employees providing Services under this Subaward with a photo identification badge ("badge"). The badge shall be developed in accordance with County's specifications. Subrecipient shall 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, shall 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 his/her person and Subrecipient's staff must immediately comply with such request.

7.4.3 Subrecipient shall notify County's Contract Manager within five (5) days when staff is terminated from working under this Subaward. Subrecipient shall retrieve and immediately destroy the employee's badge upon the employee's termination of employment with Subrecipient.

7.4.4 If County requests the removal of Subrecipient's staff, Subrecipient shall retrieve and immediately destroy an employee's badge at the time the employee 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, shall 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 shall 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 shall not be limited to, criminal conviction information. The fees associated with the background investigation shall 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 shall 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 shall 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 shall 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 shall maintain records of criminal convictions and/or pending criminal trials in the file of each such person.

7.5.6 Subrecipient shall 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 shall 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 shall not relieve Subrecipient of its obligation to complete all Work in accordance with the terms and conditions of this Subaward.

7.6 CONFIDENTIALITY

7.6.1 Subrecipient shall 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 shall 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 7.6, Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement) and Exhibit N (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 shall be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County. Notwithstanding the preceding sentence, County shall 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 shall 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 shall 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 shall inform all of its officers, employees, agents and Lower Tier Subrecipients providing Services hereunder of the confidentiality provisions of this Subaward.

7.6.4 Subrecipient shall sign and also adhere to the provisions of Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement).

7.6.5 **Unauthorized Disclosure**

7.6.5.1 Subrecipient and its Lower Tier Subrecipient shall ensure that all confidential, sensitive and/or personal, identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations, or policies.

7.6.5.2 Subrecipient and its Lower Tier Subrecipient shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information 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 its Lower Tier Subrecipient shall not use confidential, sensitive and/or personal identifying information for any purpose other than carrying out Subrecipient's obligations under this Subaward. Personal Identifying information shall 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 finger print, voice print or a photograph.

7.6.5.4 Subrecipient and its Lower Tier Subrecipient shall 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 shall 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 its Lower Tier Subrecipient may allow Client to authorize the release of information to specific entities, but shall not request or encourage Client to give a blanket authorization or sign a blank release, nor shall 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 shall be prepared by County and executed by Authorized Representative and by County's Department Head or his/her designee.

8.1.2 County's Board of Supervisors, 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 of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to this Subaward shall be prepared by County and executed by Authorized Representative and by County's Department Head or his/her designee.

8.1.3 County's Department Head or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Subaward). Subrecipient agrees that such extensions of time shall 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 shall be prepared by County and executed by Authorized Representative and by County's Department Head or his/her designee.

8.1.4 The following events shall 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 shall 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 shall all have the same effect as an Amendment. Such Change Notice shall 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 shall be provided to Subrecipient at least ten (10) days prior to its effective date and

Subrecipient shall 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") shall 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 shall not assign its rights, delegate its duties under this Subaward (that is, "Contract"), or both, whether in whole or in part, without the prior written consent of County, in its sole discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph 8.2, County consent shall require a written Amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

8.2.3 Shareholders, partners, members, or other equity holders of Contractor may sell, transfer, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.4 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, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County shall 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). In the event that Authorized Representative is not available during these specified days and times, he/she shall ensure that an appropriate designee is identified in writing to County's Contract Manager. Such designee shall 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 shall further ensure that he/she can be contacted by his/her designee when Authorized Representative is not available during the days and times specified in Exhibit A (Statement of Work).

8.3.3 **Board of Directors' Resolution**

8.3.3.1 Subrecipient shall 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 shall 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 shall 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 shall 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 shall 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 shall be specified in Exhibit F (Subrecipient's Administration)); and, approve and accept Subaward Sums. In the event that there is a change in Authorized Representative, Subrecipient shall 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 of Supervisors 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 shall also be reduced correspondingly. County's notice to Subrecipient regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Subrecipient shall continue to provide all of the Services set forth in this Subaward.

8.5 COMPLAINTS

8.5.1 Subrecipient shall develop, maintain and utilize procedures for receiving, investigating and responding to complaints. Within fifteen (15) business days after the Subaward effective date, Subrecipient shall provide County's Program Manager with Subrecipient's policy for receiving, investigating and responding to Client complaints.

8.5.2 County will review Subrecipient's policy and provide Subrecipient with approval of said plan or with requested changes.

8.5.3 If County requests changes in Subrecipient's policy, Subrecipient shall make such changes and resubmit the plan within five (5) business days for County approval.

8.5.4 If, at any time, Subrecipient wishes to change Subrecipient's policy, Subrecipient shall submit proposed changes to County's Program Manager for approval before implementation.

8.5.5 Subrecipient shall 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 shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to County's Program Manager within five (5) business days of mailing to the complainant.

8.5.8 Subrecipient shall provide Client an opportunity to anonymously submit a grievance directly to County's Compliance Manager. Subrecipient shall 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 shall 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 shall be final and irrevocable.

8.5.10 At a minimum, Subrecipient shall 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 shall comply with all applicable Federal, State, County and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures. Subrecipient shall 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 shall 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 shall be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County. Notwithstanding the preceding sentence, County shall 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 shall 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 shall 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 shall 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 shall comply with all Federal and State payroll tax rules and employer tax guides; Subrecipient shall pay all Federal and State payroll taxes; and, Subrecipient shall 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 shall 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 (as amended) [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 shall, 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. Subrecipient shall comply with Exhibit D (Subrecipient's Equal Employment Opportunity Certification). Prior to the commencement of this Subaward, Subrecipient shall submit the completed Exhibit D to County's Contract Manager in the time and manner as designated by County.

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 shall 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 shall ensure compliance with the requirements of California Public Contract Code Section 2010 by submitting a completed Exhibit DD (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 Los Angeles County Code Sections 2.203.010 through 2.203.090, a copy of which is attached as Exhibit H (Jury Service Ordinance) and incorporated by reference into and made a part of this Contract.

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 (Los Angeles County Code Section 2.203.020) or that Contractor qualifies for an exception to the Jury Service Program (Los Angeles County Code Section 2.203.070), Contractor shall have and adhere to a written policy that provides that its employees shall 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 deduct from the employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this Subparagraph 8.8, "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 shall also be subject to the provisions of this Subparagraph 8.8. The provisions of this Subparagraph 8.8, shall be inserted into any such Lower Tier Subaward (that is, "Subcontract") agreement and a copy of the Jury Service Program shall 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 shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall 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 shall 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 8.8 of this Contract 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, shall 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 shall 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 shall 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 shall immediately make full written disclosure of such facts to County's Compliance Manager. Full written disclosure shall 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 8.9 shall be a material breach of this Subaward.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON 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 shall 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 AND GROW 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 shall give consideration for any such employment openings to participants in County of Los Angeles Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. Contractor shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall 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 **Los Angeles County Code Chapter 2.202**

8.12.2.1 Subrecipient (that is, "Contractor") is hereby notified that, in accordance with Los Angeles County Code Chapter 2.202, 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 of Supervisors 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 shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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 shall be presented to the Board of Supervisors. The Board of Supervisors shall 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 shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall 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 shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall 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 shall 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 shall 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 shall 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 THE 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 "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at Contractor's place of business. Contractor will also encourage its 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 www.babysafela.org.

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 of Los Angeles and its taxpayers.

8.14.2 As required by County's Child Support Compliance Program (Los Angeles 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 shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Social Security Act (Title 42 United States Code Section 653(a)) and California Unemployment Insurance Code Section 1088.5, and shall 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 the California Code of Civil Procedure Section 706.031 and the California 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 of Supervisors 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 shall 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 shall 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 shall 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 of its employees performing Work under this Subaward meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Subrecipient shall 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 (Public Law 99-603) as they currently exist and as they may be hereafter amended. Subrecipient shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 Subrecipient shall 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 FACSIMILE REPRESENTATIONS

8.18.1 County and Subrecipient hereby agree to regard facsimile representations of original signatures (including but not limited to electronic and/or digital 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 electronic communications media, as legally sufficient evidence that such original signatures have been affixed to these documents, such that the parties need not follow up facsimile or other electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmissions of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

8.19.1 Subrecipient shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall 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 shall 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 shall 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 shall 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 shall 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 shall be exclusively in County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Subaward is by and between County and Subrecipient and is not intended, and shall 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 shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 Subrecipient shall 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 shall 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 shall 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 shall adhere to the provisions stated in Subparagraph 7.6 (Confidentiality).

8.23 INDEMNIFICATION

8.23.1 Subrecipient shall 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 shall 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, shall 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 shall 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 shall 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 shall match the name of Subrecipient identified as the contracting party in this Subaward. Certificates shall 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), shall be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Workforce Development, Aging and Community Services
Contracts Management Division
Attention: County's Contract Manager
3175 West Sixth Street
Los Angeles, CA 90020

8.24.2.6 Subrecipient also shall 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 shall promptly notify County's Program Manager of any third-party claim or suit filed against Subrecipient or any of its 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 County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall 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 shall 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 shall 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 Change(s) in Insurance**

8.24.4.1 Subrecipient shall provide County with, or Subrecipient's insurance policies shall contain a provision that County shall 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 shall 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 shall 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 shall 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 Shall Be Primary**

8.24.7.1 Subrecipient's insurance policies, with respect to any claims related to this Subaward, shall be primary with respect to all other sources of coverage available to Subrecipient. Any County maintained insurance or self-insurance coverage shall 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 shall 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 shall include all Lower Tier Subrecipients as insureds under Subrecipient's own policies, or shall provide County with each Lower Tier Subrecipient's separate evidence of insurance coverage. Subrecipient shall be responsible for verifying that each Lower Tier Subrecipient complies with the Required Insurance provisions herein, and shall require that each Lower Tier Subrecipient name County and Subrecipient as additional insureds on the Lower Tier Subrecipient's General Liability policy. Subrecipient shall 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 shall 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 shall 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 shall precede the effective date of this Subaward. Subrecipient understands and agrees it shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

8.25.4 **Intentionally Omitted**

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 shall 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 shall be named as an Additional Insured and Loss Payee on Subrecipient's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.25.7 **Sexual Misconduct Liability**

8.25.7.1 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.

8.25.8 **Privacy and Network Security Coverage**

8.25.8.1 Insurance coverage providing protection against liability for privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs); system(s) breaches; denial or loss of Service; introduction, implantation or spread of malicious software code; and, unauthorized access to or use of computer systems with limits of not less than one point five million dollars ($1,500,000). No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.25.9 **Intentionally Omitted**

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of County's Department Head, or his/her designee, Subrecipient is deemed to be non-compliant with the terms and obligations assumed hereby, County's Department Head, or his/her designee, at his/her 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 Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If County's Department Head or his/her designee determines that there are deficiencies in the performance of this Subaward that County's Department Head or his/her designee deems are correctable by Subrecipient over a certain time span, County's Department Head or his/her 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 Head or his/her 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

shall be one hundred dollars ($100) or as specified in Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart). Subrecipient shall be liable to County for liquidated damages in said amount and this amount shall 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 shall 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 8.26 shall 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), Attachment G (Performance Requirements Summary Chart) or Subparagraph 8.26.3, and shall 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), Attachment G (Performance Requirements Summary Chart) 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 shall 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 shall 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 shall certify to, and comply with, the provisions of Exhibit D (Subrecipient's Equal Employment Opportunity Certification).

8.28.3 Contractor shall 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 shall 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 its 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 shall comply with all applicable Federal and State laws and regulations to the end that no person shall, 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 shall 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 shall 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 shall 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 shall, 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 shall be construed as creating any exclusive arrangement with Subrecipient. This Subaward shall 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 shall, 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 shall 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 Department Head or his/her designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

8.32.1 Subrecipient shall notify its employees, and shall 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 shall be provided in accordance with the requirements set forth in Internal Revenue Service (IRS) Notice 1015. Subrecipient shall obtain the most current version of IRS Notice 1015 on-line at the IRS website: www.irs.gov.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

8.33.1 Subrecipient (that is, "Contractor") shall notify and provide to its employees, and shall 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 I (Safely Surrendered Baby Law) of this Subaward (that is, "Contract"). Additional information is available at www.babysafela.org.

8.34 NOTICES

8.34.1 All notices or demands required or permitted to be given or made under this Subaward shall be in writing and shall 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 E (County's Administration) and Exhibit F (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 his/her designee shall 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 shall 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 shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (California Public Records Act) and which are marked "trade secret", "confidential" or "proprietary". County shall 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 shall 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 shall not inhibit Subrecipient from publishing its role under this Subaward within the following conditions:

8.37.1.1 Subrecipient shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Subaward, Subrecipient shall not, and shall 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. County shall not unreasonably withhold written consent.

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 shall apply.

8.37.3 Subrecipient shall not use or display the official seal of County of Los Angeles or the logo of Workforce Development, Aging and Community Services 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 Los Angeles County Board of Supervisors.

8.38 RECORD RETENTION, INSPECTION AND AUDIT SETTLEMENT

8.38.1 Record Retention Requirements

8.38.1.1 Subrecipient shall 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 shall 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 shall 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 shall 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 shall adhere to the requirements of the authorized retention period, which shall 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 shall be communicated to Subrecipient in writing).

8.38.1.3 All such material shall 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 shall 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 shall dispose of, shred or destroy all confidential records in a manner that will maintain confidentiality. Subrecipient shall obtain a certificate of destruction to substantiate that all confidential records have been securely destroyed. Subrecipient shall notify County's Contract Manager in writing within thirty (30) days after such records are destroyed. The certificate of destruction shall

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), shall 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 shall not be limited to the authorized retention period but shall last as long as the records are retained.

8.38.2.2 If this Subaward (or any part thereof) is terminated, Subrecipient shall preserve and make all records, relating to the Work terminated, available during the authorized retention period of this Subaward. Subrecipient shall 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 shall maintain all records relative to such action and shall 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 shall provide the Services herein under the general supervision of County's Department Head and his/her authorized administrators who are designated in Paragraph 6.0 (Administration of Subaward-County). County shall 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 shall 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 shall 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) shall not unreasonably interfere with Subrecipient's performance. The requirements of this Subparagraph 8.38 shall also apply to Lower Tier Subrecipients providing Services on behalf of Subrecipient.

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 shall 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 shall be responsible for monitoring the activities of its Lower Tier Subrecipient(s) providing Services under this Subaward. Subrecipient shall conduct on-site fiscal and program monitoring reviews which shall be documented and maintained on file according to the record retention requirements provided in this Subparagraph 8.38.

Subrecipient shall 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, shall 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 shall ensure that such audit shall 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 shall submit an audit engagement letter as confirmation of the audit to be conducted by the independent auditor and such letter shall 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 shall 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 shall 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 shall 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 shall comply with the review and audit requirements which shall 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 shall 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 shall 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 shall 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 shall be paid to Subrecipient by County by cash payment, provided that in no event shall 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 shall 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 of Supervisors' 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 shall 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 shall be deemed a material breach of this Subaward. Subrecipient shall provide a draft copy of the proposed Lower Tier Subaward to County's Contract Manager, and shall allow County up to sixty (60) days to complete its review process. As such, Subrecipient shall 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 shall 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 shall complete Exhibit Y (List of Lower Tier Subawards) and at County's request shall promptly provide the following information either on or along with Exhibit Y (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 shall 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 shall 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 shall 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 its 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 shall 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 shall 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 shall 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 shall also indicate the Lower Tier Subaward number for each Lower Tier Subrecipient. Before any Lower Tier Subrecipient employee performs any Work hereunder, Subrecipient shall 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 shall outline the reason(s) for the amendment and Subrecipient shall 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 shall provide a draft copy of the proposed amendment to County's Contract Manager, and shall allow County up to thirty (30) days to complete its review process. After County's approval of Subrecipient's amendment, Subrecipient shall forward a copy of the fully executed amendment to County's Contract Manager within five (5) days of its execution.

8.40.10 Subrecipient shall 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 shall be made applicable to such Lower Tier Subaward. To this end, Subrecipient shall 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 ENP202110) with County of Los Angeles Workforce Development, Aging and Community Services and shall be subject to all of the provisions of such prime Subaward. All representations and warranties under this Lower Tier Subaward shall 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 shall 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 shall 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 shall ensure that its Lower Tier Subrecipient(s) complies with the requirements of California Public Contract Code Section 2010 by submitting a completed Exhibit DD (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), shall 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 shall be grounds upon which County may terminate this Contract pursuant to Subparagraph 8.43 (Termination for Default) and pursue debarment of Contractor, pursuant to Los Angeles 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 shall 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 shall be no less than thirty (30)

calendar days after the notice is sent.

8.42.2 Upon receipt of a notice of termination and except as otherwise directed by County, Subrecipient shall immediately:

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 shall 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 shall 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 shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and Services. Subrecipient shall 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 shall 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 shall 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 shall 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, shall 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 shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.44.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County of Los Angeles Department of Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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 shall 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 shall 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 shall 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 shall 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 shall 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 of Supervisors 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 shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated. County shall 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 shall not be affected thereby.

8.49 WAIVER

8.49.1 No waiver by County of any breach of any provision of this Subaward shall 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 shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.49, shall 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 shall 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 shall complete Exhibit U (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.

8.52 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), shall 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 shall be grounds upon which County may terminate this Subaward and/or pursue debarment of Subrecipient, pursuant to Los Angeles County

Code Chapter 2.206.

8.53 TIME OFF FOR VOTING

8.53.1 Subrecipient shall notify and provide its employees, and shall require each Lower Tier Subrecipient to notify and provide its employees, information regarding the time off for voting law pursuant to California Elections Code (EC) Section 14000. Not less than ten (10) days before every statewide election, Subrecipient and its Lower Tier Subrecipient(s) shall 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 EC 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 shall 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 shall 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") shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. 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 its 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 shall result in the disqualification of Proposer/Contractor from participation in County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Subaward (that is, "Agreement").

9.0 UNIQUE 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 shall 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 shall comply with the Child Abuse and Neglect Reporting Act (California Penal Code (PC) Section 11164 et seq.), and shall 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 shall 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 shall submit all required information to the appropriate authorities in accordance with PC Sections 11166 and 11167.

9.1.3 **Elder and Dependent Adult Abuse Reporting**

9.1.3.1 Subrecipient's staff working on this Subaward shall comply with the Elder Abuse and Dependent Adult Civil Protection Act (California Welfare and Institutions Code (WIC) Section 15600 et seq.), and shall 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 shall report the abuse and shall 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 shall 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 shall 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 shall 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 O (Charitable Contributions 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 (Los Angeles County Code Chapter 2.202). Prior to the commencement of this Contract, Contractor shall submit the completed Exhibit O (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 N (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 N (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 shall 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 shall 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 shall 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 shall 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 shall 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, shall 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 shall 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 shall not materially change Subrecipient's obligation to provide the Services outlined in Exhibit A (Statement of Work)).

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 shall adhere to it in its entirety.

9.9.1.2 Any Modification, as described below, shall 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 shall 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 shall 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 shall 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 shall not change the Subaward Sum allocated for any Fiscal Year or Program Year under this Subaward. Subrecipient shall 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 shall 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)) to another is classified as a Program Modification. Subrecipient shall 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 shall 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 shall 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 shall 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, shall 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 shall maintain and provide security for all of Subrecipient's working papers prepared under this Subaward. County shall 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 shall 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 shall have all ownership rights of software or modification thereof and associated documentation designed, developed or installed using Federal financial participation. The Federal government shall 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, shall not be subject to the ownership provisions of this Subparagraph 9.11.

9.11.7 All the rights and obligations of this Subparagraph 9.11 shall survive the expiration or termination of this Subaward.

9.12 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

9.12.1 Subrecipient shall 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 shall inform Subrecipient as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall 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, shall 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 shall 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 shall 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 shall 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 shall monitor Subrecipient's adherence to such remedy(ies) during the probation.

9.13.2.2 When County places Subrecipient on probation, County shall provide Subrecipient a written notice indicating the reasons for the probation (which shall include a description of the areas of Subrecipient's non-compliance), the date upon which this probation shall become effective, the date upon which Subrecipient shall 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 shall 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 its 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 shall monitor Subrecipient's adherence to such remedy(ies) during the suspension.

9.13.3.2 When County suspends Subrecipient, County shall provide Subrecipient a written notice indicating the type of suspension, the reasons for such suspension (which shall include a description of the areas of Subrecipient's non-compliance), the date upon which this suspension shall become effective, the date upon which Subrecipient shall 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 shall 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 shall:

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 shall 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 shall 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, shall remain valid during any period of suspension.

9.13.4 In response to the notice of probation or suspension, Subrecipient shall 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 shall address all of the deficiencies noted by County.

9.13.5 County shall 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 shall 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 shall 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 shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Subaward.

9.14.1.2 Subrecipient shall 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 shall 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 shall provide a Transition Plan to County. Subrecipient shall submit said Transition Plan to County's Contract Manager within the timeframe designated by County in the notice of termination or Subrecipient shall 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 shall 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 shall adhere to the Transition Plan which, at a minimum, shall 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 effect a safe transition of Clients to other community service providers.

9.14.4 **Implementation of the Transition Plan**

9.14.4.1 Subrecipient shall implement the Transition Plan that is approved by County. Subrecipient's failure to provide and/or implement the Transition Plan as prescribed herein shall 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 shall 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 shall 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 shall ensure that no more than two (2) of its staff incur any out-of-town travel expenses at any time.

9.15.4 Subrecipient shall 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 shall determine to be appropriate.

9.16 DRUG-FREE WORKPLACE

9.16.1 Subrecipient and its Lower Tier Subrecipient(s) shall 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 its Lower Tier Subrecipient(s) shall 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 its Lower Tier Subrecipient(s) shall provide and maintain a drug-free workplace for all of their employees, and shall have a documented anti-drug policy and a drug-free awareness program. Violation of or non-compliance with these

requirements by Subrecipient, its Lower Tier Subrecipient or both shall subject Subrecipient to remedies available under the terms of this Subaward. Such remedies shall include suspending Subrecipient's payments, placing Subrecipient on probation or suspension, terminating this Subaward or other available remedies which shall be determined by County at County's sole discretion.

9.16.2 Subrecipient shall 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 its Lower Tier Subrecipient(s) operate a drug-free workplace.

9.16.4 Subrecipient shall require its employees to report in writing any conviction for a violation of a criminal drug statute occurring in the workplace. Subrecipient shall 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 shall use any Information Technology Systems (ITS) as designated by County. This Subparagraph 9.17 sets forth the requirements for the ITS which Subrecipient shall use. This Subparagraph 9.17 also sets forth the security procedures for these systems which Subrecipient shall have in place by the effective date of this Subaward and which Subrecipient shall maintain throughout the Subaward term. They present a minimum standard only. Subrecipient shall 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 as defined in Subparagraph 9.17.5 (County Information Assets) (which consists of but is not limited to confidential County data, Personally Identifiable Information, Protected Health Information and Medical Information) against internal and external threats, vulnerabilities and risks. Subrecipient shall 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 - Contract Management System-Contractor's Gateway**

9.17.3.1 County has implemented use of the Contract Management System Contractor's Gateway ("Contractor's Gateway"), an automated system designed to electronically manage this Subaward. Subrecipient shall use the System to perform its administrative contracting functions as directed by County.

9.17.3.2 County has established policies concerning the access, use and maintenance of the Contractor's Gateway. Subrecipient shall adhere to these policies, which are identified in Exhibit V (Contract Management System - Contractor's Gateway Terms and Conditions of Use), instruction guides/tutorials provided by County, training sessions conducted by County, etc. Subrecipient's non-compliance with these policies may subject Subrecipient to denial of access to the Contractor's Gateway, suspension of payment(s), termination of this Subaward, and/or other remedies/actions which County may take at its sole discretion under the terms of this Subaward and/or applicable law or regulation.

9.17.4 **Information Technology Systems - Management Information System**

9.17.4.1 **Data Entry**

9.17.4.1.1 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 shall 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.

9.17.4.1.2 Subrecipient shall ensure the accuracy and authenticity of the number of eligible Client Services provided each day. Subrecipient shall track, document and report the actual date when Services are rendered. Subrecipient shall 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 shall ensure that Service recording is accurate each day (i.e., to ensure accurate reporting,

Subrecipient shall enter Program, Service delivery, and Client data into MIS on the day when the Service(s) is provided to Client). Subrecipient shall 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.

9.17.4.2 **Data Records**

9.17.4.2.1 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.

9.17.4.2.2 Subrecipient shall maintain all records and reports, consistent with Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), and shall 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).

9.17.4.2.3 All information, records, data elements and print-outs 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.

9.17.4.3 **MIS Personnel**

9.17.4.3.1 Subrecipient shall assign an employee to have the primary responsibility for data entry into the MIS. This employee shall be the primary contact person for data issues and problems. This employee shall also be assigned a password to log-in and

enter Program, Service delivery and Client data. Subrecipient shall 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 shall ensure that its users do not share their user identification and password information.

9.17.4.3.2 Subrecipient shall provide the names of Subrecipient's primary and secondary MIS employees using Exhibit F (Subrecipient's Administration). Subrecipient shall submit the completed Exhibit F (Subrecipient's Administration) in the time and manner as directed by County. In the event of any changes to the information provided in Exhibit F (Subrecipient's Administration), Subrecipient shall update Exhibit F (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 shall be allowed to access the MIS system.

9.17.4.3.3 Subrecipient shall 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.

9.17.5 **County Information Assets**

9.17.5.1 County Information Assets are public, confidential, sensitive and/or personal identifying data, records, materials, etc. and include (but are not limited to):

9.17.5.1.1 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.

9.17.5.1.2 Information that is collected, transmitted and/or accessed in the administration of the Program and in the provision of Services.

9.17.5.1.3 Personal Information as defined in California Civil Code Section 1798.29(g).

9.17.5.1.4 Protected Health Information as defined in Health Insurance Portability and Accountability Act of 1996.

9.17.5.1.5 Medical Information as defined in California Civil Code Section 56.05(j).

9.17.6 **Physical and Environmental Security**

9.17.6.1 Subrecipient shall take reasonable measures to ensure the physical security of its operating location(s) that handles County Information Assets. Work areas containing computers or source documents should be secured from public access unless Subrecipient's representative is present. When unoccupied during non-operating hours, Subrecipient's facility(ies) shall be locked.

9.17.7 **Data Destruction**

9.17.7.1 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 shall have sole authority to determine when Subrecipient shall destroy any such County Information Assets as described herein. Subrecipient shall 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.

9.17.7.2 Subrecipient shall destroy such County Information Assets by:

9.17.7.2.1 Shredding or otherwise destroying paper, film, disk drives or other hard copy media so that the Personally Identifiable Information, Protected Health Information and Medical Information cannot be read or otherwise reconstructed.

9.17.7.2.2 Clearing, purging or destroying electronic media containing Personally Identifiable Information, Protected Health Information and Medical Information 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/PubsDrafts.html#SP-800-88-Rev. %201 and United States Department of Defense 5220.22-M data sanitization and clearing directive such that the Personally Identifiable Information, Protected Health Information and Medical Information cannot be retrieved.

9.17.7.3 Subrecipient shall have the sole responsibility to certify that the County Information Assets have been appropriately destroyed consistent with the requirements outlined herein.

9.17.7.4 Subrecipient shall 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 shall submit such certification to County's Contract Manager no later than ten (10) days after the occurrence of this event.

9.17.7.5 Lower Tier Subrecipient shall 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 shall 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.

9.17.8 **Encryption on Workstations and Portable Computing Devices**

9.17.8.1 Subrecipient and its Lower Tier Subrecipient shall use software and/or hardware encryption methods for confidential County Information Assets stored on all electronic media in accordance with the following standards:

9.17.8.1.1 Federal Information Processing Standard Publication ("FIPS") 140-2.

9.17.8.1.2 NIST SP 800-57 (Recommendation for Key Management - Part 1: General (Revision 3).

9.17.8.1.3 NIST SP 800-57 (Recommendation for Key Management - Part 2: Best Practices for Key Management Organization).

9.17.8.1.4 NIST SP 800-111 (Guide to Storage Encryption Technologies for End User Devices).

9.17.8.1.5 At a minimum, Subrecipient shall use Advanced Encryption Standard ("AES") with cipher strength of 256-bit

9.17.8.1.6 Prior to use of remote servers (e.g., cloud storage, Software-as-a-Service (SaaS), etc.) for storage of County Information Assets, Subrecipient shall obtain written approval from County's Contract Manager.

9.17.8.2 Subrecipient and its Lower Tier Subrecipient shall use software and/or hardware encryption methods for transmitted (i.e., through network transmission) confidential County Information Assets in accordance with the following standards:

9.17.8.2.1 NIST SP 800-52 (Guidelines for the Selection and Use of Transport Layer Security Implementations).

9.17.8.2.2 NIST SP 800-57 (Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance).

9.17.8.3 Subrecipient and its Lower Tier Subrecipient shall have operational policies, procedures and practices which protect County Information Assets including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA) as specified herein and 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 of Supervisors Policy Number 5.200 (Contractor Protection of Electronic County Information).

9.17.8.4 Subrecipient and its Lower Tier Subrecipient shall encrypt confidential, sensitive and/or personal County Information Assets 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)).

9.17.8.5 **Removable Media**

9.17.8.5.1 Except in the context of Subrecipient's routine back-ups or as otherwise specifically authorized by County in writing, Subrecipient shall institute strict administrative, physical and logical security controls to prevent transfer of County information to any form of removable media. For purposes of this Subaward, removable media means portable or removable hard disks, floppy disks, universal serial bus (USB) memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., secure digital (SD), memory sticks (MS), compact flash (CF), smart media (SM), multimedia card (MMC), and xD-picture card (xD)), magnetic tape and all other removable data storage media.

9.17.8.6 In the event that Subrecipient will have County Information Assets on or accessed by mobile devices, Subrecipient shall have in place, a mobile computing policy, reviewable and audited by County. This policy must address device recovery and data eradication methods, the mobile device management capabilities in place, the use of personal devices versus Subrecipient-supplied devices and all applications that may have access to or render County Information Assets.

9.17.8.7 **Data Control and Media Servicing**

9.17.8.7.1 Subrecipient shall adhere to the requirements for back-up data stored by Subrecipient at off-site facilities as provided in this Subparagraph 9.17.8.7.

9.17.8.7.2 County Information Assets shall only be made available and accessible to those parties explicitly authorized under this Subaward or otherwise expressly approved by County in writing.

9.17.8.7.3 If transferred across the Internet, any wireless network (e.g., cellular, Bluetooth, 802.11x, or similar technology), or other public or shared networks, County Information Assets must be protected using industry standard encryption technology in accordance with the NIST SP 800-52 (Guidelines for the Selection and use of Transport Layer Security Implementations).

9.17.8.7.4 If transferred using removable media (as defined above), County Information Assets must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 (Guide to Storage Encryption Technologies for End User Devices).

9.17.8.7.5 In the event any hardware, storage media or removable media must be sent off-site for servicing, Subrecipient shall ensure that all confidential County Information Assets, including Personally Identifiable Information, Protected Health Information and Medical Information, have been cleared, purged and/or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88 (Guidelines for Media Sanitization).

9.17.8.8 Subrecipient shall 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 AA (Subrecipient's Compliance with Encryption Requirements) in the form and manner as determined by County. Subrecipient shall 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 shall maintain any validation/attestation reports that the data encryption product generates and such reports shall 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.

9.17.9 **Software Maintenance and Operational Management**

9.17.9.1 Subrecipient shall deploy up-to-date anti-virus software with current definitions on all computer systems on which County Information Assets are stored and/or transmitted.

9.17.9.2 Subrecipient and its Lower Tier Subrecipient shall 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.

9.17.9.3 Subrecipient shall 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.

9.17.9.4 Subrecipient shall ensure that its operating procedures are adequately documented and designed to protect information, computer media and data from theft and unauthorized access.

9.17.10 **Access Control**

9.17.10.1 Subrecipient shall implement formal procedures to control access to its systems, services and data, including, but not limited to, user account management procedures and other controls as outlined in this Subparagraph 9.17. Subrecipient shall ensure that network access to both internal and external networked services shall be controlled through the use of properly configured firewalls, etc. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization and event logging. Applications will include access control to limit user access to information and application system functions. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Subrecipient shall record, review and act upon all events in accordance with incident response policies set forth herein.

9.17.10.2 Subrecipient shall develop, implement and enforce/maintain a password policy which requires users who are authorized to access confidential County Information Assets on electronic media to: create a strong complex password containing at least eight (8) characters, which shall include upper and lower case letters, digits and symbols; and, change his/her password at a minimum every ninety (90) days, etc.

9.17.10.3 Subrecipient shall develop, implement and

enforce/maintain a password policy which provides for the following system requirements: when user changes his/her password, the system shall restrict user from re-using any of the last six (6) passwords; the system will lock itself after a minimum of three (3) to a maximum of five (5) failed logon attempts made by user within a thirty (30) minute time frame; and, the system will either lock itself or log off user after thirty (30) minutes of inactivity.

9.17.11 **Personnel and Subrecipient Protections**

9.17.11.1 Subrecipient shall screen and conduct background checks on all Subrecipient personnel exposed to confidential County Information Assets. Subrecipient shall require its employees and Lower Tier Subrecipient(s) to sign an appropriate written confidentiality/non-disclosure agreement. All Lower Tier Subawards requiring access to Subrecipient's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls and procedures for information systems. Subrecipient shall supply each of its employees with appropriate, ongoing training regarding information security procedures, risks, vulnerabilities and threats. Subrecipient shall have an established set of procedures to ensure Subrecipient employees promptly report actual and/or suspected breaches of security.

9.17.12 **County's Security Audit**

9.17.12.1 At County's sole discretion, County or its designee may annually, or more frequently, conduct a security audit to determine Subrecipient's adherence to the requirements outlined in this Subparagraph 9.17.

9.17.12.2 County's security audit may include, but is not limited to, a review of the following elements, which shall be provided by Subrecipient upon County's request: a report on Subrecipient's encryption of all electronic media; Subrecipient's report verifying County's written authorization for data destruction along with documented certification of such destruction; and, Subrecipient's written assurance indicating that Subrecipient enforces security measures to control physical access (i.e., access to premises) and electronic access (i.e., access to electronic media) to County Information Assets.

9.17.13 **Security Incident Reporting**

9.17.13.1 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 its Lower Tier Subrecipient must comply with California Department of Aging's security incident reporting procedure which is available online at http://aging.ca.gov/Programsproviders/Information_Security_and_Privacy.

9.17.13.2 **Notification of Security Breach to County**

9.17.13.2.1 Subrecipient must immediately report all security incidents to County's Program Manager but in no event shall the report be made more than two (2) business days after its detection. Subrecipient shall initiate the contact by telephone and followed by written letter of any potential or actual security attacks or security incidents.

9.17.13.2.2 Subrecipient's notification of the security incident shall 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.

9.17.13.3 **Notification of Security Breach to Clients**

9.17.13.3.1 Subrecipient and its Lower Tier Subrecipient shall give written notice to any Client or data subject whose confidential, sensitive and/or personal identifying information may have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

9.17.14 **Electronic Backups**

9.17.14.1 Subrecipient and its Lower Tier Subrecipient shall 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 its Lower Tier Subrecipient shall ensure that all data, files and backup files are encrypted.

9.17.15 **Cloud Storage**

9.17.15.1 Subrecipient and its Lower Tier Subrecipient(s) may not utilize cloud storage of County Information Assets without the prior express written authorization of County, after a review of the cloud service by County or its designee(s).

9.17.16 **Hardware Return**

9.17.16.1 Upon termination or expiration of this Subaward or at any time upon County's request, Subrecipient will

return all hardware provided by County or purchased by Subrecipient using Subaward Sums. Subrecipient shall not alter or modify such hardware. Subrecipient shall physically seal the hardware and return it to County via a bonded courier or as otherwise directed by County in accordance with Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies).

9.17.16.2 In the event that the hardware contains confidential County Information Assets and is owned by Subrecipient or its Lower Tier Subrecipient, Subrecipient shall send a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction and the company or individual who performed the destruction to County's Program Manager within fifteen (15) days of termination or expiration of this Subaward or at any time upon County's request. Subrecipient's destruction or erasure of Personal Information, Protected Health Information and Medical Information shall be in compliance with industry best practices as outlined in NIST SP 800-88 (Guidelines for Media Sanitization).

9.17.17 Subrecipient shall ensure that its Lower Tier Subrecipient(s) adheres to all of the provisions included in this Subparagraph 9.17.

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 shall 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 shall 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 shall meet its obligations to faithfully pay its 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 its 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 shall 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 shall 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 shall 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 shall 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 BB (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 shall list/identify County of Los Angeles as an authorized party that can withdraw on the account. Refer to Exhibit BB (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 shall obtain and maintain a Guaranty(ies), County shall inform Subrecipient of

this requirement and shall 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 shall be initiated through a budget modification. This budget modification shall 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 shall 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 shall 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 shall 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 shall submit evidence/documentation (Subaward Document Deliverables) of its compliance with this requirement in the form and manner that is prescribed by County. Subrecipient shall 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 shall 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 shall adhere to County's request for such documents.

9.20.2 Subrecipient shall 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 shall 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 shall 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 shall ensure that the license is current throughout the entire term of this Subaward. Subrecipient shall 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 shall 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 shall also provide copies of the certificate of insurance as it relates to its 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 shall obtain an annual fire inspection of its facility(ies). The inspection shall be conducted by the Los Angeles County Fire Department or by Subrecipient's local fire department and Subrecipient shall obtain a written report of the inspection which shall be provided to County annually. In the event that violations are noted on the inspection report, Subrecipient shall ensure that it complies with all corrective measures as directed by the fire department. Subrecipient shall provide to County

written evidence of its compliance within five (5) days of receiving the evidence from the fire department. The fire inspection report shall be current within the most recent twelve (12) month period.

9.20.3.4 **Public Health Permit**

9.20.3.4.1 For every Service site where Subrecipient provides Services that require a Permit issued by County of Los Angeles Department of Public Health, Subrecipient shall 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 Subrecipient 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 shall annually provide a current copy of such inspection report (report shall be current within the most recent twelve (12) month period). In the event that violations are noted on the report, Subrecipient shall ensure that it complies with all corrective measures as directed by the Department of Public Health. Subrecipient shall 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 shall 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 shall 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, shall reflect Subrecipient's current legal name; and, County shall use this document as verification of Subrecipient's name. In the event there are any amendments or addendums to the articles of incorporation, Subrecipient shall 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 shall 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 shall 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 shall include the individuals who comprise Subrecipient's Board of Directors. In the event that the roster is updated, Subrecipient shall 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 shall 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 shall 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 shall 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 shall 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 shall 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, shall 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 shall provide County a copy of its new status within five (5) days of any change in its tax exempt status.

9.20.4.9 **Terms and Conditions of Use-User Agreement**

9.20.4.9.1 Each employee who will access the Contract Management System - Contractor's Gateway shall complete and submit this agreement. Additional information is available in Exhibit V (Contract Management System -

Contractor's Gateway Terms and Conditions of Use).

9.20.5 **Reporting Documents**

9.20.5.1 **Cost Allocation Plan**

9.20.5.1.1 This Plan shall 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 shall 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 shall not be unreasonable in its request and Subrecipient shall 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 shall 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 shall adhere to the requirements outlined in the following: County directives (including but not limited to WDACS directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for WDACS Subawards)) which may be obtained at https://wdacs.lacounty.gov/doing-business-with-wdacs/programdirectives/, 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall take the required actions needed to correct its revisions. Subrecipient's failure to adhere to County's requirements shall 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 shall complete and submit a mandatory Closeout Report in the form and manner designated by County. The Closeout Report shall 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 shall be for that Subaward period which ends on the termination or cancellation date. Subrecipient shall 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 shall 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 shall 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 shall be $100, and the Amount Received reflected on the Closeout Report for Space shall 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 shall 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 shall 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 shall use Program Income to expand baseline Program Services.

9.21.3.4 Subrecipient shall report Program Income in Budget exhibit(s) and shall 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 shall 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 shall recapture the balance of the unexpended Program Income or pursue any other remedies available to County under this Subaward.

9.21.3.6 Subrecipient shall not use Program Income to meet the match contribution requirement of this Subaward.

9.21.3.7 Subrecipient shall 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 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) 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 shall be responsible for obtaining and maintaining a DUNS number from Dun and Bradstreet. The DUNS number is a unique nine-digit identification number and is site-specific. Therefore, each distinct physical location of Subrecipient's organization (such as branches, divisions, and headquarters) will have its own, unique DUNS number. Subrecipient may register for a DUNS number at http://www.dnb.com/duns-number.html. Subrecipient shall comply with the requirements outlined in this Subparagraph 9.22.

9.22.2 Subrecipient shall provide a valid DUNS number using Exhibit F (Subrecipient's Administration) and shall submit the completed Exhibit F (Subrecipient's Administration) in the time and manner as directed by County. Subrecipient must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at https://www.sam.gov/portal/SAM#1. If County cannot access or verify "Active" status for Subrecipient's DUNS 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 DUNS 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) shall 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 shall also prepare and retain an incident report on file, and shall include a copy of the filed police report.

9.23.3 Subrecipient shall maintain all incident reports in a manner consistent with Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement). Subrecipient shall 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 shall comply with all requirements outlined in Exhibit CC (FEMA Provisions). Subrecipient shall 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.

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 of Supervisors, has caused this Subaward to be executed on its behalf by the Acting Director of Workforce Development, Aging and Community Services, 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 shall 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_____ _____

Otto Solórzano, Acting Director — Date
County of Los Angeles
Workforce Development, Aging
and Community Services

SUBRECIPIENT

City of South El Monte
Subrecipient's Legal Name

ENP202110
Subaward Number

By_____ _____

Name of Authorized Representative — Date

_____
Title

_____
Signature

By_____ _____

Name of Authorized Representative — Date

_____
Title

_____
Signature

Approved as to Form:

OFFICE OF COUNTY COUNSEL
Mary C. Wickham, County Counsel

By_____

Lawrence M. Green
Senior Deputy County Counsel

City Council Agenda Report

Agenda Item No. 7.i.

DATE: June 23, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: CONSIDERATION OF A BLUE CURB FEE WAIVER REQUESTED BY DANIEL PARRINO FOR 11432 MICHAEL HUNT DRIVE

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

RECOMMENDATION: Staff recommends that the City Council approve the request to waive the $400 installation fee and the annual renewal fee of $25.

FISCAL IMPACT: The application for an on street disabled accessible parking space calls for a one time $400 installation fee and an annual fee of $25 for maintenance. Therefore, the initial fiscal impact associated with this action amounts to $425 that will be subsidized by the General Fund in FY 2020/21. Furthermore, an annual amount of $25 for each consecutive year thereafter will also be subsidized by the General Fund for associated maintenance costs.

DISCUSSION: On January 13, 2020, staff received an application for on-street disabled (Blue curb) accessible parking to be installed at 11432 Michael Hunt Dr. The evaluation of a request for a blue curb includes a site visit to investigate and determine whether the blue curb location is appropriate and to review the current available off-street parking on the property. Staff looks for any curb obstructions requiring repair, landscape parkway obstructions, and an appropriate place to install the handicap sign.

In his letter to the City, Mr. Parrino stated that his boat, trailer, and truck take up his driveway, requiring him to park his car on the street. He further stated that parking spots near his residence are generally taken up by other vehicles, which at times also partially

block the entrance/exit to and from his driveway. Upon investigation of the proposed site, staff determined that the blue curb would be appropriate in front of the property.

The applicant has requested the fee waivers due to financial hardship. In the attached letter, the applicant states that he lives on a fixed income.

Staff recommends waiving the $400 installation fee and $25 annual maintenance fee for the blue curb request at 11432 Michael Hunt Dr.

Agenda Item Prepared By: Monica Heredia, Public Works Analyst

ATTACHMENTS:

Attachment A - Letter

Attachment B - Application

ATTACHMENT A

March 14, 2020

Dear Rachel Barbosa, City Manager & all council members,

I would like to requeest a handicap spot in front of my home located at 11432 Michael Hunt Drive, South El Monte. I am 87 years old and my wife is 83 and has difficulty getting around. She uses a walker and suffers from dementia. My driveway is currently full with my boat, trailer, and truck. Most days the spots in front of my house are taken and sometimes they even partially block my driveway. We need to be able to park in front of our house due to my wife's disabilities.

I also volunteer for the Sheriffs department with my metal detecting unit to help locate weapons and shell casings. I get called out to crime scences at all times of day and need to have a spot in front of my house when I return.

There are an increased number of cars on the street now due to people renting rooms and garages out.

I feel it should be my right after living in this house since 1962 to be able to park in front of my house whenever I need to. Please help me by granting my application for disabled accessible parking and if possible to waive all or part of the fee.

Thank you for considering the matter.

Sincerely,

Daniel Parrino

11432 Micheal Hunt Dr., So El Monte

ATTACHMENT B

626
Cell 400-7279

APPLICATION FOR
ON STREET DISABLED ACCESSIBLE PARKING

1. Name of Applicant Daniel Parrino Phone No. 626 443 9255

2. Address of Applicant 11432 Michaele Hunt DR

3. Do you have access to off street parking at your resident? Yes ___ No ✓

If yes, explain why your garage or driveway does not meet your needs:
CARS PARK All Time Front House + DAIVE WAY NO PLASE To PARK ITS EVERY DAY. Trailer on BOAT Driveway
My wife cannot walk far distances and uses a walker.

4. If you are not the owner of this property, please have owner (or legal representative) attest to their support of the application by completing below:

Name _____ Address _____

Phone No _____ Signature _____

5. DMV Disabled Persons/Vehicle Identification Information:

License Plate No DPV6809 Disabled Persons Placard D032521 2021

Please ATTACH a copy of either:
(a) Your DMV – issued Disabled Person Placard Identification Card/Receipt, or
(b) Your DMV – Issued vehicle registration with a number in the appropriate CP or DV series.

DO NOT SEND A COPY OF YOUR PLASTIC DISABLED PERSON PLACARD. This will not be acceptable

Note: To qualify you MUST provide all of the information listed above.

In submitting this application I understand and agree to the following.

- The evaluation may involve City staff entering my property for the purpose of ascertaining the presence, if any, of off-street parking.
- Approval of this application does not constitute a permanent agreement to provide blue zones. A yearly renewal process, to assure continued eligibility will require my timely submission of requested information in order to maintain validity of the handicapped parking zone. Blue zones may also be removed at any time as needed for public right-of-way purposes.
- I agree to abide to the posted street sweeping schedule
- I hereby affirm under penalty of perjury that the information provided on this application is complete and correct.
- I agree to pay the cost of installing the blue curb and sign estimated to be $400.00 plus a $25.00 yearly renewal fee.

SIGNATURE OF APPLICANT Daniel Parrino DATE 1/13/20

APPROVED BY CITY MANAGER _____ DATE _____

City Council Agenda Report

Agenda Item No. 7.j.

DATE: June 23, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-68, APPROVING A NEW AGREEMENT WITH TRANSTECH ENGINEERS, INC. (TRANSTECH) FOR PROFESSIONAL CONSULTING AND ENGINEERING SERVICES FOR A ONE-YEAR TERM IN AN AMOUNT NOT TO EXCEED $546,240, INCLUDING AN APPROPRIATIONS REQUEST OF $85,000, WITH AN OPTION TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS

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

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-68, approving a new agreement to extend the arrangement with Transtech for professional consulting and engineering services for a one-year term in an amount not to exceed $546,240, including an appropriations request of $85,000, with an option to extend for two additional one-year periods.

FISCAL IMPACT: This action item will require an appropriation of $85,000 for the current FY 2019/20 Budget Year for services rendered between April 12, 2020 through June 20, 2020 and will require a budget of $461,240 for FY 2020/21, totaling $546,240.

DISCUSSION: On April 11, 2018, the City Council awarded a Professional Services Agreement to Transtech for General Civil Engineering Services (Agreement) in an amount not-to-exceed $532,480 for a two-year term, with an option of three (3) one-year renewals.

On November 13, 2018, the City Council approved Amendment No. 1 to the Agreement to include project specific construction management services and increase compensation terms by $40,000.

On April 23, 2019, the City Council approved Amendment No. 2 to increase compensation terms by $76,000 for plan check services and additional construction management services.

On November 12, 2019, the City Council approved Amendment No. 3 for added construction management costs in the amount of $27,000, bringing total compensation terms to a not-to-exceed contract amount of $675,480.

The term of the Agreement was from April 11, 2018 through April 11, 2020, with an option to extend the term for up to three (3) additional one-year periods. As a result of several variables, staff was not able to seek the City Council's approval to extend the agreement with sufficient time and the agreement has since expired. The expiration of an agreement for these types of services generally creates the need for the City to solicit a Request for Proposals. However, with the understanding that the expired contract included the option to extend the agreement for three (3) additional one-year terms, staff is seeking to execute a new Agreement with Transtech for a term of one (1) year, with an option to extend for two (2) additional one-year terms.

In an effort to better support this recommendation, staff conducted a survey of a handful of California municipalities receiving similar services from other engineering firms and compared their service rates to that of Transtech's, which included the Cities of Azusa, Baldwin Park, Bell, Rialto, and South Pasadena. The service rates are on an hourly basis for each firms' staff classification. The results of the survey suggest that Transtech's service rates continue to be provided at competitive rates. Results are as follows:

The most common services received are conducted by the following staff classifications and hourly rates: City Engineer ($135), Senior Associate Civil Engineer/Traffic Engineer ($100), Traffic and Transportation Engineer/Analyst ($125), and Engineering Assistant/Technician ($90). Each of which is lower than all of the cities surveyed.

The City of Azusa receives On-Call Professional Engineering Services (Services) from four (4) different engineering firms. Services provided to Azusa are done so at a minimum of $45 more per hour for the most entry level and senior positions than what Transtech provides for the City.

The City of Baldwin Park receives services for $25 more per hour for the most entry level position and $25 more per hour for the most senior position than what the Transtech provides for the City. These services are more specific to construction management services.

The City of Bell receives services for $15 more per hour for the most entry level position and $64 more per hour for the most senior level position than what Transtech provides for the City.

The City of Rialto receive services for $95 more per hour for the most entry level position and $25 more per hour for the most senior position than what Transtech provides for the City.

The City of South Pasadena receives services that are more specific to construction management services, which are provided for $25 more per hour for the most entry level position and $10 more per hour for the most senior level position than what Transtech provides for the City.

Transtech provides a wide variety of services under this Agreement, at a number of different rates. While, some of the services provided by Transtech are done so at rates either equal to or higher than at those surveyed cities, the majority of the services received are done so at rates lower than the surveyed cities. As such, staff has determined that, based on the on terms of this Agreement, Transtech rates are the best for the City. Additionally, Transtech offers certain discounted special rates when their staff serve in the capacity at City Hall for the requested hours per week, in accordance with the approved fee schedule.

It is apparent that Transtech continues to provide engineering services at fair and reasonable rates. It is important to note that in addition to such, they were also selected as the successful consultant based on their level of qualifications and experience with other municipalities. Since commencing their services, staff has not had any concerns regarding the quality of their work and level of service.

The Agreement will include an updated Scope of Services (Exhibit A) and the Fee Schedule (Exhibit B) to consolidate all added engineering services and better illustrate service costs for each service type.

1. General Engineering Services will continue to be provided at an annual amount of $266,240.

2. Project Design, Management, Construction Management and Inspection Services are based on project specific needs. Currently, staff return to the City Council to increase compensation terms for each Capital Improvement Program project that is assigned to and administered by Transtech, delaying project start time by approximately 90 days. To improve efficiencies and reduce project delays, the Fee Schedule will be updated to reflect

total estimated construction management service costs for all scheduled projects. A total of $107,000 has been authorized for these services costs and an additional $110,000 will be required for the extended one-year period.

3. Plan Check Services were added to the Scope of Services in April 2019, at an estimated amount of $18,000 per fiscal year, for a total of $36,000 for these services. Costs for this service are recouped through applicant fees in which 70% of the fees collected cover services performed by Transtech and the remaining 30% goes to the City. Still, total plan check services, in addition to land development inspections, exceeded the anticipated amount by nearly $85,000. Compensation terms will need to be increased by this amount in addition to $55,000 for the one-year extended period for plan check services.

4. Land Development Inspections were required services but were inadvertently excluded from being incorporated into the Agreement. During the first two-year term of the contract, approximately $30,000 in service costs were incurred. Compensation terms will need to be increased by this amount in addition to another $30,000 for the one-year extended period.

Compensation terms for this contract will cover overages incurred during the current FY 2019/20 budget year in the amount of $85,000 and the amount required for services to be received during the one-year agreement term, which is $461,240, totaling to $546,240. It is important to note that the cumulative total in compensation between the expired agreement and this proposed agreement amount to $1,221,720.

Staff recommends that the City Council adopt Resolution No. 20-68, approving a new agreement with Transtech for professional consulting and engineering services for a one-year term in an amount not to exceed $546,240, including an appropriations request of $85,000, with an option to extend for two additional one-year periods.

Item Prepared By: Monica Heredia, Public Works Analyst

ATTACHMENTS:

Attachment A - Resolution No. 20-68

Attachment B - Agreement

Attachment C - Fee Schedules

ATTACHMENT A

RESOLUTION NO. 20-68

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AN AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND TRANSTECH ENGINEERS, INC. (TRANSTECH) FOR PROFESSIONAL CONSULTING AND ENGINEERING SERVICES FOR A ONE-YEAR TERM IN AN AMOUNT NOT TO EXCEED $546,240, INCLUDING AN APPROPRIATIONS REQUEST OF $85,000, WITH AN OPTION TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS

WHEREAS, on April 11, 2018, the City and Transtech entered into an agreement for professional services for Transtech to provide civil engineering services from April 11, 2018 through April 11, 2020 for a Maximum Compensation of $532,480; and

WHEREAS, on November 13, 2018, the City and Transtech amended the professional services agreement to add additional services ("Amendment No. 1") adding $40,000 for each contract year for project specific services including engineering design, construction management, and inspection services; and

WHEREAS, more specifically, Amendment No. 1 increased the total compensation by $40,000 in the first contract year between April 11, 2018 and April 11, 2019, to provide for civil engineering services related to the traffic signal for the Fern and Santa Anita intersection; and

WHEREAS, more specifically, Amendment No. 1 also increased the total compensation by $40,000 in the second contract year between April 11, 2019 and April 11, 2020, to provide for civil engineering services related to the traffic signal for the Peck and Rush intersection; and

WHEREAS, on April 23, 2019, the City and Transtech amended the professional services agreement to add additional services ("Amendment No. 2") adding $18,000 for each contract year for civil engineering plan check services; and

WHEREAS, on November 12, 2019, the City and Transtech amended the professional services agreement to add additional services ("Amendment No. 3") to account for additional project related services including engineering design, construction management, and inspection services totaling $27,000; and

WHEREAS, civil engineering plan checking services and land development inspection services exceeded estimated service costs by nearly $85,000, requiring approval of an appropriations request to account for this overage during the FY 2019/20 budget year; and

WHEREAS, service costs for civil engineering plan check services are recouped through applicant fees in which 70% of the fees collected cover Transtech's time in plan checking and the remaining 30% goes to the City, and fees for land development inspections are recouped through construction permit fees; and

WHEREAS, due to the focus and efforts placed on COVID-19 response measures, staff was not able to seek the City Council's approval to extend the agreement with sufficient time and the agreement expired; and

WHEREAS, City staff conducted a survey of five California municipalities receiving similar services from other engineering firms and compared their service rates to that of Transtech's, which included the cities of Azusa, Baldwin Park, Bell, Rialto, and South Pasadena; and

WHEREAS, the survey suggests that, with some exceptions, a minimum of $15 more per hour is charged for the most entry level positions and a minimum of $10 more per hour is charged for the most senior level positions than that of what Transtech provides to the City; and

WHEREAS, based on the City's research and investigation, the City Council finds that due to the nature of the services, supplies or equipment, bidding is not likely to result in the lowest price; and

WHEREAS, the City and Transtech now desire to enter into a new agreement for a one-year term, in an amount not to exceed $546,240, with an option to extend for two (2) additional one-year terms. Moreover, the cumulative totals between the expired agreement and this agreement amount to $1,221,720.

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

SECTION 1. The City Council hereby approves an agreement with Transtech for professional consulting and engineering services for a one-year term in an amount not to exceed $546,240, with an option to extend for two (2) additional one-year terms.

SECTION 2. The City Council hereby authorizes an appropriations of $85,000 from the General Fund for FY 2019/20 to compensate Transtech for services provided.

SECTION 3. The City Council hereby authorizes and directs the City Manager to execute the Agreement in substantially the form attached hereto as Attachment B to the June 23, 2020 staff report accompanying this Resolution. The Council further directs the City Manager to take all actions necessary to effectuate the Agreement.

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

PASSED, APPROVED AND ADOPTED this 23rd day of June, 2020.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Rose Juarez, City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 20-68 was duly passed and approved by the City Council at a regular meeting of said Council held on the 23rd day of June, 2020 and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Rose Juarez, City Clerk

ATTACHMENT B

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

TRANSTECH ENGINEERS, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
TRANSTECH ENGINEERS, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 23rd day of June, 2020 by and between the City of South El Monte, a California, a municipal corporation ("City") and Transtech Engineers, Inc., a California corporation ("Consultant"). City and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. City had sought, by issuance of a Request for Proposals or Invitation for Bids in 2018, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. On April 11, 2018, the City Council awarded a Professional Services Agreement to Transtech for General Civil Engineering Services in an amount not-to-exceed $532,480 for a two-year term, with an option of three (3) one-year renewals.

C. On November 13, 2018, the City Council approved Amendment No. 1 to this agreement to include project specific construction management services and increase compensation terms by $40,000.

D. On April 23, 2019, the City Council approved Amendment No. 2 to increase compensation terms by $76,000 for plan check services and additional construction management services.

E. On November 12, 2019, the City Council approved Amendment No. 3 for added construction management costs in the amount of $27,000, bringing total compensation terms to a not-to-exceed contract amount of $675,480.

F. Following the expiration of this Agreement, the City conducted a survey of similarly situation cities and determiend that the rates provided by the Consulant continue to match or are lower than those used as other cities.

G. Based on the City's research and investigation, the City Council finds that due to the nature of the services, supplies or equipment, bidding is not likely to result in the lowest price.

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Five Hundred Forty Six Thousand Two Hundred and Forty Dollars ($546,240) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant

shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one year 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 additional one-year terms.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Ahmad Ansari	Principal
(Name)	(Title)
Okan Demirci	Project Manager
(Name)	(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy

proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring

as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the

compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of,

any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements

between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not

violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

_____
Gloria Olmos, Mayor

ATTEST:

_____
Rose Juarez, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Anthony R. Taylor, City Attorney

CONSULTANT:

TRANSTECH ENGINEERS, INC., a California corporation

By:_____
Name: Ahmad Ansari, PE
Title: Principal

By:_____
Name: Okan Demirci, PE
Title: Project Manager

Address:13367 Benson Avenue
Chino, CA 91710

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. Staffing. As part of Consultant's services, Consultant shall provide the following engineering staff ("City Hall Staff"). These positions are expected to be located at South El Monte's City Hall. The City reserves the right to adjust the hours as needed.

a. City Engineer - 8 hours per week.

b. Senior Associate Engineer - 16 hours per week.

c. Transportation Engineer - 8 hours per week.

d. Engineering Assistant - 16 hours per week.

B. General Engineering Services

a. Engineering Services. Consultant will provide general civil engineering services and functions, which includes, but is not limited to, the following: providing counter staff support and responding to inquiries at the engineering counter; issuing permits for various approved land development projects performing work in the City's public right-of-way; reviewing plans form utility companies and issuing utility permits; responding to contractors, engineers, or architects and providing various requested engineering information; responding to telephone inquiries from the general public and providing solutions to issues; address public requests; conduct field visits for various land development projects and provide conditions for approval; and provide cost estimates for various projects or off-site improvements.

b. Management Support Services. Consultant will provide management support services to the Director of Public Works on an as needed basis. This includes, but is not limited to the following tasks: working alongside Director of Public Works to promote the goals of the City's Public Works Department; managing assigned staff in order to ensure that all assigned tasks are performed and completed in a timely manner; present and

prepare weekly status reports for selected City Staff; monitor city projects and programs to ensure compliance; develop agenda items for presentation to the City Council; and, at the direction of the Director of Public Works, attend City meetings.

c. Transport Engineer Services. Consultant will provide transportation engineering services which includes, but is not limited to, the following: managing transportation related issues that arise; responding to inquiries regarding transportation and traffic; and cooperating with City staff to accomplish Public Works goals.

d. Capital Improvement Program Administration. Consultant will provide services related to the administration of the City's capital improvement program. This includes, but is not limited to, preparation of a scope of work for the design phase of City Projects; obtain all necessary funding approvals for projects; participate in preconstruction meetings; coordinate bid processes with the City Clerk; provide budgetary cost estimate for various projects to be included in the budget; review designs and provide technical comments; and monitor construction schedules.

C. On-Call Project Design, Project Management, Construction Management and Inspection Services. Prior to the initiation of these services, Consultant shall submit to the Contract Officer a work proposal, containing the rates, schedule, and proposed work associated with the work. Consultant will only begin these services with a work proposal and written approval by the Contract Officer. These services will include:

a. Prepare project plans, bid specifications, and Notice Inviting Bids;

b. Conduct pre-bid meetings;

c. Respond to inquiries and prepare addendums to bid specifications as needed;

d. Conduct bid opening and bid analysis;

e. Prepare staff reports and other documents as may be needed for contract approval;

f. Direct and supervise contractor work;

g. Monitor labor compliance;

h. Prepare contract change orders;

i. Review project invoices for accuracy and contract compliance;

j. Prepare staff reports and other documents as may be needed for project acceptance;

k. Maintain all project documents and files on behalf of City; and

l. When applicable, work with City's grant administrator on grant-funded projects to prepare additional paperwork as necessary for grant compliance.

D. Plan Check Services. Consultant will review building and development plans for conformance with the California Building, Electrical, Plumbing and Mechanical Codes (the "Codes"), the California Energy Standards, City ordinances and other requirements as set by City Departments, as well as arranging for reviews by other responsible agencies, as appropriate. Consultant shall provide all plan check comments in typed format for all initial and subsequent plan reviews.

E. Land Development Services. Consultant will provide services relating to the administration of the City's land development program. Services pertaining to this function include, but are not limited to, coordinating the review of all land development projects; conducting land development inspections; setting development conditions for the planning commission or the City Council's consideration; coordination of public improvements for various private developments; working closely with the planning staff to review the development projects and programs; coordinate and report all project approvals and schedules with the Public Works Director; and respond to the public's inquiries related to various engineering requirements for development projects.

F. Appropriations. Consultant has previously conducted the Services at an earlier time not covered by this Agreement. This Agreement recognizes this work done by Consultant, and incorporates it into this Agreement.

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

A. Project status reports.

B. Construction Contract Change Orders.

C. All required project documents and files.

D. Weekly and monthly summaries of hours spent on tasks by Consultant.

E. Plan-check comments.

F. Permits.

G. Daily logs of all plan check and inspection activities.

H. Preparation of letters and documents related to plan checks, investigations, and all other Services, as applicable.

I. Any other documents, correspondence, or reports that the Contract Officer deems necessary.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the status reports detailed above.

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. Ahmad Ansari, PE, Principal.
b. Michael Ackerman, PE, City Engineer.
c. Okan Demirci, PE, CIP Manager.
d. Carlos Pineda, PE, Sr. Engineer.
e. Jana Robbins, PTP, Traffic Engineering.

f. Karen Vigil, PTP, Traffic Engineering.

g. Edward Gandara, EIT, Associate Engineer.

h. Earl Fraser, QSP, Construction Manager/Sr. Inspector.

i. Jeffrey Hirsh, Sr. Construction Inspector.

j. Anthony Bendezu, Associate Engineer.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

[Intentionally Left Blank]

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

	Task	Sub-Budget
1.	Staffing	N/A
2.	General Engineering Services	$266,240
3.	On-Call Construction Services	$110,000
4.	Plan Check Services*	$55,000
5.	Land Development Services	$30,000
	Appropriations	$85,000
	Total	**$546,240**

*As part of the Plan Check Services, Consultant is to collect the fees associated with the plan checks. Consultant is to be reimbursed from said fees, with the Consultant receiving 70% of the fees, and the City receiving the remaining 30%.

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

Not Applicable

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

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

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

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

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

EXHIBIT "C-1"

CONSULTANT'S RATES

The Services shall be completed at the following rates, other than Services completed by City Hall Staff:

ENGINEERING	
Field Technician	$80
Engineering Assistant/Technician	$105
CAD Drafter	$110
Associate Designer	$120
Senior Designer	$140
Associate Civil Engineer	$115
Senior Civil Engineer	$160
Transportation Analyst/Associate	$115
Associate Traffic/Transportation Engineer	$115
Professional Transportation Planner	$135
Traffic/Transportation Engineer	$140
Senior Traffic Engineer	$150
Project Manager	$130
Senior Project Manager	$150
City Engineer	$150
Senior City Engineer	$160
Principal Engineer	$170
Director	$180
ADMINISTRATIVE STAFF	
Administrative/Clerical	$60
Project Accountant	$75

CONSTRUCTION MANAGEMENT	
Labor Compliance Analyst	$115
Funds Coordinator	$115
Utility Coordinator	$120
Office Engineer	$105
Construction Inspector	$120
Senior Construction Inspector	$130
Construction Manager	$160
Resident Engineer	$160
PUBLIC WORKS INSPECTION	
Public Works Inspector	$110
Senior Public Works Inspector	$120
Supervising PW Inspector	$150
SURVEY AND MAPPING	
Survey Analyst	$112
Senior Survey Analyst	$120
2 Man Survey Crew	$280
Survey & Mapping Specialist	$160
Licensed Land Surveyor	$175
FUNDING & GRANT WRITING	
Funds Analyst	$115
Graphic & Rendering Designer	$115
Grant Writer	$120
Funds & Grant Project Manager	$125

BUILDING & SAFETY	
Permit Technician	$60
Plan Check Technician	$60
Building Inspector	$85
Senior Inspector	$105
Plans Examiner/Checker	$115
Plan Check Engineer	$130
Deputy Building Official	$130
Building Official	$145
Director	$180
PLANNING	
Community Development Technician	$60
Planning Technician	$60
Associate Planner	$110
Senior Planner	$120
Planning Manager	$135
Director	$180

City Hall Staff operating at City Hill and within their regular work hours, shall charge the following rates:

Staff Classifications/Hrs/Rates/Billing Table	Special Billing Rate	Weekly Hours required by City	Monthly Hours and Billing Averages		Annual Hours and Billing Averages	
			Monthly Hours	Monthly Billing Amount	Annual Hours	Monthly Billing Amount
City Engineer *This is a discounted special rate applicable to this classification (even though standard hourly rate for Sr. Engineer acting in the specified capacity is higher) when he/she serves in this capacity at City Hall for the requested 8 hours/week average.*	$135	8.0	34.7	$4,680	416.0	$56,160
Senior Associate Civil Engineer/Traffic Engineer *This is a discounted special rate applicable to this classification (even though standard hourly rate for Sr. Associate Engineer acting in the specified capacity is higher) when he/she serves in this capacity at City Hall for the requested 16 hours/week average.*	$100	16.0	69.3	$6,933	832.0	$83,200
Traffic and Transportation Engineer/Analyst *This is a special rate applicable to this classification (even though standard hourly rate for Traffic and Transportation Engineer/Analyst acting in the specified capacity is higher) when he/she serves in this capacity at City Hall for the requested 8 hours/week average.*	$125	8.0	34.7	$4,333	416.0	$52,000
Engineering Assistant/Technician *This is a special rate applicable to this classification (even though standard hourly rate for Engineering Assistant/Technician acting in the specified capacity is higher) when he/she serves in this capacity at City Hall for the requested 16 hours/week average.*	$90	16.0	69.3	$6,240	832.0	$74,880
		Totals	**208.0**	**$22,187**	**2,496.0**	**$266,240**
			Monthly Hours and Billing Averages		**Annual Hours and Billing Averages**	

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely in accordance with the schedule set by the contract officer. For on-call services, the Consultant shall perform the services in compliance with the project management schedule developed for each project that Consultant is assigned to. Said project management schedule shall be subject to the written approval of the Contract Officer.

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

A. Project status reports – Weekly, when applicable.

B. Construction Contract Change Orders – as requested by Contract Officer.

C. All required project documents and files - as requested by Contract Officer.

D. Weekly and monthly summaries of hours spent on tasks by Consultant.

E. Plan-check comments - as requested by Contract Officer.

F. Permits – Within ten (10) days of receipt for first check, within five (5) days of receipt for second check.

G. Daily logs of all plan check and inspection activities.

H. Preparation of letters and documents related to plan checks, investigations, and all other Services, as applicable - as requested by Contract Officer.

I. Any other documents, correspondence, or reports that the Contract Officer deems necessary - as requested by Contract Officer.

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

ATTACHMENT C

City of Azusa

EXHIBIT "C"

COMPENSATION

FEE SCHEDULE

KOA Corporation 2018 - 2020 BILLING RATES			
Employee Title	2018 Rates	2019 Rates	2020 Rates
President	$ 310.00	$ 319.30	$ 328.88
Principal Engineer I	$ 280.00	$ 288.40	$ 297.05
Principal Engineer II	$ 240.00	$ 247.20	$ 254.62
Senior Engineer I	$ 225.00	$ 231.75	$ 238.70
Senior Engineer II	$ 183.00	$ 188.49	$ 194.14
Senior Designer I	$ 210.00	$ 216.30	$ 222.79
Senior Designer II	$ 175.00	$ 180.25	$ 185.66
Senior Planner I	$ 215.00	$ 221.45	$ 228.09
Senior Planner II	$ 175.00	$ 180.25	$ 185.66
Associate Engineer I	$ 140.00	$ 144.20	$ 148.53
Associate Engineer II	$ 115.00	$ 118.45	$ 122.00
Associate Planner I	$ 140.00	$ 144.20	$ 148.53
Associate Planner II	$ 115.00	$ 118.45	$ 122.00
Associate Designer I	$ 115.00	$ 118.45	$ 122.00
Associate Designer II	$ 90.00	$ 92.70	$ 95.48
Assistant Engineer I	$ 115.00	$ 118.45	$ 122.00
Assistant Engineer II	$ 93.00	$ 95.79	$ 98.66
Assistant Planner I	$ 105.00	$ 108.15	$ 111.39
Assistant Planner II	$ 85.00	$ 87.55	$ 90.18
Senior Construction Manager	$ 165.00	$ 169.95	$ 175.05
Construction Manager	$ 140.00	$ 144.20	$ 148.53
Senior Construction Observer	$ 130.00	$ 133.90	$ 137.92
Construction Observer	$ 125.00	$ 128.75	$ 132.61
Assistant Designer I	$ 90.00	$ 92.70	$ 95.48
Assistant Designer II	$ 70.00	$ 72.10	$ 74.26
Administrative Assistant I	$ 85.00	$ 87.55	$ 90.18
Administrative Assistant II	$ 65.00	$ 66.95	$ 68.96
Intern	$ 55.00	$ 56.65	$ 58.35

Project reimbursable expenses are billed at cost. Project expenses include: Non-commuter automobile mileage ($0.545 per mile) or current IRS rate, postage and special courier expenses, travel expenses, reproduction, subcontractor services and other direct project expenses as requested by the client.

EXHIBIT "C"

COMPENSATION

G. FEE SCHEDULE

Fee Schedule

Effective January 1, 2018 through December 31, 2018. If contract assignment extends beyond that date, a new rate schedule will be added to the contract.

ENGINEERING SERVICES	HOURLY RATE
Principal	$230
Project Manager	$160
Quality Assurance Manager	$160
Senior Engineer	$150
Project Engineer	$130
Assistant Engineer	$110
Designer	$110
Engineering Technician	$90
CADD Drafter	$90
Administration	$90
MUNICIPAL SERVICES	**HOURLY RATE**
Principal	$230
Program/Project Director	$190
Project Manager	$160
City Engineer	$160
Assistant Project Manager	$150
Plan Check Engineer	$120
Public Works Technician	$90
Permit Technician	$90
CONSTRUCTION SERVICES	**HOURLY RATE**
Senior Construction Manager	$185
Construction Manager	$165
Office Engineer	$120
Project Controls Engineer	$120
Labor Compliance/Documents Control	$90
Construction Inspector (Prevailing Wage)	$150
Construction Observer (Non Prevailing Wage)	$125
Building Inspector (Non Prevailing Wage)	$110
Surveying (2-person survey crew)	$250*
REIMBURSABLE EXPENSES	**COST**
Reproduction	Cost
Consultant Services	Cost + 15%
Automobile Transportation	$.54 per mile
Delivery, Freight, Courier	Cost
Agency Fees	Cost
Commercial Travel	Cost

*Assumes prevailing wages are applicable for field work.

EXHIBIT "C"

COMPENSATION

TECHNICAL PROPOSAL

SECTION G: HOURLY RATE SCHEDULE

TKE ENGINEERING, INC.
RATE SCHEDULE
2018-2019

	HOURLY RATE
Principal in Charge	$160.00
Project Manager/Construction Manager/Licensed Surveyor	$150.00
Senior Engineer/Project Engineer (PE)/Senior Plan Checker	$140.00
Associate Engineer	$130.00
Assistant Engineer/Plan Checker/Designer	$120.00
AutoCAD Technician	$110.00
Engineering Technician	$ 85.00
Clerical	$ 75.00
Forensic Engineering	$175.00
Expert Witness Testimony	$300.00
SURVEYING SERVICES	
2-Man Survey Crew (Prevailing Wage)	$225.00
1-Main Survey Crew (Prevailing Wage)	$125.00
CONSTRUCTION SERVICES	
Senior Construction Inspector (Prevailing Wage)	$110.00
Construction Inspector (Prevailing Wage)	$100.00
REIMBURSABLE COSTS	
In-house Reproduction	Cost
Printing and Materials	Cost + 10%
Express Mail/Courier/Next Day Service	Cost + 10%
Subconsultant Costs	Cost + 10%
Mileage	$0.53/mile

EXHIBIT "C"

COMPENSATION

City of Azusa

WILLDAN

WILLDAN ENGINEERING

Schedule of Hourly Rates

Effective July 1, 2018 to June 30, 2019

ENGINEERING	
Technical Aide I	$64
Technical Aide II	$83
Technical Aide III	$103
Drafter I	$104
Drafter II	$121
Senior Drafter	$134
GIS Analyst I	$139
GIS Analyst II	$158
GIS Analyst III	$173
Designer I	$139
Designer II	$145
Traffic Engineer I	$185
Traffic Engineer II	$199
Senior Designer I	$153
Senior Designer II	$160
Assistant Engineer I	$116
Assistant Engineer II	$132
Assistant Engineer III	$138
Assistant Engineer IV	$143
Associate Engineer I	$149
Associate Engineer II	$155
Associate Engineer III	$161
Design Manager	$163
Senior Design Manager	$169
Senior Engineer I	$164
Senior Engineer II	$167
Senior Engineer III	$171
Senior Engineer IV	$181
Supervising Engineer	$187
Project Manager I	$150
Project Manager II	$171
Project Manager III	$183
Project Manager IV	$199
Program Manager I	$167
Program Manager II	$185
Program Manager III	$199
City Engineer I	$199
City Engineer II	$199
Principal Project Manager	$199
Deputy Director	$199
Director	$199
Principal Engineer	$199

CONSTRUCTION MANAGEMENT	
Labor Compliance Specialist	$115
Labor Compliance Manager	$145
Utility Coordinator	$153
Assistant Construction Manager	$145
Construction Manager	$169
Senior Construction Manager	$175
Project Manager IV	$199
Deputy Director	$199
Director	$199

INSPECTION SERVICES	
Public Works Observer I***	$89
Public Works Observer II***	$99
Senior Public Works Observer I***	$107
Senior Public Works Observer II***	$119
Senior Public Works Observer III***	$129
Senior Public Works Observer IV***	$136
Senior Public Works Observer V***	$145

MAPPING AND EXPERT SERVICES	
Survey Analyst I	$121
Survey Analyst II	$139
Calculator I	$121
Calculator II	$134
Calculator III	$146
Senior Survey Analyst	$158
Supervisor – Survey & Mapping	$175
Principal Project Manager	$199

BUILDING AND SAFETY	
Assistant Code Enforcement Officer	$85
Code Enforcement Officer	$98
Senior Code Enforcement Officer	$115
Supervisor Code Enforcement	$139
Plans Examiner Aide	$91
Plans Examiner	$139
Senior Plans Examiner	$153
Assistant Construction Permit Specialist	$98
Construction Permit Specialist	$103
Senior Construction Permit Specialist***	$121
Supervising Construction Permit Specialist	$128
Assistant Building Inspector	$115
Building Inspector***	$128
Senior Building Inspector	$139

BUILDING AND SAFETY (continued)	
Supervising Building Inspector	$153
Inspector of Record	$167
Deputy Building Official	$167
Building Official	$173
Plan Check Engineer	$167
Supervising Plan Check Engineer	$173
Principal Project Manager	$199
Deputy Director	$199
Director	$199

PLANNING	
Community Development Technician	$103
Assistant Community Development Planner	$128
Associate Community Development Planner	$139
Senior Community Development Planner	$158
Principal Community Development Planner	$173
Planning Technician	$103
Assistant Planner	$128
Associate Planner	$139
Senior Planner	$158
Principal Planner	$173
Planning Manager	$189
Deputy Director	$199
Director	$199

LANDSCAPE ARCHITECTURE	
Assistant Landscape Architect	$121
Associate Landscape Architect	$139
Senior Landscape Architect	$153
Principal Landscape Architect	$173
Principal Project Manager	$199

ADMINISTRATIVE	
Administrative Assistant I	$76
Administrative Assistant II	$91
Administrative Assistant III	$107
Project Accountant I	$86
Project Accountant II	$101
Project Controller I	$107
Project Controller II	$121

***$169/hour for Prevailing Wage Project

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2018 thru June 30, 2019, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent.

Rev. 6/11/18

WILLDAN

WILLDAN GEOTECHNICAL / MATERIALS TESTING

Schedule of Hourly Rates

Effective July 1, 2018 to June 30, 2019

GEOTECHNICAL	
Soil Technician (Non-prevailing Wages)	$88
Soil Technician (Prevailing Wages)	$169
Sr. Soil Technician (Non-prevailing Wages)	$100
Sr. Soil Technician (Prevailing Wages)	$169
Assistant Engineer III/Geologist III	$128
Associate Engineer II/Geologist II	$154
Senior Engineer III/Geologist III	$168
Supervising Engineer/Geotechnical Engineer/Geologist	$183
Principal Engineer/Geologist	$228
SPECIAL INSPECTION	
Special Inspection (Non-Prevailing Wages)	$82
Special Inspection (Prevailing Wages)	$169
Supervisor	$137
Construction Material Engineer	$168

ADMINISTRATIVE	
Computer Data Entry/Administrative Assistant I	$75
Clerical/Administrative Assistant II	$91
Word Processing/Administrative Assistant III	$107
CAD Operator	$133
EXPERT WITNESS	
Principal Engineer/Geologist	$361

Staff assignments depend on availability of personnel, site location, and the level of experience that will satisfy the technical requirements of the project and meet the prevailing standard of professional care. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. These labor billing rates will be subjected to a maximum of 5% annual escalation and will be automatically adjusted in the invoices.

Rev 8/11/18

City of Baldwin Park

Fee Summary

The method of compensation for each type of service is as follows:

City Engineer: $160 per hour

Infrastructure Engineers proposes to initially provide 10 hours of office time at the City Hall offices per week. In addition, the City Engineer or City Engineering Manager will attend all City Council meetings and any other meetings, as requested by the Director of Public works. During other hours of the week, the City Engineer will be available to respond to any City inquiries via email or telephone calls. Records of any hours spent working offsite on City matters will be documented and submitted as backup to the billing invoice.

Civil Engineering Plan Checks: If the City uses its "City Fees" for public works projects, then civil engineering fees will be charged at 65% of those City fees.

Plan check fees include first and the second plan checks. Third and all subsequent plan checks will be at the plan checkers' hourly rate listed here. The rates listed here are Infrastructure Engineers' hourly rates for the City of Baldwin Park only, due to our long-term relationship with the City. Expedited plan checks will be provided at 90% of the plan check fees and 1.75 time the normal hourly rate.

	Rate
Senior Plan Check Engineer	$157
Plan Check Engineer	$147
Engineering Assistant	$105
Administrative Assistant	$85

Engineering Design Services/Public Works Projects

Other public works studies, reviews and projects not listed here will be charged at hourly rates as listed in the Infrastructure Engineers 2017 Hourly Rate Schedule (attached). A lump sum, not-to-exceed fee will be provided at the start of each task.

Capital Improvement Projects: Percentage of the total cost of final contract construction

Capital improvement design fees will be based on the estimated cost of construction. Once the project is defined, the engineering team will estimate the construction cost and, in accordance with the chart below, will set the design fee. After finalization of design and upon receiving formal bids for construction of the project, the actual design fee will be determined and adjusted, based on construction costs, which will be the average of three (3) lowest bids for the project. If there are only two (2 bids, the average of two (2) bids will be used for construction cost.

Construction cost less than $499,999 ..... the design fee will be 8.5% of the construction cost t

Construction cost $500, 000 - $999,999..... the design fee will be 7.5% of the construction cost

Construction cost over $1,000,000 ..... the design fee will be 6.5% of the construction cost

In addition to these percentages, Infrastructure Engineers fees for project management and administration will be 4% of the construction cost. In addition, funding management will be 1.5% for local funds and 2.5% for state and federally funded projects.

Infrastructure Engineers recommends utilizing the following Percentage of Total Construction Cost fees to determine CM/Inspection fees for CIP/Public Works projects as the cost-effective method versus the hourly rate structure.

Construction Management and Inspection: Percentage of total construction cost

Upon on receiving the bids for the construction of a capital improvement project, the engineering team will prepare the fee for construction management and inspection services in accordance with the following chart. Inspections will be for a minimum of 4 hours per day. The fee will be calculated based on average cost of the three (3) lowest bids and, if there are only two (2) bids, an average of two bids will be used.

Construction cost less than $499,999 ..... the CM services 3% + inspection services 5% for a total fee of 8% of the construction cost

Construction cost $500, 000 - $999,999..... the CM services 3% + inspection services of 4% for a total fee of 7% of the construction cost

Construction cost $1,000,000 and more ..... the CM Services fee of 3% + inspection services of 3% for a total fee of 6% of the construction cost

Overtime will be charged hourly at 1.5 times the normal rate. Sundays and holidays will be charged hourly at 2.0 times the normal rate. Labor compliance will be charged on an as-needed basis and based on actual hourly rates of $95/hour for field work and $125/hour for office and supervisory work.

Public Works Permit and Inspection: $94/hour (hourly rates)

If additional inspection services are required for utilities/public works permits, the inspection services will be provided at the rate of $94 per hour, plus mileage.

NPDES: Hourly rates

All NPDES services will be provide on as-needed bases at the following rates:

Program Manager.....$175/hour

Senior Engineer $168/hour

Engineering Associate..... $125/hour

Engineering Assistant $105/hour

Other Services: Hourly rates not-to-exceed a negotiated lump sum

Other fees will be based on Infrastructure Engineers' latest Hourly Rate Schedule, attached to this proposal

Note: Hourly rates and the retainer fees are subject to annual Consumer Price Index increase rates or a 5% increase, whichever is greater, effective from the date of execution of the agreement.

The hourly rate schedule is subject to change every July. The City will be notified of any changes by May 1 of each year so that City budget requirements will be fulfilled.

2017 HOURLY RATE SCHEDULE

City of Baldwin Park
As-Needed Engineering Plan Check, Design, Construction Management, Inspection and Related Services
December 4, 2017

INFRASTRUCTURE ENGINEERS

Principal in Charge	**$205**
Civil Engineering	
Project Manager	$168
Senior Engineer	$147
Senior Plan Check Engineer	$157
Plan Check Engineer	$147
Engineering Associate	$125
Engineering Assistant	$105
GIS Analyst	$136
CAD Manager	$136
CAD Operator	$100
Traffic Engineering	
Principal Engineer	$168
Senior Traffic Engineer	$142
Traffic Engineer	$136
Plan Checker	$136
Engineering Associate	$125
Engineering Assistant	$105
Engineering Technician	$89
Surveying	
Project Manager	$168
Survey Analyst	$136
Plan Checker (Subdivision & Survey Document)	$147
Construction Management	
Construction Manager	$160
Resident Engineer	$157
Scheduler/Controller	$136
Senior P.W. Observer	$100
Public Works Observer	$89
Technician	$85
Utilities Coordinator	$115
Program Management	
Project Director	$175
Sr. Program Coordinator	$125
Program Assistant	$105
Labor Compliance Coordinator	$95
Fund Administrator	$125
Community Development & Planning	
Development Services Manager	$175
Planning Manager	$155
Principal Planner	$150
Project Manager	$160
Senior Planner	$137
Associate Planner	$125
Planning Technician	$80

Municipal Engineering Support	
Interim City Manager	$194
Assistant/Deputy City Manager	$173
City Engineer	$160
City Traffic Engineer	$147
Deputy City Engineer	$147
Deputy City Traffic Engineer	$142
Plan Check Engineer	$157
Plan Checker	$136
CIP Manager	$168
Engineering Technician	$89
Building & Safety	
Building Official	$157
Code Enforcement Manager	$155
Plan Check Engineer	$147
Plan Examiner	$136
Code Enforcement Officer	$115
Senior Building Inspector	$115
Building Inspector	$98
Counter Technician	$89
Water/Wastewater/NPDES	
Water Engineer	$158
Program Manager (NPDES)	$175
Senior Water Engineer	$168
Engineering Associate	$125
Engineering Assistant	$105
Architectural Services	
Principal Architect	$180
Development Manager	$180
Senior Architect	$168
Architect	$157
Technician	$145
Administrative & Clerical Services	
Organizer/Supervisor	$100
Administrative Assistant	$85
Clerk Typist	$74
Other Charges	
Delivery	$100
Mileage (Current federal guideline rate @ time of billing)	/Mile
Travel	Cost + 15%
Reimbursements	Cost + 15%

Additional billing classifications may be added to the above list throughout the year as new positions are created. The above schedule is for straight time. Overtime will be charged at 1.5 times. Sundays and Holidays are charged at 2.0 times the standard time.

City of Bell

WILLDAN

WILLDAN ENGINEERING

Schedule of Hourly Rates

Effective June 12, 2017 to June 30, 2018

ENGINEERING	
Technical Aide I	$ 60.00
Technical Aide II	77.00
Technical Aide III	95.00
Drafter I	96.00
Drafter II	112.00
Senior Drafter	124.00
GIS Analyst I	129.00
GIS Analyst II	146.00
GIS Analyst III	160.00
Designer I	129.00
Designer II	134.00
Senior Designer I	141.00
Senior Designer II	148.00
Assistant Engineer I	102.00
Assistant Engineer II	122.00
Assistant Engineer III	128.00
Assistant Engineer IV	133.00
Associate Engineer I	135.00
Associate Engineer II	142.00
Associate Engineer III	149.00
Design Manager	151.00
Senior Design Manager	157.00
Senior Engineer I	152.00
Senior Engineer II	155.00
Senior Engineer III	161.00
Senior Engineer IV	165.00
Supervising Engineer	178.00
Project Manager I	130.00
Project Manager II	158.00
Project Manager III	175.00
Project Manager IV	185.00
Program Manager	185.00
Traffic Engineer I	176.00
Traffic Engineer II	185.00
City Engineer I	185.00
City Engineer II	185.00
Principal Project Manager	185.00
Deputy Director	180.00
Director	180.00
Principal Engineer	180.00

LANDSCAPE ARCHITECTURE	
Assistant Landscape Architect	$112.00
Associate Landscape Architect	129.00
Senior Landscape Architect	141.00
Principal Landscape Architect	160.00
Principal Project Manager	185.00

CONSTRUCTION MANAGEMENT	
Labor Compliance Specialist	$107.00
Labor Compliance Manager	134.00
Utility Coordinator	141.00
Assistant Construction Manager	134.00
Construction Manager	157.00
Senior Construction Manager	165.00
Project Manager IV	185.00
Deputy Director	185.00
Director	185.00

INSPECTION SERVICES	
Public Works Observer I*	$ 83.00
Public Works Observer II*	91.00
Senior Public Works Observer I*	99.00
Senior Public Works Observer II*	110.00
Senior Public Works Observer III*	119.00
Senior Public Works Observer IV*	126.00
Senior Public Works Observer V*	134.00

MAPPING AND EXPERT SERVICES	
Survey Analyst I	$112.00
Survey Analyst II	129.00
Calculator I	112.00
Calculator II	124.00
Calculator III	135.00
Senior Survey Analyst	146.00
Supervisor – Survey & Mapping	165.00
Principal Project Manager	185.00

BUILDING AND SAFETY	
Assistant Code Enforcement Officer	$ 79.00
Plans Examiner Aide	85.00
Assistant Construction Permit Specialist	95.00
Construction Permit Specialist	90.00
Code Enforcement Officer	90.00
Assistant Building Inspector*	107.00
Senior Code Enforcement Officer	112.00
Senior Construction Permit Specialist	112.00
Supervising Construction Permit Specialist	118.00
Building Inspector*	118.00
Supervisor Code Enforcement	129.00
Senior Building Inspector	129.00
Plans Examiner	129.00

BUILDING AND SAFETY	
Supervising Building Inspector	$141.00
Senior Plans Examiner	155.00
Inspector of Record	155.00
Deputy Building Official	155.00
Plan Check Engineer	155.00
Building Official	160.00
Supervising Plan Check Engineer	160.00
Principal Project Manager	185.00
Deputy Director	185.00
Director	185.00

PLANNING	
Community Development Technician	$ 95.00
Planning Technician	95.00
Assistant Planner	118.00
Assistant Community Development Planner	118.00
Associate Community Development Planner	129.00
Associate Planner	129.00
Senior Community Development Planner	146.00
Senior Planner	146.00
Principal Community Development Planner	160.00
Principal Planner	160.00
Planning Manager	180.00
Deputy Director	185.00
Director	185.00

ADMINISTRATIVE SUPPORT	
Administrative Assistant I	$ 70.00
Administrative Assistant II	85.00
Administrative Assistant III	99.00
Project Accountant I	80.00
Project Accountant II	93.00
Project Controller I	99.00
Project Controller II	112.00

Milea ge reimbursement will be charged at the current Federal guideline rate at the time of billing. Vehicles will be cha rged at a monthly rate of $500.00.

* $138 per hour For Prevailing Wage Project

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid June 12, 2017 thru June 30, 2018, thereafter, the rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area, but not more than five percent per year.

COMPREHENSIVE. INNOVATIVE. TRUSTED.

Exhibit C-2

WILLDAN GEOTECHNICAL

WILLDAN

Fee Schedule-Personnel

Effective June 12, 2017 to June 30, 2018

TECHNICAL STAFF	
Geotechnical	
Soil Technician (Non-prevailing Wages)	82.00
Sr. Soil Technician (Non-prevailing Wages)	92.00
Soil Technician (Prevailing Wages)	112.00
Sr. Soil Technician (Prevailing Wages)	112.00
Assistant Engineer III	128.00
Associate Engineer II	142.00
Senior Engineer III	161.00
Assistant Geologist III	118.00
Associate Geologist II	142.00
Senior Geologist III	161.00
Supervising Engineer/Geotechnical Engineer/Geologist	178.00
Principal Engineer/Geologist	185.00
Special Inspection (Concrete, Structural Steel, Welding)	
Special Inspection (Non-Prevailing Wages)	76.00
Special Inspection (Prevailing Wages)	112.00
Supervisor	127.00
Construction Material Engineer	161.00

ADMINISTRATIVE	
Administrative Assistant I	70.00
Administrative Assistant II	85.00
Administrative Assistant III	99.00
Senior Drafter/CAD Operator	124.00
EXPERT WITNESS	
Principal Engineer/Geologist	350.00

taff assignments depend on availability of personnel, site location, and the level of experience that will satisfy the technical requirements of the project and heet the prevailing standard of professional care. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, .0 times the standard rates. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel. Blueprinting, reproduction, hessenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to he direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Mileage/Field Vehicle usage will be harged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation. These labor billing rates will be subjected to a 4% nnual escalation and will be automatically adjusted in the invoices.

COMPREHENSIVE. INNOVATIVE. TRUSTED.

Exhibit C-2

WILLDAN

WILLDAN GEOTECHNICAL

Laboratory Fees

Effective June 12, 2017 to June 30, 2018

IDENTIFICATION AND INDEX PROPERTIES	
In-Situ Moisture and Density (ASTM D2937)	20.00
Grain Size Analysis (ASTM D422) Sieve Only (3" to #200)	70.00
One Point	75.00
Specific Gravity (ASTM D854)	75.00
Sand Equivalent (ASTM D2419)	75.00
Percent Passing #200 Sieve (ASTM D1140)	50.00
Atterberg Limits (ASTM D4318) Multi Point	110.00
Sieve and Hydrometer	120.00

COMPACTION AND BEARING STRENGTH	
Modified Proctor Compaction (ASTM D1557) Method A or B (4" Mold)	165.00
Method A or B (6" Mold)	175.00
Compaction, California 216	180.00
R-Value	250.00
California Bearing Ratio CBR (ASTM D1883) 3 points	450.00

SHEAR STRENGTH	
Torvane/Pocket Penetrometer	15.00
Direct Shear - per point Consolidated-Drained per pt. (ASTM D3080)	85.00
Residual per pt	120.00
Unconfined Compression (ASTM D2166)	120.00
Unconsolidated-Undrained (UU)	150.00

ASPHALT TESTS	
Wash Gradation	100.00
Extraction/Asphalt	185.00
Hveem/Marshall Maximum Density	220.00

CONSOLIDATION/COLLAPSE AND SWELL TESTS	
Additional load increment	25.00
Additional Time rate per load increment	50.00
Single point (collapse test)	50.00
Remolded sample per specimen	50.00
Single Load Swell (ASTM D4546) Ring sample, field moisture	70.00
Ring sample, air dried	70.00
Expansion Index (ASTM D4829/UBC 29-2)	125.00
Consolidation (ASTM D2435) 8 load increments w/one time-rate	160.00

LABORATORY PERMEABILITY	
Constant Head (ASTM D2434)	235.00
Falling Head Flexible Wall (ASTM D5084)	285.00
Triaxial Permeability (EPA 9100)	330.00

CHEMICAL TESTS	
Organic content (ASTM D2974)	70.00
Corrosivity (pH, resistivity, sulfates, chlorides)	165.00

CONSTRUCTION MATERIAL TESTING	
Concrete Test Report	12.00
6 X12 Concrete Cylinder (C39)	25.00
2", 4", 6" Diameter Concrete Cores (Test Only)	25.00
Mortar and Grout, Cylinder and Cubes	25.00
Cylinders Pick-up	45.00
Reinforcing Steel, Tensile and Bend Tests	60.00

Unit rates presented are for routinely performed geotechnical and construction material laboratory tests. Other tests can be performed in our laboratory, including rock core, soil cement, and soil lime tests. Additional tests will be quoted on request. The rates will remain firm for a period of 120 days from the date of this submittal. Unit rates presented herein assume samples are uncontaminated and do not contain heavy metals, acids, carcinogens, or volatile organic compounds that can be measured by an OVA or PID with concentrations greater than 50 ppm. Willdan will not accept contaminated samples. Uncontaminated samples will be disposed of 30 days after presentation of test results. The rates will be subjected to a 4% annual escalation and will be automatically adjusted in the invoices.

COMPREHENSIVE. INNOVATIVE. TRUSTED.

Exhibit C-2

WILLDAN

WILLDAN FINANCIAL

Schedule of Hourly Rates

Effective June 12, 2017 to June 30, 2018

TECHNICAL STAFF	
Assistant Analyst	$ 75.00
Analyst	100.00
Senior Analyst	120.00
Senior Project Analyst	130.00
Project Manager	145.00
Senior Project Manager	165.00
Principal Consultant / Managing Principal	200.00
Group Manager	210.00

Mileage reimbursement will be charged at the current Federal guideline rate at the time of billing. Vehicles will be charged at a monthly rate of $500.00.
* Prevailing Wage Project, Use $116.00

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2014 thru June 30, 2015, thereafter, the rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area, but not more than five percent per year.

City of Rialto

Lockwood Engineering Company

RFP #17-001
PROPOSAL FOR VARIOUS "ON-CALL"
PROFESSIONAL DESIGN AND ENGINEERING SERVICES
PLAN CHECKING

COST PROPOSAL

Plan check services shall be compensated as follows.

Plan Type		Fee per Sheet
Grading Plans		
Rough Grading	$	1,350.00
Precise Grading/Paving		1,550.00
Public Improvement Plans		
Street Improvement Plans (public and private)	$	975.00
Traffic Signage and Striping		975.00
Traffic Signal		1,500.00
Sewer Improvement		975.00
Street Light		975.00
Water Improvement		975.00
Storm Drain Improvement		975.00
Landscape & Irrigation		975.00
Subdivision Final Maps		
Residential Parcel Maps (<5 parcels)	$	1,500.00
Tract Maps & Commercial Parcel Maps		3,600.00 + $120.00/lot

Study Type		Fee per Report
Hydrology Studies (review during entitlement process)		
Project has no offsite tributary area	$	1,875.00
Project has tributary area < 10 acres		2,340.00
Project has tributary area 10 – 100 acres		3,000.00
Project has tributary area > 100 acres		3,900.00
Hydrology or Hydraulic Studies (Final Engineering)		
Parcel size less than 1 acre	$	2,100.00
Parcel size 1 – 5 acres		2,700.00
Parcel size 5 acres or more		4,000.00

Studies/Reports		Fee per Report
Traffic Studies		
Traffic Exempt Letter	$	780.00
Focused Traffic Study		3,060.00
Horizon Level Traffic Study (5-mile radius)		4,620.00
Sewer Studies		2,580.00
Water Quality Management Plans		
Parcel size less than 1 acre	$	2,400.00
Parcel size 1 - 5 acres		3,400.00
Parcel size 5 acres or more		4,500.00

Legal Description Reviews		Fee per Item
Legal Description Reviews		
Lot Line Adjustment / Parcel Mergers	$	2,700.00
Right-of-Way Dedication or Vacation		1,500.00
Public Easements		1,500.00

Revisions		
Revisions to Approved Plans	$	950.00
(fee for significant plan changes to be determined at submittal)		

Expedited Plan Check Fee = 150% of Standard Rate

Fees include 3 full plan checks and a "signature" check. Fourth and subsequent re-submittal plan checks will be charged on a time and materials basis.

Invoicing Schedule
Invoices for payment of plan check services itemized above will be submitted for payment on the following schedule.

First Plan Check	75%
Second Plan Check	-
Third Plan Check	25%

In the event a plan check item is not resubmitted for a second review after 6 months following the initial plan check, the item will be considered "dead", and it is assumed the City will refund the remaining 25% of plan checking fee back to the developer. In the event a plan check item is resubmitted for a second and/or third review, and the project is withdrawn by the developer, the 25% remaining plan check fee will be invoiced as if the project was completed.

Professional Services Hourly Rate Schedule
Professional services requested by the City Engineer which are not included in the fixed-fee per sheet cost shall be compensated on a time and materials basis in accordance with this Hourly Rate Schedule, unless negotiated otherwise.

Classification	Hourly Rate
Principal Engineer (P.E.)	$ 215.00
Senior Engineer (P.E.)	185.00
Senior Engineering Technician	155.00
Engineering Technician	140.00
Administrative Services Manager	90.00

Reimbursement for materials, reproduction, and deliveries associated with time and materials based services will be invoiced on a cost plus 20% basis.

City of South Pasadena

EXHIBIT B

FEE SCHEDULE

Alpha Avenue (Camino Lindo to Valley View) & Camino Del Sol (St. Albans to Via Del Rey)

PROJECT 01					100 working days
Alpha Avenue (Camino Lindo to Valley View) and Camino Del Sol (St. Albans to Via Del Rey)					
Staff	Hourly Rate	Estimated hours per phase:			Totals
		Pre-Construction	Construction	Post-Construction	
Project Manager	$160	2	6	2	$1,600
Construction Manager	$145	3	100	10	$16,385
Construction Inspector	$125	10	770	10	$98,750
				Estimated Subtotal	**$116,735**

Bushnell Avenue (Oak Street to Huntington Drive) & Diamond Avenue (Monterey Road to Lyndon Street)

PROJECT 02					90 working days
Bushnell Avenue (Oak to Huntington)and Diamond Avenue (Monterey to Lydon)					
Staff	Hourly Rate	Estimated hours per phase:			Totals
		Pre-Construction	Construction	Post-Construction	
Project Manager	$160	2	6	2	$1,600
Construction Manager	$145	2	140	10	$22,040
Construction Inspector	$125	10	720	10	$92,500
				Estimated Subtotal	**$116,140**

City Council Agenda Report

Agenda Item No. 9.a.

DATE: June 23, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: FISCAL YEAR 2020-21 ANNUAL BUDGET

SUMMARY: Each year the City performs budget workshop sessions to review the proposed annual budget for the new fiscal year. As part of the budget workshop, a presentation of the preliminary FY 2020-21 annual budget is provided in order to review, discuss, and adjust, as necessary, to arrive at a final budget for Council adoption.

RECOMMENDATION: Staff recommends that the City Council review the preliminary 2020-21 annual budget, discuss the recommendations made, provide feedback, and give direction to finalize the budget for adoption.

FISCAL IMPACT: The fiscal impact will result at the time of the Council adoption of the budget.

DISCUSSION: The budget development process was done through a “zero based budget” model where revenues, expenses, and capital expenditures were examined starting with the current FY 2019 -20 budget, recorded results, and forecasts to arrive at the end of the fiscal year in order to capture operating requirements. This information was then used as a starting point in the development of the FY 2020-21 budget. Each department’s key personnel went through one or more internal review sessions with the City Manager, Interim Finance Director, and Interim Accounting Manager where FY 2020-21 proposed activity was reviewed, discussed, and adjusted, when required. With that foundation in place, each department’s needs were reviewed, discussed, and justified. The end result is to provide at a budget developed to serve the needs of the community within the resources that are available. Following the newly enacted Financial Policies, the goal is to present a budget for adoption by June 30th.

Some of the more notable items for discussion are the initiatives identified that will aid in maintaining the financial health of the City. These initiatives have been grouped into four categories for discussion. Some of these initiatives are recommended for implementation this year, while others may be addressed at a future time, depending on Council's direction.

INITIATIVE CATEGORY #1 – COST CONTAINMENT

Item #1: INSURANCE

The City currently obtains its insurance through the California Joint Powers Authority (CJPIA). We have been experiencing large premium increases the last three years, as well as, this upcoming budget year. The four-year increase is $222,972 (56%). Staff is requesting to pursue cost savings opportunities including 1) Examining existing coverages and deductibles with the CJPIA. 2) Exploring joining another JPA insurance pool. 3) Evaluating obtaining standalone insurance coverage. Expected future savings to be in the range of $100,000 - $200,000 annually.

Item #2: POLICE SERVICES

The City is under contract with LA County Sheriff to provide police services. This includes patrol service, school-based program, and various additional discretionary services for extra events and saturation patrol services. In examining the budgets for the past four years and this coming year there has been a 5-year increase of $794,294 (16%). Since the FY 2020-21 proposed budget of $5,624,256 is a substantial General Fund item, it merits further cost analysis and service level discussion.

INITIATIVE CATEGORY #2 – LIABILITY MANAGEMENT

Item #1: UNFUNDED PENSION LIABILITY

The City has an unfunded pension liability of $8.7 million covering the three CalPERS pension plans currently enrolled in. This pension liability was created by CalPERS, through no fault of the City, since investments under their control were not performing up to their forecasting earnings projections. This inability to earn the forecasted investment income results in a pension shortfall that the City is responsible for making up the difference. The City is currently paying each year an additional makeup payment to address the CalPERS shortfall. We elected the longest payment schedule of 25 years. For the 25 years to pay off the $8.7 million amount owed an additional $7.3 million in interest will be incurred. In order to better handle this pension liability timelier, Staff is requesting the ability pursue three funding strategies to reduce the interest to be paid and time to complete the payment on this obligation.

Item #2: Other Post-Employment Benefits (OPEB)

Other Post-Employment Benefits consist of a lifetime medical benefit for eligible employees that are 50 years and older with 5 or more years of CalPERS benefits at retirement. There are currently 59 eligible employees and others will qualify over time. The latest actuary report consisting of 2018 data reflects an unfunded liability the City owes $1.6 million that has not been funded for. Staff has recommended that an IRS Section 115 Trust be established so that the City has a funding mechanism to set aside funds that will be needed to pay this obligation.

INITIATIVE CATEGORY #3 – REVENUES

Item #1: USER FEES FOR SERVICES

In 2017 the Matrix Group completed the latest user fee study. This identified an estimate of approximately $650,000 in net revenue under collections for fees charged for services rendered. This leaves less funds available to meet community needs as the General Fund is subsidizing the difference between what is charged versus the properly established fee to cover the cost of City services being provided. Staff is recommending a new study be initiated to provide a revised baseline on what the fees should be charged for services provided. In order to examine each fee to determine what changes are warranted to reduce the General Fund subsidizing services provided. This would also include an Annual Posting of the fees and updating for a CPI inflation adjustment.

Item #2: BUSINSESS LICENSE FEES

The City has a Business License Fee Program that has been established to register businesses that may have an impact on the health, welfare, or safety to the public. Currently there are 2,196 registered in the City. The fees charged depend on the type of license required and range from $25 to $1,500. There are five different categories of licenses, depending on the activity. The forecasted revenue for this current fiscal year ending June 30, 2020 is $330,000. The fees for this program have not been previously evaluated for cost recovery and benchmarked with other cities. Staff is recommending that the Business License Fees being examined in conjunction with the User Fees in the same study.

Item #3: UTILITY USERS TAX (UUT)

The City does not currently have a Utility Users Tax (UUT). This is a major tax revenue employed by many cities. In Los Angeles County, 50 out of the 88 cites have legislated a UUT. The rates in Los Angeles County range from 1% to 11%. The UUT is applied to electricity, water, gas, cell phones, landline phones, and cable service. For example, in the city of Covina, the 6% UUT rate provides $4.6 million in tax revenue annually. Staff is recommending that this item be considered for study and reporting out the results to Council. The timing of enacting any legislation should be gauged against the state of the economy.

Item #4: TRANSACTION TAX

Under California law, the maximum sales and use tax rate is 10.25%. The City's current sales and use tax rate is 10%, which is .25% (1/4 penny) under the rate cap. 21 out of the 88 cites (24%) have legislated the 10.25% sales and use tax rate. A previous study conducted by the City estimated an additional tax rate of $1 million per year by increasing .25% the sales & use tax rate. Previous outreach in 2019 reflected an overall favorable community support. This item was reviewed by Council on December 3, 2019. Staff is requesting Council to reevaluate this initiative for possible placement on the November 2020 ballot. It is also recognized that due to COVID-19 that timing of this initiative could also be deferred until further recovery of the economy.

INITIATIVE #4: OTHER INITATIVES

During the internal budget review process there are four areas where potential for savings opportunities were identified.

COST REDUCTION ACTIVITES

1. Printer & Photocopy Contract: The City is currently on a month-to-month agreement for printer and copier documents produced. A cost is charged along with the City paying for paper and toner. Options to be reviewed include a new service agreement, equipment leasing or equipment purchase.

2. Landline Phone Service Contract: The City currently has an agreement that covers that cost of calls made. At the time it was entered into this was a better rate than provided by the major phone carriers. However, in light of changes in the telephone industry, this needs to be reassessed to determine if competitive pricing is still being obtained.

3. The City Cell Phone Program: The City currently does not have a master service agreement with one of the major cell phone service providers. Typically, when all phones are bundled by the same carrier under a master plan, the rate is cheaper through purchasing power and shared pooling of minutes utilized. Staff will investigate what savings can be achieved through an integrated pooled plan program.

4. The City Fleet: The City has several vehicles that are nearing the end of their useful life. Many cities have entered into agreements with automotive leasing companies to lease vehicles. This provides for a lower overall monthly cost, less maintenance, and improved reliability. This will be explored to see if makes sense for vehicle replacement as they arise.

TAX REVENUES

1. Warehouse Parcel Tax: Many cities have enacted parcel taxes on warehouse operations. The basis of the tax is on a cost per square foot of the building. In some jurisdictions, the taxes are enacted to recognize the extra city requirements in public safety and code enforcement.

2. Sewer Assessment: Currently, the City collects a sewer assessment fee on each parcel with is collected by Los Angeles County and then remitted to the City. The funds collected annually are approximately $390 thousand. These funds are set aside to address long-term sewer replacement and major sewer repairs. An assessment should be performed to determine if this level of assessment is still required and whether the funding source could be legislated to encompass additional community needs.

ATTACHMENTS:

Attachment A - Presentation

Attachment B - 2020-2021 Budget

ATTACHMENT A

CITY OF SOUTH EL MONTE

Budget Study Session
Proposed FY 2020-21 Annual Budget

June 22, 2020

OVERVIEW

- FY 19-20 Projected Results
- FY 20-21 Budget Plan
- City Initiatives
  - Cost Containment
  - Liability Management
  - Revenue Enhancements
  - Other Initiatives Requiring Study

FISCAL YEAR 2019-2020
PROJECTED YEAR END RESULTS
(IN $MILLIONS)

Description	12 Months Budget	12 Months Forecasted	12 Months Variance	% Variance
General Revenues	$15.0	$14.2	$0.8	5.3%
Special Revenues	12.6	3.1	9.5	75.4%
Total Revenues	27.6	17.3	10.3	37.3%
General Expenditures	15.9	14.7	1.2	7.6%
Special Expenditures	12.4	1.2	11.2	90.3%
Total Expenditures	28.3	15.9	12.4	43.8%
Net Activity	$(0.7)	$1.4	$(2.1)	300.0%

COVID19 Impact is that general revenues were lower by $0.8 million but the general expenditure saving was $1.2 million for a net saving of $0.4 million.

The City was not able to carry out many of its special revenue funds' activities due to staff turnover and the impact COVID19 requiring employees as well as contractors to defer normal activities.

BUDGET PLAN SUMMARY
FISCAL YEAR 2020-21

Fund Type	Available Fund Balance as of 6/30/2020	Budgeted Revenues	Budgeted Expenditures	Available Fund Balance as of 6/30/2021
Government	$5,336,850	$14,215,256	$16,281,484	$3,270,622
Special Funds	11,615,867	7,152,399*	4,687,236	14,081,030
Total	$16,952,718	$21,367,655	$20,968,720	$17,351,653

- 6/30/2020 Estimated fund balances for the following funds were deferred and recognized in Fiscal 2020-21:
  - Funds 07 – Road Maint. Rehab. Acct. Fund (SB1)
  - Fund 37 – Measure M Fund
  - Fund 38 – Prop C Fund
- Covid 19 Impacts have been identified in lower sales tax projections of $400,000. Decreased programming in Parks & Recreation and Police supplemental services are somewhat offset by increased costs in Senior Services Nutrition Program.

MAJOR EXPENDITURES FOR FY 2020-21

	FY 20-21	One Year Increase
CalPERS Unfunded Pension Liability*	$500,000	None**
Insurance Through CJPIA	$620,749	$135,848
Sheriff's Department Contract	$5,624,256	$ 79,309

Each of these three major costs areas merit further review.

** Last year paid $509 thousand.

EQUIPMENT & IMPROVEMENTS FY 2020-21

DEPARTMENT	DESCRIPTION	AMOUNT
City Council	Office Equipment	6,000
Public Safety	Dept. Requested Patrol Equipment	4,650
City Clerk	Lap top computers	3,000
Management	Office Equipment	1,000
EOC	Storage Shed	5,000
Senior Services	Gym Equipment, Table & Chairs	35,000
Parks and Rec.	Miscellaneous	250
Youth Sports	Safety equipment for Day Camp	1,500
MVD Park	Lighting upgrades for basketball	3,000
City Hall	Sump pump, electrical, AC system	28,000
Landscape	Trencher, chain saws, mowers, trimmers	22,000
Vehicle Maintenance	Ford F150 Work Truck	50,000
Community Center	Roofing and Electrical Service	39,000
Senior Center	Patio Cover	7,000
Mini Center	Roof for Bungalows	33,000
New Temple Park	Lights for ball Field & Roofing	35,000
Streets Division	Roof, Blowers, Trimmers & Equipment	9,300
Streets Division	Street stripping and signs	55,000
Maintenance Yard	Employee Lockers	14,000
Maintenance Yard	Roof, iron gate and lighting	13,000
Shively Park	Transformer	3,500

COST CONTAINMENT INITIATIVES

- Insurance
- Police Services

INSURANCE

- The City obtains its insurance as a member of the California Joint Powers Insurance Authority (CJPIA)
  - Founded in 199789
  - There are 120 public entities
  - Established for government members to realize premium savings and sharing the burden in managing claim losses.
- The City has been experiencing premium increases that merit evaluating ways to reduce costs. The premiums for the last three years and next year's budget are as follows:
  - FY 2017-18 $397,777
  - FY 2018-19 $449,728
  - FY 2019-20 $484,901
  - FY 2020-21 $620,749

Total Increase $222,972 (56%)

INSURANCE

- CJPIA has been experiencing increasing claims and rising insurance premiums leading to higher overall costs for members:
  - Town of Apple Valley was found liable in a $60 million wrongful death jury award
  - LA County Sherriff contract cities insurance coverage is included in CJPIA. Public safety is a key driver to rising insurance costs.
- City Staff will be examining cost savings opportunities:
  - Examine existing coverages and deductibles with the CJPIA
  - Explore the premium costs of joining another JPA insurance pool
  - Evalute obtaining stand alone coverage
- In order to explore all potential cost savings an opt out one year written notice is required. The normal opt out would be exercised effective 6/30/2021.
- Due to City's favorable claims history, estimated annual savings will range between $100,000 - $200,000, which would be effective FY 2021-22.

FIVE YEAR BUDGETED SHERRIFF COSTS

	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21
General Law Enforcement	3,967,817	4,206,224	4,314,360	4,526,192	4,778,220
School Based Program	163,226	87,832	98,265	187,904	201,220
Liability Insurance	392,449	437,778	453,008	518,551	572,636
Office Equipment	69,650	69,650	9,300	9,300	4,650
Base Contract Total	4,593,142	4,801,484	4,874,933	5,241,947	5,556,726
Additional Discretionary	236,820	305,510	310,897	303,000	67,530
Grand Total	4,829,962	5,106,994	5,185,830	5,544,947	5,624,256
Number of Personnel	18.0	17.5	17.5	18.0	18.0

5 Year increase of $794,294 – 16.4%

LIABILITY MANAGEMENT INITIATIVES

- Unfunded Pension Liability
- Other Post Employment Benefits (OPEB)

UNFUNDED PENSION LIABILITY

- An unfunded pension liability of **$8.7 million** exists since CalPERS has been unable to achieve their forecasted rate of return due to market conditions and portfolio decisions.
- The City is responsible for making up the difference when CalPERS does not reach their forecasted rates of return.
- CalPERS projected 7.25% portfolio earnings while the actual rates of return over the past five years is 5.4%. This difference in CalPERS portfolio earnings contributes to the City's unfunded pension liability.
- The City is currently paying the normal pension contribution on employees wages and a portion of the unfunded pension liability each year.

UNFUNDED PENSION LIABILITY

CalPERS Pension Plans	Pension Benefit Per Year of Service	City Unfunded Pension Liability	Total City Employee Participants	% Plan Funded Per CalPERS
Miscellaneous Employees (Classic)	2.5% @ 55	$8,681,898	178	71.1
Miscellaneous Employees–Tier 2	2% @ 60	7,786	5	91.9
PEPRA Miscellaneous Employees	2% @ 62	36,189	14	91.8
Totals		$8,725,873	197	71.2

UNFUNDED PENSION LIABILITY

- There are 3 strategies for handling the unfunded pension liability.
  1. Pay CalPERS following their payoff options of 25, 15, & 10 years.
     - The longer the payoff period the more interest that is incurred.
     - The City is following the 25 year payoff option, which results in largest interest payment of approximately $7.3 million on a $8.7 million dollar unfunded pension liability.
  2. Establish an IRS Section 115 Trust for prefunding of the pension by setting aside additional contributions each year.
  3. Issue Pension Obligation Bonds to payoff the existing CalPERS liability. Interest on bonds is normally less than what is charged by CalPERS.
- Staff will undertake and presented to City Council a report on the various strategies and a recommended course of action to be taken during the upcoming year.

OTHER POST EMPLOYMENT BENEFITS (OPEB)

- Other Post Employment Benefits consist of a lifetime medical benefit for eligible retirees that are age 50 years and older with 5 more or more years of CalPERS service with the City at the time of their retirement.
- The current monthly benefit rate paid to CalPERS is $139 on behalf of eligible employees electing CalPERS medical coverage. There are currently 59 eligible employees.
- The most recent actuary report completed in June 2019, with a measurement date of June 30, 2018, reflects an unfunded liability of $1.6 million.
- An updated actuary report has been requested with an estimated August 2020 completion date, this will likely reflect a larger liability amount.
- So far no funding plan has been set up to reduce this liability.
- A staff report recommending the establishment of an IRS Section 115 Trust will be brought forward to Council in order to properly fund the OPEB liability.
  - Different organizations that administer Section 115 Trusts will be researched.
  - Staff will provide service provider options and recommendations to Council
  - Upon determination of the annual funding requirement, a budget amendment will be made for funding in the FY 2020-21 budget.

REVENUE INITIATIVES

- User Fees for Service
- Business License Fees
- Utility Users Tax (UUT)
- Transaction Tax

USER FEES FOR CITY PROVIDED SERVICES

- In 2017 the Matrix Group completed the latest user fee study.
  - Identified an estimated $650,000 in net under-collections, which means the General Fund is subsidizing fees for services provided to users. This leaves less funds available for the community needs.
  - Fee schedule posted on the City website has not been updated since January 2018.
  - There is no annual CPI adjustment or inflation protection to address cost of service increases the General Fund is absorbing each year.
- Current Actions Required:
  - Recommend fees be updated by 1.9% for the annual CPI adjustment.
  - Fee Schedule to be updated and posted to reflect newly approved fees.
  - Budget $25,000 for an updated fee study to be completed prior to next fiscal year.
  - Results to be presented to City Council for review and inclusion in the 2021-22 Fiscal Budget or an earlier adoption via budget amendment.

BUSINESS LICENSE FEE PROGRAM

- City Ordinance established the Business License Program following Los Angeles County guidelines.
- Businesses that may have an impact on the health, welfare, or safety of the public are required to obtain a license upon starting a business in the City and annually thereafter.
- Since 1996 the City has used HDL proprietary software to process business licenses with a Finance Department employee performing the work at a total estimated annual total cost of $60,000.
- In October 2014 the City outsourced the function to HDL to perform billing, collections, and compliance. The annual contract cost is $35,000.
- Prior to HDL administering the program there was a high degree of non-compliance.
  - 1,280 businesses were registered with the City, while the State Board Equalization had 2,267 registered businesses within City limits
  - HDL has increased the compliance rate to where there are now 2,196 business registered.

BUSINESS LICENSE FEE PROGRAM

- The Business License Fee Program revenues are budgeted for $330,000 with rates varying from $25 to $1,500 depending on the size and type of business.
- There are five business license categories:
  - Food & Alcohol Establishments
  - Contractors
  - Business Registration
  - Rental properties
  - Home based businesses
- HDL performs verifications on businesses for employee headcounts and classifications to ensure compliance for reporting and amounts owed.
- Current fees being charged have not been evaluated to ensure they are sufficient to cover the cost of the program administration and enforcement.
- Business License Fees will be examined as part of a proposed fee study to identify appropriate rates for cost recovery and a comparison to other cities.

UTILITY USERS TAX (UUT)

- The City does not have a Utility Users Tax
- There are 88 cities in Los Angeles County
  - 50 out of 88 (57%) have UUT
  - Tax Rates range from 1% to 11%
- Utility User Tax Revenues for illustrative cities based upon 2017-18 FY available data is as follows:

Cudahy:	8% Rate	$ 970,000
El Monte:	7% Rate	$6,644,000
Sierra Madre:	10% Rate	$2,500,000
Covina	6% Rate	$4,600,000
Lawndale	5.5% Rate	$1,846,000

- Typical exemptions from paying UUT are low income & disabled persons
- Requires a study, outreach, and voter approval

TRANSACTION TAX

- Under California law the maximum sales and use tax rate is 10.25%.
- The City's current sales and use tax rate is 10.0%, which is .25%(¼ penny) under the rate cap.
- The remaining available .25% can be programmed as a transaction tax.
- 21 out of 88 cities in LA County (24%) have already passed legislation providing for the 10.25% sales and use tax rate.
- An estimated $1 million in additional tax revenue would be realized.

TRANSACTION TAX

- A survey performed in 2019 reflected overall favorable community support.
- On December 3, 2019 a report to pursue a ballot initiative was brought to City Council for approval.
- City staff is requesting Council direction to reevaluate the implementation of the .25% transaction tax for placement on the November 2020 ballot.
- Estimated one-time costs to be programmed would be $25,000 for Public Education Services and mailing with translation.

OTHER INITIATIVES REQUIRING STUDY

- Cost Reductions
- Tax Revenues

OTHER INITIATIVES REQUIRING REVIEW

- Cost Reduction Activities
  - Printer & Copier service agreement
  - Landline phone services agreement
  - Cell phone contract pooling plan
  - Vehicle leasing versus purchase program
- Taxation Revenues
  - Warehouse Parcel Taxes
  - Sewer Assessment Fee

ATTACHMENT B

City of South El Monte
Fiscal 2020-2021 Proposed Budget
General Fund Estimated Revenues

ACCOUNT	FY 18-19 Approved	FY 18-19 Actual	FY 19-20 Approved	FY 19-20 Actual	FY 20-21 Requested	FY 21-22 Forcasted	FY 22-23 Forcasted	FY 23-24 Forcasted	FY 24-25 Forcasted
4105 - PROPERTY TAX-AB 1197	$ 867,000	$ 971,976	$ 890,000	$ 1,032,136	$ 912,533	$ 929,691	$ 946,293	$ 964,745	$ 985,458
4110 - CH 1005-MOTOR VECHICLE	$ 2,400,000	$ 1,240,786	$ 2,594,700	$ 2,594,700	$ 2,732,773	$ 2,830,880	$ 2,926,280	$ 3,032,212	$ 3,105,165
4115 - TRANSFER TAX	$ 57,000	$ 62,963	$ 55,000	$ 97,081	$ 75,000	$ 76,500	$ 78,030	$ 79,591	$ 81,182
4120 - SALES TAX	$ 5,113,176	$ 4,811,525	$ 5,102,659	$ 4,921,330	$ 4,740,000	$ 4,834,800	$ 4,931,496	$ 5,030,126	$ 5,130,728
4121 - MEASURE R HALF CENT	$ 2,050,000	$ 2,734,278	$ 2,100,000	$ 2,100,000	$ 2,113,000	$ 2,155,260	$ 2,198,365	$ 2,242,333	$ 2,287,179
4125 - FRANCHISE TAX	$ 440,000	$ 432,446	$ 440,000	$ 440,000	$ 440,000	$ 440,000	$ 440,000	$ 440,000	$ 440,000
4130 - WASTE FRANCHISE	$ 410,000	$ 440,032	$ 410,000	$ 433,189	$ 410,000	$ 410,000	$ 410,000	$ 410,000	$ 410,000
4135 - TRANSIENT TAX	$ 250,000	$ 273,559	$ 250,000	$ 215,895	$ 220,000	$ 224,400	$ 228,888	$ 233,466	$ 238,135
4205 - BUSINESS LICENSE	$ 165,000	$ 375,563	$ 370,000	$ 328,783	$ 330,000	$ 336,600	$ 343,332	$ 350,199	$ 357,203
4207 - SB 1186 FEES	$ 2,500	$ 1,591	$ 2,000	$ 51	$ 2,000	$ 2,040	$ 2,081	$ 2,122	$ 2,165
4210 - BUSINESS REGISTRATION	$ 265,000	$ 37,352	$ 40,000	$ -	$ -	$ -	$ -	$ -	$ -
4215 - CONTRACTORS REGISTRATION	$ 32,000	$ 13,166	$ 15,000	$ -	$ -	$ -	$ -	$ -	$ -
4220 - RENTAL LICENSE	$ 22,000	$ 8,581	$ 10,000	$ -	$ -	$ -	$ -	$ -	$ -
4225 - TOW FEES	$ 15,000	$ 2,940	$ 3,500	$ 1,680	$ 2,000	$ 2,040	$ 2,081	$ 2,122	$ 2,165
4227 - PARKING PERMITS	$ -	$ 100	$ -	$ 25	$ -	$ -	$ -	$ -	$ -
4230 - PUBLIC WORKS PERMIT	$ 175,000	$ 105,548	$ 115,000	$ 152,230	$ 152,000	$ 155,040	$ 158,141	$ 161,304	$ 164,530
4235 - ELECTRICAL PERMITS	$ 43,000	$ 89,392	$ 90,000	$ 37,942	$ 40,000	$ 40,800	$ 41,616	$ 42,448	$ 43,297
4236 - ELECTRICAL PERMITS RES	$ -	$ 3,178	$ 3,500	$ 581	$ 1,000	$ 1,020	$ 1,040	$ 1,061	$ 1,082
4240 - MECHANICAL PERMITS	$ 18,000	$ 25,059	$ 25,000	$ 30,583	$ 31,000	$ 31,620	$ 32,252	$ 32,897	$ 33,555
4241 - MECHANICAL PERMITS RES	$ -	$ 1,587	$ 1,500	$ 461	$ 1,000	$ 1,020	$ 1,040	$ 1,061	$ 1,082
4245 - PLUMBING PERMITS	$ 40,000	$ 72,726	$ 60,000	$ 84,754	$ 85,000	$ 86,700	$ 88,434	$ 90,203	$ 92,007
4246 - PLUMBING PERMITS RES	$ -	$ 2,819	$ 3,000	$ 1,035	$ 1,000	$ 1,020	$ 1,040	$ 1,061	$ 1,082
4250 - BUILDING PERMITS	$ 275,000	$ 562,014	$ 525,000	$ 691,341	$ 691,000	$ 704,820	$ 718,916	$ 733,295	$ 747,961
4252 - SB 1473 SURCHARGE	$ 400	$ 535	$ 500	$ 262	$ 1,000	$ 1,020	$ 1,040	$ 1,061	$ 1,082
4255 - SEWER PERMITS	$ 4,000	$ 1,055	$ 1,000	$ 1,545	$ 1,500	$ 1,530	$ 1,561	$ 1,592	$ 1,624
4260 - GRADING	$ 5,000	$ 20,120	$ 5,000	$ 270	$ 1,000	$ 1,020	$ 1,040	$ 1,061	$ 1,082
4263 - ENCROACHMENT PERMIT	$ 50,000	$ 111,859	$ 75,000	$ 121,455	$ 121,000	$ 123,420	$ 125,888	$ 128,406	$ 130,974
4265 - STRONG MOTION FEES	$ 100	$ 132	$ 50	$ 2,153	$ 2,200	$ 2,244	$ 2,289	$ 2,335	$ 2,381
4270 - STORAGE OF PERMITS	$ 3,000	$ 2,126	$ 2,000	$ 1,029	$ 1,000	$ 1,020	$ 1,040	$ 1,061	$ 1,082
4271 - FORECLOSURE REGIS.FEE	$ 7,000	$ 7,119	$ 6,500	$ 5,865	$ 6,000	$ 6,120	$ 6,242	$ 6,367	$ 6,495
4272 - HOME FRCLSRE PROCSSG.FEE	$ 3,000	$ 4,920	$ 4,000	$ 3,910	$ 4,000	$ 4,080	$ 4,162	$ 4,245	$ 4,330
4273 - HOME FORECLOSURE PENALTY	$ 100	$ 10,750	$ 100	$ -	$ -	$ -	$ -	$ -	$ -
4275 - DEVELOPMENT	$ 50,000	$ 65,760	$ 50,000	$ 122,923	$ 123,000	$ 125,460	$ 127,969	$ 130,529	$ 133,139
4280 - INDUSTRIAL WASTE PERMITS	$ 65,000	$ 55,430	$ 60,000	$ 52,432	$ 52,000	$ 53,040	$ 54,101	$ 55,183	$ 56,286
4282 - NPDES	$ 5,000	$ 9,386	$ 7,000	$ 12,318	$ 12,000	$ 12,240	$ 12,485	$ 12,734	$ 12,989
4285 - DOG LICENSE	$ 30,000	$ 31,919	$ 30,000	$ 29,225	$ 30,000	$ 30,600	$ 31,212	$ 31,836	$ 32,473
4290 - CANVASSING	$ -	$ 119	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4295 - MISC PERMIT	$ 1,000	$ 3,680	$ 1,500	$ 1,873	$ 2,000	$ 2,040	$ 2,081	$ 2,122	$ 2,165
4305 - PENALTY	$ 12,000	$ 2,097	$ 3,000	$ 932	$ 1,000	$ 1,020	$ 1,040	$ 1,061	$ 1,082
4310 - FINES & FORFEITURES	$ 20,000	$ 23,963	$ 20,000	$ 4,480	$ 5,000	$ 5,100	$ 5,202	$ 5,306	$ 5,412
4330 - APPEALS TO DECISIONS	$ -	$ 4,002	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4335 - PARKING VIOLATIONS	$ 200,000	$ 206,150	$ 190,000	$ 170,120	$ 170,000	$ 173,400	$ 176,868	$ 180,405	$ 184,013
4350 - ADMIN CITATION FEES	$ 25,000	$ 48,420	$ 35,000	$ 17,000	$ 17,000	$ 17,340	$ 17,687	$ 18,041	$ 18,401
4405 - INTEREST INCOME	$ 10,000	$ 29,011	$ 10,000	$ 26,097	$ 26,000	$ 26,520	$ 27,050	$ 27,591	$ 28,143
4415 - RENTS	$ 50,000	$ 49,794	$ 50,000	$ 37,048	$ 50,000	$ 51,000	$ 52,020	$ 53,060	$ 54,122

City of South El Monte
Fiscal 2020-2021 Proposed Budget
General Fund Estimated Revenues

ACCOUNT	FY 18-19 Approved	FY 18-19 Actual	FY 19-20 Approved	FY 19-20 Actual	FY 20-21 Requested	FY 21-22 Forcasted	FY 22-23 Forcasted	FY 23-24 Forcasted	FY 24-25 Forcasted
4502 - PLANNING FEES	$ 45,000	$ 146,254	$ 75,000	$ 69,170	$ 70,000	$ 71,400	$ 72,828	$ 74,285	$ 75,770
4504 - SALES OF PUBLICATIONS	$ 500	$ 278	$ -	$ 125	$ -	$ -	$ -	$ -	$ -
4507 - NEWSLETTER ADVERTIS'G REV	$ 200	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4508 - DAY CAMPS/AFTER SCHOOL PG	$ 25,000	$ 43,763	$ 10,000	$ 8,470	$ 10,000	$ 10,200	$ 10,404	$ 10,612	$ 10,824
4510 - SWIM TEAM	$ 1,100	$ 1,946	$ 1,000	$ 1,270	$ 500	$ 1,000	$ 1,020	$ 1,040	$ 1,061
4512 - BASKETBALL	$ 17,000	$ 16,280	$ 17,000	$ 16,175	$ 8,500	$ 17,000	$ 17,340	$ 17,687	$ 18,041
4514 - T-BALL	$ 8,000	$ 5,891	$ 7,000	$ 5,775	$ 3,500	$ 7,000	$ 7,140	$ 7,283	$ 7,428
4520 - EXCURSION-SENIOR CTR	$ 2,000	$ 2,967	$ 1,500	$ 1,695	$ 750	$ 1,500	$ 1,530	$ 1,561	$ 1,592
4522 - SPL EVENTS/EXCURSION-REC.	$ 2,200	$ 3,506	$ 2,500	$ 2,335	$ 1,250	$ 2,500	$ 2,550	$ 2,601	$ 2,653
4532 - ZUMBA/GYMNASTICS	$ 1,400	$ 836	$ 500	$ 532	$ 250	$ 500	$ 510	$ 520	$ 531
4536 - KARATE	$ 300	$ 4,423	$ 1,000	$ 2,630	$ 500	$ 1,000	$ 1,020	$ 1,040	$ 1,061
4540 - PRESCHOOL PREP CLASS	$ -	$ (28)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4551 - SANTA'S TOY DRIVE DONAT'N	$ 17,000	$ 19,600	$ 17,000	$ 17,927	$ 17,000	$ 17,340	$ 17,687	$ 18,041	$ 18,401
4552 - JULY 4TH DONATIONS	$ -	$ 6,038	$ 6,038	$ -	$ -	$ 6,000	$ 6,120	$ 6,242	$ 6,367
4554 - FACILITY RESERVATIONS	$ 60,000	$ 42,897	$ 40,000	$ 35,988	$ 20,000	$ 40,000	$ 40,800	$ 41,616	$ 42,448
4555 - PATRIOTIC COMMISSION DONA	$ 200	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4558 - RECREATION SWIM	$ 8,000	$ 6,723	$ 8,000	$ 5,246	$ 4,000	$ 8,000	$ 8,160	$ 8,323	$ 8,490
4560 - SWIM LESSON	$ 20,000	$ 21,200	$ 20,000	$ 16,504	$ 10,000	$ 20,000	$ 20,400	$ 20,808	$ 21,224
4562 - BOXING REGISTRATION	$ 16,000	$ 18,239	$ 16,000	$ 13,208	$ 8,000	$ 16,000	$ 16,320	$ 16,646	$ 16,979
4563 - BOXING DONATIONS	$ 1,500	$ 5,500	$ 1,500	$ -	$ 750	$ 1,500	$ 1,530	$ 1,561	$ 1,592
4595 - YOUTH SNACK BAR SALES	$ 1,000	$ 577	$ 500	$ -	$ 250	$ 500	$ 510	$ 520	$ 531
4605 - MOTOR VEHICLE IN LIEU	$ 11,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4606 - PROP TAX IN LIEU OF VLF	$ -	$ 1,240,786	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4609 - CDC PASS-THROUGH PAYMENTS	$ 415,000	$ 279,298	$ 415,000	$ -	$ 280,000	$ 285,600	$ 291,312	$ 297,138	$ 303,081
4705 - REVENUE/CITY ANNIVERSARY	$ -	$ 2,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4715 - COMMISSIONS	$ 1,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4720 - CANDIDATE FILING FEES	$ 1,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4725 - CASH OVER/SHORT	$ -	$ 1,596	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4730 - ELECTION REVENUE	$ -	$ 36	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4737 - DONATIONS-MISC	$ -	$ 4,534	$ -	$ 50	$ -	$ -	$ -	$ -	$ -
4745 - MISC. REVENUE	$ -	$ 385,405	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4750 - REIMBUSEMENT	$ 260,000	$ 168,112	$ 150,000	$ 243,144	$ 150,000	$ 153,000	$ 156,060	$ 159,181	$ 162,365
4769 - EXTENDED DAY CARE	$ 30,000	$ 27,423	$ 25,000	$ 18,595	$ 25,000	$ 25,500	$ 26,010	$ 26,530	$ 27,061
4961 - TSF FR/TO GENERNAL FUNDS	$ -	$ -	$ 539,211	$ -	$ -	$ -	$ -	$ -	$ -
4964 - TSF FR/TO AAA FUNDS	$ (115,000)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**$ 14,009,676**	**$ 15,413,604**	**$ 15,010,258**	**$ 14,233,572**	**$ 14,215,256**	**$ 14,588,005**	**$ 14,899,556**	**$ 15,227,479**	**$ 15,528,756**

City of South El Monte
Fiscal 2020-2021 Proposed Budget
General Fund Expenditures

FUND	DEPT	DIVISION	ACCOUNT	FY 18-19 Approved	FY 18-19 Actual	FY 19-20 Approved	FY 19-20 Actual	FY 20-21 Requested	FY 21-22 Forcasted	FY 22-23 Forcasted	FY 23-24 Forcasted	FY 24-25 Forcasted
ADMINISTRATION - CITY COUNCIL												
01	100	1010	5010 - SALARIES-FULL TIME	$ 162,930	$ 161,635	$ 126,621	$ 145,441	$ 178,791	$ 181,473	$ 184,195	$ 186,958	$ 189,762
01	100	1010	5030 - OVERTIME	$ -	$ 2,121	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	100	1010	5105 - VISION INSURANCE	$ -	$ 298	$ -	$ 248	$ -	$ -	$ -	$ -	$ -
01	100	1010	5110 - DENTAL INSURANCE	$ -	$ 2,819	$ -	$ 2,460	$ -	$ -	$ -	$ -	$ -
01	100	1010	5115 - LIFE INSURANCE	$ -	$ 3,407	$ -	$ 2,970	$ -	$ -	$ -	$ -	$ -
01	100	1010	5120 - MEDICAL INSURANCE	$ -	$ 27,170	$ -	$ 22,271	$ -	$ -	$ -	$ -	$ -
01	100	1010	5125 - FICA-EMPLOYER SHARE	$ -	$ 9,544	$ -	$ 8,633	$ -	$ -	$ -	$ -	$ -
01	100	1010	5130 - DEFERRED COMP.	$ -	$ 2,275	$ -	$ 3,500	$ -	$ -	$ -	$ -	$ -
01	100	1010	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ 12,784	$ -	$ 10,739	$ -	$ -	$ -	$ -	$ -
01	100	1010	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 1,452	$ -	$ 1,106	$ -	$ -	$ -	$ -	$ -
01	100	1010	5180 - ALLOCATED BENEFITS	$ 62,000	$ 44	$ 66,280	$ 39	$ 55,212	$ 57,972	$ 60,871	$ 63,914	$ 67,110
01	100	1010	5201 - SALARIES-OTHER	$ -	$ 2,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	100	1010	5406 - SPECIAL DEPT. SUPPLIES	$ 6,000	$ 5,729	$ 6,000	$ 6,000	$ 6,000	$ 6,300	$ 6,615	$ 6,946	$ 7,293
01	100	1010	5715 - UTILITY-PHONE/CELL PHONE	$ 15,000	$ 9,966	$ 10,100	$ 10,100	$ -	$ -	$ -	$ -	$ -
01	100	1010	5908 - TRAINING	$ 2,000	$ 380	$ 2,000	$ -	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216
01	100	1010	5910 - CONFERENCES/SEMINARS	$ 23,900	$ 34,639	$ 30,000	$ 14,840	$ 30,000	$ 31,500	$ 33,075	$ 34,729	$ 36,465
01	100	1010	5912 - MEETING EXPENSE	$ 5,000	$ 3,983	$ 5,000	$ 5,000	$ 5,000	$ 5,250	$ 5,513	$ 5,788	$ 6,078
01	100	1010	5914 - MEMBERSHIPS	$ 41,000	$ 34,628	$ 41,000	$ 41,000	$ 41,000	$ 43,050	$ 45,203	$ 47,463	$ 49,836
01	100	1010	6015 - OFFICE EQUIPMENT	$ 5,000	$ 219	$ 6,000	$ 6,000	$ 6,000	$ -	$ -	$ -	$ -
01	100	1010	TOTAL	$ 322,830	$ 315,093	$ 293,001	$ 280,346	$ 323,003	$ 326,595	$ 336,573	$ 346,955	$ 357,759
CITY ADMINISTRATION												
01	100	1020	5010 - SALARIES-FULL TIME	$ 238,718	$ 383,123	$ 397,773	$ 147,179	$ 474,157	$ 481,269	$ 488,488	$ 495,816	$ 503,253
01	100	1020	5020 - SALARIES-PART TIME	$ 9,200	$ 29,293	$ 47,240	$ 39,756	$ -	$ -	$ -	$ -	$ -
01	100	1020	5021 - LEAVE CASHOUT	$ -	$ 5,815	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	100	1020	5030 - OVERTIME	$ -	$ 41	$ -	$ 291	$ -	$ -	$ -	$ -	$ -
01	100	1020	5105 - VISION INSURANCE	$ -	$ 532	$ -	$ 278	$ -	$ -	$ -	$ -	$ -
01	100	1020	5110 - DENTAL INSURANCE	$ -	$ 3,845	$ -	$ 1,735	$ -	$ -	$ -	$ -	$ -
01	100	1020	5115 - LIFE INSURANCE	$ -	$ 6,104	$ -	$ 3,212	$ -	$ -	$ -	$ -	$ -
01	100	1020	5120 - MEDICAL INSURANCE	$ -	$ 47,454	$ -	$ 18,914	$ -	$ -	$ -	$ -	$ -
01	100	1020	5125 - FICA-EMPLOYER SHARE	$ -	$ 26,092	$ -	$ 13,934	$ -	$ -	$ -	$ -	$ -
01	100	1020	5130 - DEFERRED COMP.	$ -	$ 6,594	$ -	$ 7,760	$ -	$ -	$ -	$ -	$ -
01	100	1020	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ 36,815	$ -	$ 15,512	$ -	$ -	$ -	$ -	$ -
01	100	1020	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 1,096	$ -	$ 1,235	$ -	$ -	$ -	$ -	$ -
01	100	1020	5180 - ALLOCATED BENEFITS	$ 85,905	$ 129	$ 154,337	$ 62	$ 123,598	$ 129,778	$ 136,267	$ 143,080	$ 150,234
01	100	1020	5201 - SALARIES-OTHER	$ -	$ 5,400	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	100	1020	5215 - CONTR SVCS-PROFESSIONAL	$ 50,000	$ 56,500	$ 62,000	$ 62,000	$ 50,000	$ 52,500	$ 55,125	$ 57,881	$ 60,775
01	100	1020	5405 - OFFICE SUPPLIES	$ -	$ -	$ -	$ 34	$ 2,000	$ 2,100	$ 2,205	$ 2,315	$ 2,431
01	100	1020	5406 - SPECIAL DEPT. SUPPLIES	$ 2,000	$ 1,431	$ 1,500	$ 927	$ 500	$ 525	$ 551	$ 579	$ 608
01	100	1020	5715 - UTILITY-PHONE/CELL PHONE	$ 7,000	$ 3,448	$ 3,000	$ 1,828	$ -	$ -	$ -	$ -	$ -
01	100	1020	5910 - CONFERENCES/SEMINARS	$ 10,000	$ 11,768	$ 10,000	$ 4,859	$ 5,000	$ 5,250	$ 5,513	$ 5,788	$ 6,078
01	100	1020	5912 - MEETING EXPENSE	$ 1,000	$ 1,431	$ 1,600	$ 536	$ 1,600	$ 1,680	$ 1,764	$ 1,852	$ 1,945

City of South El Monte
Fiscal 2020-2021 Proposed Budget
General Fund Expenditures

FUND	DEPT	DIVISION	ACCOUNT	FY 18-19 Approved	FY 18-19 Actual	FY 19-20 Approved	FY 19-20 Actual	FY 20-21 Requested	FY 21-22 Forcasted	FY 22-23 Forcasted	FY 23-24 Forcasted	FY 24-25 Forcasted
01	100	1020	5914 - MEMBERSHIPS	$ 1,500	$ 1,855	$ 2,200	$ 55	$ 2,200	$ 2,310	$ 2,426	$ 2,547	$ 2,674
01	100	1020	5950 - EQUIPMENT LEASE	$ -	$ -	$ -	$ 3,163	$ -	$ -	$ -	$ -	$ -
01	100	1020	6015 - OFFICE EQUIPMENT	$ -	$ -	$ -	$ 2,132	$ -	$ -	$ -	$ -	$ -
01	100	1020	TOTAL	$ 405,323	$ 628,766	$ 679,650	$ 325,406	$ 659,055	$ 675,412	$ 692,339	$ 709,858	$ 727,998
ADMINISTRATION - CITY ATTORNEY												
01	100	1030	5215 - CONTR SVCS-PROFESSIONAL	$ 335,000	$ 287,021	$ 335,000	$ 377,251	$ 400,000	$ 420,000	$ 441,000	$ 463,050	$ 486,203
01	100	1030	TOTAL	$ 335,000	$ 287,021	$ 335,000	$ 377,251	$ 400,000	$ 420,000	$ 441,000	$ 463,050	$ 486,203
ADMINISTRATION - CITY PROSECUTOR												
01	100	1031	5305 - CITY PROSECUTOR	$ 10,000	$ 4,014	$ 10,000	$ -	$ 10,000	$ 10,500	$ 11,025	$ 11,576	$ 12,155
01	100	1031	TOTAL	$ 10,000	$ 4,014	$ 10,000	$ -	$ 10,000	$ 10,500	$ 11,025	$ 11,576	$ 12,155
COMMUNITY PROMOTION												
01	100	1040	5010 - SALARIES-FULL TIME	$ 52,000	$ 35,927	$ 54,080	$ 50,892	$ -	$ -	$ -	$ -	$ -
01	100	1040	5020 - SALARIES-PART TIME	$ -	$ 10,004	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	100	1040	5030 - OVERTIME	$ -	$ 562	$ -	$ 467	$ -	$ -	$ -	$ -	$ -
01	100	1040	5105 - VISION INSURANCE	$ -	$ 72	$ -	$ 89	$ -	$ -	$ -	$ -	$ -
01	100	1040	5110 - DENTAL INSURANCE	$ -	$ 417	$ -	$ 522	$ -	$ -	$ -	$ -	$ -
01	100	1040	5115 - LIFE INSURANCE	$ -	$ 38	$ -	$ 151	$ -	$ -	$ -	$ -	$ -
01	100	1040	5120 - MEDICAL INSURANCE	$ -	$ 5,355	$ -	$ 6,126	$ -	$ -	$ -	$ -	$ -
01	100	1040	5125 - FICA-EMPLOYER SHARE	$ -	$ 3,557	$ -	$ 3,929	$ -	$ -	$ -	$ -	$ -
01	100	1040	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ 2,451	$ -	$ 3,552	$ -	$ -	$ -	$ -	$ -
01	100	1040	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 238	$ -	$ 238	$ -	$ -	$ -	$ -	$ -
01	100	1040	5180 - ALLOCATED BENEFITS	$ 31,550	$ 5	$ 17,750	$ 21	$ -	$ -	$ -	$ -	$ -
01	100	1040	5201 - SALARIES-OTHER	$ -	$ 1,700	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	100	1040	5215 - CONTR SVCS-PROFESSIONAL	$ -	$ -	$ 34,250	$ 9,335	$ 34,250	$ 35,963	$ 37,761	$ 39,649	$ 41,631
01	100	1040	5715 - UTILITY-PHONE/CELL PHONE	$ 700	$ 946	$ 1,000	$ 582	$ -	$ -	$ -	$ -	$ -
01	100	1040	5916 - POSTAGE	$ 21,000	$ 18,234	$ 19,000	$ 16,900	$ 19,000	$ 19,950	$ 20,948	$ 21,995	$ 23,095
01	100	1040	5921 - NEWSLETTER	$ 56,290	$ 50,962	$ 58,500	$ 49,653	$ 58,500	$ 61,425	$ 64,496	$ 67,721	$ 71,107
01	100	1040	5922 - MISC COMMUNITY PROMOTION	$ 31,050	$ 18,406	$ 20,500	$ 20,000	$ 41,250	$ 43,313	$ 45,478	$ 47,752	$ 50,140
01	100	1040	5931 - SOFTWARE LICENSES	$ 4,200	$ 4,650	$ 5,500	$ 4,884	$ 2,000	$ 2,100	$ 2,205	$ 2,315	$ 2,431
01	100	1040	TOTAL	$ 196,790	$ 153,525	$ 210,580	$ 167,340	$ 155,000	$ 162,750	$ 170,888	$ 179,432	$ 188,403
HUMAN RESOURCES												
01	100	1050	5010 - SALARIES-FULL TIME	$ 92,415	$ 58,259	$ 65,330	$ 121,809	$ 77,372	$ 78,533	$ 79,711	$ 80,906	$ 82,120
01	100	1050	5020 - SALARIES-PART TIME	$ -	$ 5,082	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	100	1050	5105 - VISION INSURANCE	$ -	$ 124	$ -	$ 329	$ -	$ -	$ -	$ -	$ -
01	100	1050	5110 - DENTAL INSURANCE	$ -	$ 476	$ -	$ 2,402	$ -	$ -	$ -	$ -	$ -
01	100	1050	5115 - LIFE INSURANCE	$ -	$ 1,151	$ -	$ 2,521	$ -	$ -	$ -	$ -	$ -
01	100	1050	5120 - MEDICAL INSURANCE	$ -	$ 6,053	$ -	$ 28,457	$ -	$ -	$ -	$ -	$ -

City of South El Monte
Fiscal 2020-2021 Proposed Budget
General Fund Expenditures

FUND	DEPT	DIVISION	ACCOUNT	FY 18-19 Approved	FY 18-19 Actual	FY 19-20 Approved	FY 19-20 Actual	FY 20-21 Requested	FY 21-22 Forcasted	FY 22-23 Forcasted	FY 23-24 Forcasted	FY 24-25 Forcasted
01	100	1050	5125 - FICA-EMPLOYER SHARE	$ -	$ 4,485	$ -	$ 9,319	$ -	$ -	$ -	$ -	$ -
01	100	1050	5130 - DEFERRED COMP.	$ -	$ 2,112	$ -	$ 3,000	$ -	$ -	$ -	$ -	$ -
01	100	1050	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ 5,166	$ -	$ 13,072	$ -	$ -	$ -	$ -	$ -
01	100	1050	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 440	$ -	$ 476	$ -	$ -	$ -	$ -	$ -
01	100	1050	5180 - ALLOCATED BENEFITS	$ 41,348	$ 18	$ 30,850	$ 52	$ 33,144	$ 34,801	$ 36,541	$ 38,368	$ 40,286
01	100	1050	5201 - SALARIES-OTHER	$ -	$ 2,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	100	1050	5215 - CONTR SVCS-PROFESSIONAL	$ -	$ 20,681	$ -	$ -	$ 15,000	$ 15,750	$ 16,538	$ 17,364	$ 18,233
01	100	1050	5406 - SPECIAL DEPT. SUPPLIES	$ 750	$ 1,007	$ 1,200	$ 1,356	$ 1,200	$ 1,260	$ 1,323	$ 1,389	$ 1,459
01	100	1050	5908 - TRAINING	$ -	$ 4,517	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	100	1050	5910 - CONFERENCES/SEMINARS	$ 1,000	$ 1,084	$ 2,500	$ 1,931	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216
01	100	1050	5912 - MEETING EXPENSE	$ 600	$ 1,239	$ 1,300	$ 557	$ 1,300	$ 1,365	$ 1,433	$ 1,505	$ 1,580
01	100	1050	5914 - MEMBERSHIPS	$ 500	$ 612	$ 1,000	$ 1,040	$ 600	$ 630	$ 662	$ 695	$ 729
01	100	1050	5918 - ADVERTISING	$ 4,000	$ 4,584	$ 4,000	$ 4,411	$ 4,000	$ 4,200	$ 4,410	$ 4,631	$ 4,862
01	100	1050	5931 - SOFTWARE LICENSES	$ -	$ -	$ -	$ -	$ 2,000	$ 2,100	$ 2,205	$ 2,315	$ 2,431
01	100	1050	5934 - FINGERPRINTING	$ 2,000	$ 3,556	$ 2,500	$ 2,690	$ 2,500	$ 2,625	$ 2,756	$ 2,894	$ 3,039
01	100	1050	5936 - EMPLOYEE PHYSICALS	$ 5,000	$ 15,563	$ 8,000	$ 5,940	$ 8,000	$ 8,400	$ 8,820	$ 9,261	$ 9,724
01	100	1050	5938 - EDUCATION REIMBURSEMENT	$ 2,000	$ 1,051	$ 10,000	$ 10,842	$ 10,000	$ 10,500	$ 11,025	$ 11,576	$ 12,155
01	100	1050	5940 - EMPLOYEE RECOGNITION	$ 4,800	$ 3,100	$ 3,500	$ 3,996	$ 4,000	$ 4,200	$ 4,410	$ 4,631	$ 4,862
01	100	1050	5941 - MEDICAL INS ADM FEE	$ 5,000	$ 1,741	$ 2,000	$ 1,798	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000
01	100	1050	5945 - MEDICAL INSURANCE-RETIRED	$ 15,000	$ 15,986	$ 17,500	$ 11,399	$ 17,500	$ 17,500	$ 17,500	$ 17,500	$ 17,500
01	100	1050	5947 - CALPERS UNFUNDED LIABILTY	$ 418,095	$ 425,886	$ 501,846	$ 509,748	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000
01	100	1050	TOTAL	$ 592,508	$ 585,972	$ 651,526	$ 737,144	$ 679,616	$ 684,914	$ 690,436	$ 696,193	$ 702,195
RISK MANAGEMENT												
01	100	1060	5010 - SALARIES-FULL TIME	$ 93,090	$ 53,639	$ -	$ -	$ 77,372	$ 78,533	$ 79,711	$ 80,906	$ 82,120
01	100	1060	5105 - VISION INSURANCE	$ -	$ 113	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	100	1060	5110 - DENTAL INSURANCE	$ -	$ 396	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	100	1060	5115 - LIFE INSURANCE	$ -	$ 1,095	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	100	1060	5120 - MEDICAL INSURANCE	$ -	$ 4,985	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	100	1060	5125 - FICA-EMPLOYER SHARE	$ -	$ 3,853	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	100	1060	5130 - DEFERRED COMP.	$ -	$ 2,112	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	100	1060	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ 4,534	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	100	1060	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 298	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	100	1060	5180 - ALLOCATED BENEFITS	$ 41,348	$ 16	$ -	$ -	$ 33,144	$ 34,801	$ 36,541	$ 38,368	$ 40,286
01	100	1060	5406 - SPECIAL DEPT. SUPPLIES	$ 500	$ 638	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	100	1060	5805 - EMPLOYEE BOND	$ 1,020	$ 2,038	$ 3,650	$ 13,356	$ 1,123	$ 1,179	$ 1,238	$ 1,300	$ 1,365
01	100	1060	5810 - GENERAL LIABILITY INS	$ 172,224	$ 11,600	$ 227,463	$ 227,463	$ 276,291	$ 290,106	$ 304,611	$ 319,841	$ 335,833
01	100	1060	5815 - WORKER'S COMP INS	$ 178,425	$ -	$ 161,046	$ 161,046	$ 225,583	$ 236,862	$ 248,705	$ 261,141	$ 274,198
01	100	1060	5820 - PROPERTY & AUTO INS	$ 95,000	$ 446,273	$ 92,837	$ 92,837	$ 120,700	$ 126,735	$ 133,072	$ 139,725	$ 146,712
01	100	1060	5825 - ENVIRONMENTAL INS	$ 2,320	$ 2,485	$ 2,500	$ 2,500	$ 3,250	$ 3,413	$ 3,583	$ 3,762	$ 3,950
01	100	1060	5910 - CONFERENCES/SEMINARS	$ 1,000	$ 1,208	$ 1,500	$ 986	$ 1,500	$ 1,575	$ 1,654	$ 1,736	$ 1,823
01	100	1060	5914 - MEMBERSHIPS	$ 150	$ -	$ 150	$ 150	$ 150	$ 158	$ 165	$ 174	$ 182
01	100	1060	5936 - EMPLOYEE PHYSICALS	$ -	$ -	$ 800	$ -	$ -	$ -	$ -	$ -	$ -
01	100	1060	5943 - CLAIMS & DAMAGES	$ 500	$ -	$ 500	$ 1,743	$ -	$ -	$ -	$ -	$ -

City of South El Monte
Fiscal 2020-2021 Proposed Budget
General Fund Expenditures

FUND	DEPT	DIVISION	ACCOUNT	FY 18-19 Approved	FY 18-19 Actual	FY 19-20 Approved	FY 19-20 Actual	FY 20-21 Requested	FY 21-22 Forcasted	FY 22-23 Forcasted	FY 23-24 Forcasted	FY 24-25 Forcasted
01	100	1060	TOTAL	$ 585,577	$ 535,283	$ 490,446	$ 500,081	$ 739,113	$ 773,360	$ 809,280	$ 846,954	$ 886,470
CITY ENGINEERING												
01	105	1105	5010 - SALARIES-FULL TIME	$ 24,742	$ 33,709	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	105	1105	5020 - SALARIES-PART TIME	$ -	$ 1,315	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	105	1105	5030 - OVERTIME	$ -	$ 43	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	105	1105	5105 - VISION INSURANCE	$ -	$ 59	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	105	1105	5110 - DENTAL INSURANCE	$ -	$ 440	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	105	1105	5115 - LIFE INSURANCE	$ -	$ 715	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	105	1105	5120 - MEDICAL INSURANCE	$ -	$ 4,273	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	105	1105	5125 - FICA-EMPLOYER SHARE	$ -	$ 2,682	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	105	1105	5130 - DEFERRED COMP.	$ -	$ 385	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	105	1105	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ 2,605	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	105	1105	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 159	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	105	1105	5180 - ALLOCATED BENEFITS	$ 6,558	$ 13	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	105	1105	5215 - CONTR SVCS-PROFESSIONAL	$ 185,000	$ 223,988	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	105	1105	5277 - PUBLIC WORKS	$ 54,240	$ 59,185	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	105	1105	5406 - SPECIAL DEPT. SUPPLIES	$ 350	$ 25	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	105	1105	TOTAL	$ 270,890	$ 329,596	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PUBLIC SAFETY												
01	110	1100	5010 - SALARIES-FULL TIME	$ 47,715	$ 47,872	$ -	$ 3,302	$ -	$ -	$ -	$ -	$ -
01	110	1100	5020 - SALARIES-PART TIME	$ 58,580	$ 53,823	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	110	1100	5030 - OVERTIME	$ 2,000	$ 764	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	110	1100	5105 - VISION INSURANCE	$ -	$ 117	$ -	$ 8	$ -	$ -	$ -	$ -	$ -
01	110	1100	5110 - DENTAL INSURANCE	$ -	$ 617	$ -	$ 48	$ -	$ -	$ -	$ -	$ -
01	110	1100	5115 - LIFE INSURANCE	$ -	$ 1,026	$ -	$ 78	$ -	$ -	$ -	$ -	$ -
01	110	1100	5120 - MEDICAL INSURANCE	$ -	$ 7,579	$ -	$ 564	$ -	$ -	$ -	$ -	$ -
01	110	1100	5125 - FICA-EMPLOYER SHARE	$ -	$ 7,777	$ -	$ 253	$ -	$ -	$ -	$ -	$ -
01	110	1100	5130 - DEFERRED COMP.	$ -	$ 227	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	110	1100	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ 9,110	$ -	$ 213	$ -	$ -	$ -	$ -	$ -
01	110	1100	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 833	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	110	1100	5180 - ALLOCATED BENEFITS	$ 29,885	$ 21	$ -	$ 2	$ -	$ -	$ -	$ -	$ -
01	110	1100	5201 - SALARIES-OTHER	$ -	$ 1,700	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	110	1100	5215 - CONTR SVCS-PROFESSIONAL	$ 93,000	$ 79,885	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	110	1100	5406 - SPECIAL DEPT. SUPPLIES	$ 2,500	$ 2,779	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	110	1100	5520 - MAINTENANCE-GENERAL	$ -	$ 1,045	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	110	1100	5715 - UTILITY-PHONE/CELL PHONE	$ 3,000	$ 3,811	$ -	$ 1,071	$ -	$ -	$ -	$ -	$ -
01	110	1100	5908 - TRAINING	$ 500	$ 125	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	110	1100	5950 - EQUIPMENT LEASE	$ 1,330	$ 190	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	110	1100	5956 - UNIFORMS	$ 700	$ 640	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	110	1100	5966 - FUEL	$ 2,000	$ 2,269	$ -	$ -	$ -	$ -	$ -	$ -	$ -

City of South El Monte
Fiscal 2020-2021 Proposed Budget
General Fund Expenditures

FUND	DEPT	DIVISION	ACCOUNT	FY 18-19 Approved	FY 18-19 Actual	FY 19-20 Approved	FY 19-20 Actual	FY 20-21 Requested	FY 21-22 Forcasted	FY 22-23 Forcasted	FY 23-24 Forcasted	FY 24-25 Forcasted
01	110	1100	TOTAL	$ 241,210	$ 222,210	$ -	$ 5,538	$ -	$ -	$ -	$ -	$ -
PUBLIC SAFETY - SHERIFF												
01	110	1110	5010 - SALARIES-FULL TIME	$ 6,615	$ 6,581	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	110	1110	5105 - VISION INSURANCE	$ -	$ 9	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	110	1110	5110 - DENTAL INSURANCE	$ -	$ 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	110	1110	5115 - LIFE INSURANCE	$ -	$ 134	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	110	1110	5120 - MEDICAL INSURANCE	$ -	$ 23	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	110	1110	5125 - FICA-EMPLOYER SHARE	$ -	$ 442	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	110	1110	5130 - DEFERRED COMP.	$ -	$ 227	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	110	1110	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ 435	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	110	1110	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 12	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	110	1110	5180 - ALLOCATED BENEFITS	$ 1,276	$ 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	110	1110	5220 - CONTR SVCS-GEN LAW ENF	$ 4,314,360	$ 4,314,674	$ 4,526,192	$ 4,780,000	$ 4,778,220	$ 5,017,131	$ 5,267,988	$ 5,531,387	$ 5,807,956
01	110	1110	5406 - SPECIAL DEPT. SUPPLIES	$ 5,000	$ 3,184	$ 5,000	$ 2,323	$ 2,400	$ 2,520	$ 2,646	$ 2,778	$ 2,917
01	110	1110	5605 - SWAP MEET	$ 200,000	$ 130,516	$ 200,000	$ 62,298	$ -	$ -	$ -	$ -	$ -
01	110	1110	5610 - LIABILITY INSURANCE	$ 453,008	$ 471,847	$ 518,551	$ 519,000	$ 572,636	$ 601,268	$ 631,331	$ 662,898	$ 696,043
01	110	1110	5620 - SANE/STAR PROGRAMS	$ 24,006	$ 22,005	$ 24,000	$ 18,501	$ 18,000	$ 18,900	$ 19,845	$ 20,837	$ 21,879
01	110	1110	5630 - SCHOOL BASED PROGRAM	$ 98,265	$ -	$ 187,904	$ 56,371	$ 201,220	$ 211,281	$ 221,845	$ 232,937	$ 244,584
01	110	1110	5633 - COMMUNITY BASED PROGRAM	$ 18,000	$ 4,533	$ 18,000	$ 12,541	$ 12,600	$ 13,230	$ 13,892	$ 14,586	$ 15,315
01	110	1110	5635 - LAW ENF.-SATURATION PATRL	$ 50,000	$ 6,414	$ 50,000	$ 19,222	$ 30,000	$ 31,500	$ 33,075	$ 34,729	$ 36,465
01	110	1110	5715 - UTILITY-PHONE/CELL PHONE	$ 6,000	$ 4,611	$ 6,000	$ 4,163	$ -	$ -	$ -	$ -	$ -
01	110	1110	6015 - OFFICE EQUIPMENT	$ 9,300	$ 9,300	$ 9,300	$ 6,510	$ 4,650	$ -	$ -	$ -	$ -
01	110	1110	TOTAL	$ 5,185,830	$ 4,974,952	$ 5,544,947	$ 5,480,929	$ 5,619,726	$ 5,895,830	$ 6,190,621	$ 6,500,152	$ 6,825,160
PUBLIC SAFETY - SCHOOL SAFETY												
01	110	1170	5010 - SALARIES-FULL TIME	$ 6,615	$ 6,581	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	110	1170	5020 - SALARIES-PART TIME	$ 70,560	$ 50,974	$ 50,000	$ 50,715	$ 50,000	$ 50,750	$ 51,511	$ 52,284	$ 53,068
01	110	1170	5105 - VISION INSURANCE	$ -	$ 9	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	110	1170	5110 - DENTAL INSURANCE	$ -	$ 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	110	1170	5115 - LIFE INSURANCE	$ -	$ 134	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	110	1170	5120 - MEDICAL INSURANCE	$ -	$ 23	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	110	1170	5125 - FICA-EMPLOYER SHARE	$ -	$ 4,342	$ -	$ 3,880	$ -	$ -	$ -	$ -	$ -
01	110	1170	5130 - DEFERRED COMP.	$ -	$ 227	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	110	1170	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ 435	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	110	1170	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 1,401	$ -	$ 1,292	$ -	$ -	$ -	$ -	$ -
01	110	1170	5180 - ALLOCATED BENEFITS	$ 8,340	$ 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	110	1170	5956 - UNIFORMS	$ 500	$ 392	$ 500	$ 141	$ 500	$ 525	$ 551	$ 579	$ 608
01	110	1170	5966 - FUEL	$ 1,000	$ 121	$ 1,000	$ -	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216
01	110	1170	TOTAL	$ 87,015	$ 64,643	$ 51,500	$ 56,028	$ 51,500	$ 52,325	$ 53,165	$ 54,020	$ 54,891

City of South El Monte
Fiscal 2020-2021 Proposed Budget
General Fund Expenditures

FUND	DEPT	DIVISION	ACCOUNT	FY 18-19 Approved	FY 18-19 Actual	FY 19-20 Approved	FY 19-20 Actual	FY 20-21 Requested	FY 21-22 Forcasted	FY 22-23 Forcasted	FY 23-24 Forcasted	FY 24-25 Forcasted
CITY CLERK												
01	120	1210	5010 - SALARIES-FULL TIME	$ 173,122	$ 135,079	$ 173,850	$ 152,993	$ 195,968	$ 198,908	$ 201,892	$ 204,920	$ 207,994
01	120	1210	5020 - SALARIES-PART TIME	$ 1,080	$ 7,128	$ 1,080	$ 200	$ -	$ -	$ -	$ -	$ -
01	120	1210	5030 - OVERTIME	$ -	$ 355	$ -	$ 92	$ -	$ -	$ -	$ -	$ -
01	120	1210	5105 - VISION INSURANCE	$ -	$ 245	$ -	$ 244	$ -	$ -	$ -	$ -	$ -
01	120	1210	5110 - DENTAL INSURANCE	$ -	$ 2,220	$ -	$ 1,621	$ -	$ -	$ -	$ -	$ -
01	120	1210	5115 - LIFE INSURANCE	$ -	$ 2,787	$ -	$ 3,109	$ -	$ -	$ -	$ -	$ -
01	120	1210	5120 - MEDICAL INSURANCE	$ -	$ 21,344	$ -	$ 20,823	$ -	$ -	$ -	$ -	$ -
01	120	1210	5125 - FICA-EMPLOYER SHARE	$ -	$ 10,918	$ -	$ 11,726	$ -	$ -	$ -	$ -	$ -
01	120	1210	5130 - DEFERRED COMP.	$ -	$ 3,380	$ -	$ 6,040	$ -	$ -	$ -	$ -	$ -
01	120	1210	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ 15,859	$ -	$ 17,869	$ -	$ -	$ -	$ -	$ -
01	120	1210	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 428	$ -	$ 455	$ -	$ -	$ -	$ -	$ -
01	120	1210	5180 - ALLOCATED BENEFITS	$ 77,512	$ 46	$ 96,330	$ 61	$ 69,508	$ 72,984	$ 76,633	$ 80,465	$ 84,488
01	120	1210	5201 - SALARIES-OTHER	$ -	$ 1,700	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	120	1210	5215 - CONTR SVCS-PROFESSIONAL	$ -	$ 1,969	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	120	1210	5405 - OFFICE SUPPLIES	$ -	$ -	$ -	$ 150	$ -	$ -	$ -	$ -	$ -
01	120	1210	5406 - SPECIAL DEPT. SUPPLIES	$ 2,000	$ 1,939	$ 2,000	$ 2,000	$ 2,400	$ 2,520	$ 2,646	$ 2,778	$ 2,917
01	120	1210	5715 - UTILITY-PHONE/CELL PHONE	$ 800	$ 1,363	$ 3,000	$ 2,142	$ -	$ -	$ -	$ -	$ -
01	120	1210	5908 - TRAINING	$ 2,000	$ 1,762	$ 2,000	$ 1,848	$ 2,000	$ 2,100	$ 2,205	$ 2,315	$ 2,431
01	120	1210	5910 - CONFERENCES/SEMINARS	$ 3,500	$ 2,333	$ 2,000	$ 1,126	$ 2,000	$ 2,100	$ 2,205	$ 2,315	$ 2,431
01	120	1210	5914 - MEMBERSHIPS	$ 500	$ 505	$ 600	$ 500	$ 600	$ 630	$ 662	$ 695	$ 729
01	120	1210	5919 - LEGAL ADVERTISING	$ -	$ -	$ -	$ 3,000	$ 3,000	$ 3,150	$ 3,308	$ 3,473	$ 3,647
01	120	1210	5920 - MUNICIPAL CODE SUPPLEMENT	$ 5,000	$ 2,817	$ 5,000	$ 5,000	$ 5,000	$ 5,250	$ 5,513	$ 5,788	$ 6,078
01	120	1210	5931 - SOFTWARE LICENSES	$ 19,900	$ 25,078	$ 26,200	$ 30,948	$ 31,000	$ 32,550	$ 34,178	$ 35,886	$ 37,681
01	120	1210	5933 - RECORDS MANAGEMENT PRGRMS	$ 1,000	$ 1,540	$ 1,200	$ 700	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216
01	120	1210	6015 - OFFICE EQUIPMENT	$ 1,500	$ 1,441	$ 2,500	$ 2,300	$ 3,000	$ -	$ -	$ -	$ -
01	120	1210	TOTAL	$ 287,914	$ 242,237	$ 315,760	$ 264,948	$ 315,477	$ 321,242	$ 330,342	$ 339,793	$ 349,611
CITY CLERK - ELECTIONS												
01	120	1220	5010 - SALARIES-FULL TIME	$ -	$ 17,215	$ -	$ 1,976	$ -	$ -	$ -	$ -	$ -
01	120	1220	5105 - VISION INSURANCE	$ -	$ 31	$ -	$ 3	$ -	$ -	$ -	$ -	$ -
01	120	1220	5110 - DENTAL INSURANCE	$ -	$ 328	$ -	$ 35	$ -	$ -	$ -	$ -	$ -
01	120	1220	5115 - LIFE INSURANCE	$ -	$ 366	$ -	$ 32	$ -	$ -	$ -	$ -	$ -
01	120	1220	5120 - MEDICAL INSURANCE	$ -	$ 2,947	$ -	$ 334	$ -	$ -	$ -	$ -	$ -
01	120	1220	5125 - FICA-EMPLOYER SHARE	$ -	$ 1,317	$ -	$ 151	$ -	$ -	$ -	$ -	$ -
01	120	1220	5130 - DEFERRED COMP.	$ -	$ 634	$ -	$ 135	$ -	$ -	$ -	$ -	$ -
01	120	1220	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ 2,432	$ -	$ 292	$ -	$ -	$ -	$ -	$ -
01	120	1220	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 36	$ -	$ 2	$ -	$ -	$ -	$ -	$ -
01	120	1220	5180 - ALLOCATED BENEFITS	$ -	$ 8	$ -	$ 1	$ -	$ -	$ -	$ -	$ -
01	120	1220	5205 - CONTR SVCS-PUBLIC	$ 700	$ 650	$ -	$ -	$ 60,000	$ 63,000	$ 66,150	$ 69,458	$ 72,930
01	120	1220	5415 - ELECTION SUPPLIES	$ -	$ -	$ -	$ 900	$ -	$ -	$ -	$ -	$ -
01	120	1220	5910 - CONFERENCES/SEMINARS	$ 2,500	$ 2,315	$ 2,500	$ 1,033	$ -	$ -	$ -	$ -	$ -

FUND	DEPT	DIVISION	ACCOUNT	FY 18-19 Approved	FY 18-19 Actual	FY 19-20 Approved	FY 19-20 Actual	FY 20-21 Requested	FY 21-22 Forcasted	FY 22-23 Forcasted	FY 23-24 Forcasted	FY 24-25 Forcasted
01	120	1220	5919 - LEGAL ADVERTISING	$ -	$ -	$ -	$ -	$ 5,000	$ 5,250	$ 5,513	$ 5,788	$ 6,078
01	120	1220	TOTAL	$ 3,200	$ 28,278	$ 2,500	$ 4,894	$ 65,000	$ 68,250	$ 71,663	$ 75,246	$ 79,008
FINANCE/TREASURER - ACCOUNTING												
01	130	1310	5010 - SALARIES-FULL TIME	$ 261,782	$ 220,364	$ 284,152	$ 171,794	$ 482,395	$ 489,631	$ 496,976	$ 504,430	$ 511,997
01	130	1310	5020 - SALARIES-PART TIME	$ -	$ 15,002	$ -	$ 48,160	$ -	$ -	$ -	$ -	$ -
01	130	1310	5021 - LEAVE CASHOUT	$ -	$ 1,596	$ -	$ 12,003	$ -	$ -	$ -	$ -	$ -
01	130	1310	5030 - OVERTIME	$ -	$ 1,134	$ -	$ 7,386	$ -	$ -	$ -	$ -	$ -
01	130	1310	5105 - VISION INSURANCE	$ -	$ 366	$ -	$ 422	$ -	$ -	$ -	$ -	$ -
01	130	1310	5110 - DENTAL INSURANCE	$ -	$ 2,557	$ -	$ 3,713	$ -	$ -	$ -	$ -	$ -
01	130	1310	5115 - LIFE INSURANCE	$ -	$ 4,688	$ -	$ 3,300	$ -	$ -	$ -	$ -	$ -
01	130	1310	5120 - MEDICAL INSURANCE	$ -	$ 37,391	$ -	$ 38,437	$ -	$ -	$ -	$ -	$ -
01	130	1310	5125 - FICA-EMPLOYER SHARE	$ -	$ 18,214	$ -	$ 22,798	$ -	$ -	$ -	$ -	$ -
01	130	1310	5130 - DEFERRED COMP.	$ -	$ 4,070	$ -	$ 5,760	$ -	$ -	$ -	$ -	$ -
01	130	1310	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ 19,390	$ -	$ 16,039	$ -	$ -	$ -	$ -	$ -
01	130	1310	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 994	$ -	$ 1,445	$ -	$ -	$ -	$ -	$ -
01	130	1310	5180 - ALLOCATED BENEFITS	$ 124,843	$ 10,007	$ 118,344	$ 63	$ 142,899	$ 150,044	$ 157,546	$ 165,424	$ 173,695
01	130	1310	5201 - SALARIES-OTHER	$ -	$ 11,829	$ -	$ 38,181	$ -	$ -	$ -	$ -	$ -
01	130	1310	5210 - CONTR SVCS-PRIVATE	$ -	$ -	$ -	$ 6,875	$ -	$ -	$ -	$ -	$ -
01	130	1310	5215 - CONTR SVCS-PROFESSIONAL	$ 20,000	$ 117,319	$ 86,895	$ 165,335	$ 25,000	$ 26,250	$ 27,563	$ 28,941	$ 30,388
01	130	1310	5280 - ARMORED SERVICES	$ 3,500	$ 2,347	$ 2,500	$ 1,750	$ 1,800	$ 1,890	$ 1,985	$ 2,084	$ 2,188
01	130	1310	5406 - SPECIAL DEPT. SUPPLIES	$ 4,000	$ 4,117	$ 3,000	$ 3,663	$ 3,700	$ 3,885	$ 4,079	$ 4,283	$ 4,497
01	130	1310	5715 - UTILITY-PHONE/CELL PHONE	$ 800	$ 748	$ 800	$ 555	$ -	$ -	$ -	$ -	$ -
01	130	1310	5830 - PROPERTY LOSS/SETTLEMENT	$ -	$ -	$ -	$ 7,548	$ -	$ -	$ -	$ -	$ -
01	130	1310	5903 - PROPERTY TAX AUDIT	$ 8,000	$ 8,226	$ -	$ 8,100	$ 8,100	$ 8,505	$ 8,930	$ 9,377	$ 9,846
01	130	1310	5904 - SALES TAX AUDIT	$ 50,000	$ 18,332	$ 25,000	$ 2,397	$ 5,400	$ 5,670	$ 5,954	$ 6,251	$ 6,564
01	130	1310	5906 - ANNUAL AUDIT SERVICES	$ 46,080	$ 37,265	$ 46,100	$ 44,000	$ 40,000	$ 42,000	$ 44,100	$ 46,305	$ 48,620
01	130	1310	5908 - TRAINING	$ 500	$ 893	$ 1,200	$ -	$ 6,400	$ 6,720	$ 7,056	$ 7,409	$ 7,779
01	130	1310	5910 - CONFERENCES/SEMINARS	$ 2,500	$ 3,111	$ 3,500	$ -	$ 1,750	$ 1,838	$ 1,929	$ 2,026	$ 2,127
01	130	1310	5912 - MEETING EXPENSE	$ 1,000	$ 154	$ 200	$ 75	$ 100	$ 105	$ 110	$ 116	$ 122
01	130	1310	5913 - BANK CHARGES	$ 12,000	$ 14,461	$ 6,000	$ 336	$ 400	$ 420	$ 441	$ 463	$ 486
01	130	1310	5914 - MEMBERSHIPS	$ 900	$ 575	$ 900	$ 225	$ 900	$ 945	$ 992	$ 1,042	$ 1,094
01	130	1310	5946 - PRINTING	$ 1,000	$ 660	$ 1,000	$ -	$ 400	$ 420	$ 441	$ 463	$ 486
01	130	1310	6015 - OFFICE EQUIPMENT	$ 1,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	130	1310	6115 - LOAN REPAYMENT	$ -	$ -	$ -	$ -	$ 219,210	$ 219,210	$ 219,210	$ 219,210	$ 219,210
01	130	1310	TOTAL	$ 537,905	$ 555,811	$ 579,591	$ 610,360	$ 938,455	$ 957,533	$ 977,312	$ 997,823	$ 1,019,099
FINANCE/TREASURER - BUSINESS LICENSE												
01	130	1320	5010 - SALARIES-FULL TIME	$ 28,752	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	130	1320	5180 - ALLOCATED BENEFITS	$ 9,164	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	130	1320	5215 - CONTR SVCS-PROFESSIONAL	$ 2,000	$ 46,735	$ 35,000	$ 20,499	$ 35,000	$ 36,750	$ 38,588	$ 40,517	$ 42,543

City of South El Monte
Fiscal 2020-2021 Proposed Budget
General Fund Expenditures

FUND	DEPT	DIVISION	ACCOUNT	FY 18-19 Approved	FY 18-19 Actual	FY 19-20 Approved	FY 19-20 Actual	FY 20-21 Requested	FY 21-22 Forcasted	FY 22-23 Forcasted	FY 23-24 Forcasted	FY 24-25 Forcasted
01	130	1320	5406 - SPECIAL DEPT. SUPPLIES	$ 250	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	130	1320	5908 - TRAINING	$ -	$ 182	$ -	$ 6,059	$ -	$ -	$ -	$ -	$ -
01	130	1320	5911 - STATE FEES	$ -	$ 825	$ -	$ 1,287	$ 8,800	$ 9,240	$ 9,702	$ 10,187	$ 10,696
01	130	1320	5913 - BANK CHARGES	$ -	$ 3,985	$ 3,500	$ 6,741	$ -	$ -	$ -	$ -	$ -
01	130	1320	5931 - SOFTWARE LICENSES	$ 9,400	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	130	1320	TOTAL	$ 49,566	$ 51,727	$ 38,500	$ 34,586	$ 43,800	$ 45,990	$ 48,290	$ 50,704	$ 53,239
FINANCE/TREASURER - MANAGEMENT I												
01	130	1330	5215 - CONTR SVCS-PROFESSIONAL	$ 198,700	$ 223,805	$ 198,700	$ 177,634	$ 185,500	$ 194,775	$ 204,514	$ 214,739	$ 225,476
01	130	1330	5406 - SPECIAL DEPT. SUPPLIES	$ 5,500	$ 56	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	130	1330	5715 - UTILITY-PHONE/CELL PHONE	$ -	$ -	$ -	$ -	$ 45,160	$ 47,418	$ 49,789	$ 52,278	$ 54,892
01	130	1330	5931 - SOFTWARE LICENSES	$ 77,427	$ 47,525	$ 77,500	$ 147,979	$ 80,000	$ 84,000	$ 88,200	$ 92,610	$ 97,241
01	130	1330	5950 - EQUIPMENT LEASE	$ -	$ -	$ -	$ -	$ 102,340	$ 107,457	$ 112,830	$ 118,471	$ 124,395
01	130	1330	6015 - OFFICE EQUIPMENT	$ -	$ -	$ -	$ 60,000	$ 1,000	$ -	$ -	$ -	$ -
01	130	1330	6020 - EQUIPMENT	$ 24,500	$ 19,077	$ 40,000	$ -	$ -	$ -	$ -	$ -	$ -
01	130	1330	TOTAL	$ 306,127	$ 290,462	$ 316,200	$ 385,613	$ 414,000	$ 433,650	$ 455,333	$ 478,099	$ 502,004
FINANCE/TREASURER - PUBLIC SERVICES												
01	130	1350	5215 - CONTR SVCS-PROFESSIONAL	$ 39,500	$ 50,750	$ -	$ 16,250	$ -	$ -	$ -	$ -	$ -
01	130	1350- Tota	TOTAL	$ 39,500	$ 50,750	$ -	$ 16,250	$ -	$ -	$ -	$ -	$ -
FINANCE/TREASURER - ANIMAL CONTROL												
01	130	1460	5215 - CONTR SVCS-PROFESSIONAL	$ -	$ -	$ 113,000	$ 114,807	$ -	$ -	$ -	$ -	$ -
01	130	1460	TOTAL	$ -	$ -	$ 113,000	$ 114,807	$ -	$ -	$ -	$ -	$ -
COMMUNITY & ECONOMIC DEVELOPMENT - CITY ADMINISTRATION												
01	140	1020	5010 - SALARIES-FULL TIME	$ -	$ -	$ 166,255	$ 102,825	$ -	$ -	$ -	$ -	$ -
01	140	1020	5105 - VISION INSURANCE	$ -	$ -	$ -	$ 255	$ -	$ -	$ -	$ -	$ -
01	140	1020	5110 - DENTAL INSURANCE	$ -	$ -	$ -	$ 1,699	$ -	$ -	$ -	$ -	$ -
01	140	1020	5115 - LIFE INSURANCE	$ -	$ -	$ -	$ 2,004	$ -	$ -	$ -	$ -	$ -
01	140	1020	5120 - MEDICAL INSURANCE	$ -	$ -	$ -	$ 18,405	$ -	$ -	$ -	$ -	$ -
01	140	1020	5125 - FICA-EMPLOYER SHARE	$ -	$ -	$ -	$ 7,866	$ -	$ -	$ -	$ -	$ -
01	140	1020	5130 - DEFERRED COMP.	$ -	$ -	$ -	$ 1,125	$ -	$ -	$ -	$ -	$ -
01	140	1020	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ -	$ -	$ 8,620	$ -	$ -	$ -	$ -	$ -
01	140	1020	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ -	$ -	$ 238	$ -	$ -	$ -	$ -	$ -
01	140	1020	5180 - ALLOCATED BENEFITS	$ -	$ -	$ 64,928	$ 42	$ -	$ -	$ -	$ -	$ -
01	140	1020	TOTAL	$ -	$ -	$ 231,183	$ 143,078	$ -	$ -	$ -	$ -	$ -
COMMUNITY & ECONOMIC DEVELOPMENT - PUBLIC SAFETY												
01	140	1100	5010 - SALARIES-FULL TIME	$ -	$ -	$ 44,650	$ 34,074	$ 75,226	$ 76,354	$ 77,499	$ 78,662	$ 79,842

City of South El Monte
Fiscal 2020-2021 Proposed Budget
General Fund Expenditures

FUND	DEPT	DIVISION	ACCOUNT	FY 18-19 Approved	FY 18-19 Actual	FY 19-20 Approved	FY 19-20 Actual	FY 20-21 Requested	FY 21-22 Forcasted	FY 22-23 Forcasted	FY 23-24 Forcasted	FY 24-25 Forcasted
01	140	1100	5020 - SALARIES-PART TIME	$ -	$ -	$ 86,600	$ 32,977	$ -	$ -	$ -	$ -	$ -
01	140	1100	5030 - OVERTIME	$ -	$ -	$ 2,000	$ 966	$ -	$ -	$ -	$ -	$ -
01	140	1100	5105 - VISION INSURANCE	$ -	$ -	$ -	$ 81	$ -	$ -	$ -	$ -	$ -
01	140	1100	5110 - DENTAL INSURANCE	$ -	$ -	$ -	$ 474	$ -	$ -	$ -	$ -	$ -
01	140	1100	5115 - LIFE INSURANCE	$ -	$ -	$ -	$ 718	$ -	$ -	$ -	$ -	$ -
01	140	1100	5120 - MEDICAL INSURANCE	$ -	$ -	$ -	$ 5,568	$ -	$ -	$ -	$ -	$ -
01	140	1100	5125 - FICA-EMPLOYER SHARE	$ -	$ -	$ -	$ 5,203	$ -	$ -	$ -	$ -	$ -
01	140	1100	5130 - DEFERRED COMP.	$ -	$ -	$ -	$ 400	$ -	$ -	$ -	$ -	$ -
01	140	1100	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ -	$ -	$ 1,376	$ -	$ -	$ -	$ -	$ -
01	140	1100	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ -	$ -	$ 768	$ -	$ -	$ -	$ -	$ -
01	140	1100	5180 - ALLOCATED BENEFITS	$ -	$ -	$ 25,589	$ 14	$ 9,537	$ 10,014	$ 10,514	$ 11,040	$ 11,592
01	140	1100	5204 - STIPEND	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1100	5215 - CONTR SVCS-PROFESSIONAL	$ -	$ -	$ 93,000	$ 93,000	$ 85,000	$ 89,250	$ 93,713	$ 98,398	$ 103,318
01	140	1100	5406 - SPECIAL DEPT. SUPPLIES	$ -	$ -	$ 2,500	$ 388	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216
01	140	1100	5520 - MAINTENANCE-GENERAL	$ -	$ -	$ -	$ 2,500	$ -	$ -	$ -	$ -	$ -
01	140	1100	5715 - UTILITY-PHONE/CELL PHONE	$ -	$ -	$ 3,000	$ 1,061	$ -	$ -	$ -	$ -	$ -
01	140	1100	5908 - TRAINING	$ -	$ -	$ 500	$ 314	$ 500	$ 525	$ 551	$ 579	$ 608
01	140	1100	5950 - EQUIPMENT LEASE	$ -	$ -	$ 1,330	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1100	5956 - UNIFORMS	$ -	$ -	$ 700	$ 156	$ 750	$ 788	$ 827	$ 868	$ 912
01	140	1100	5966 - FUEL	$ -	$ -	$ 2,000	$ 1,585	$ 2,000	$ 2,100	$ 2,205	$ 2,315	$ 2,431
01	140	1100	TOTAL	$ -	$ -	$ 261,869	$ 181,624	$ 174,013	$ 180,080	$ 186,412	$ 193,020	$ 199,918
COMMUNITY & ECONOMIC DEVELOPMENT - PLANNING COMMISSION												
01	140	1410	5010 - SALARIES-FULL TIME	$ 9,000	$ 3,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1410	5125 - FICA-EMPLOYER SHARE	$ -	$ 230	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1410	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 100	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1410	5180 - ALLOCATED BENEFITS	$ 1,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1410	5204 - STIPEND	$ -	$ 3,600	$ 9,000	$ 8,250	$ 9,000	$ 9,000	$ 9,000	$ 9,000	$ 9,000
01	140	1410	5406 - SPECIAL DEPT. SUPPLIES	$ 300	$ 177	$ 300	$ 200	$ 300	$ 315	$ 331	$ 347	$ 365
01	140	1410	5908 - TRAINING	$ 4,000	$ 2,608	$ 4,000	$ -	$ 3,000	$ 3,150	$ 3,308	$ 3,473	$ 3,647
01	140	1410		$ 14,300	$ 9,715	$ 13,300	$ 8,450	$ 12,300	$ 12,465	$ 12,638	$ 12,820	$ 13,011
01	140	1410	5010 - SALARIES-FULL TIME	$ 225,780	$ 147,805	$ 63,750	$ 58,775	$ 149,211	$ 151,450	$ 153,721	$ 156,027	$ 158,367
01	140	1410	5020 - SALARIES-PART TIME	$ -	$ 34,751	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1410	5030 - OVERTIME	$ -	$ 1,299	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1410	5105 - VISION INSURANCE	$ -	$ 274	$ -	$ 90	$ -	$ -	$ -	$ -	$ -
01	140	1410	5110 - DENTAL INSURANCE	$ -	$ 1,875	$ -	$ 526	$ -	$ -	$ -	$ -	$ -
01	140	1410	5115 - LIFE INSURANCE	$ -	$ 2,631	$ -	$ 1,284	$ -	$ -	$ -	$ -	$ -
01	140	1410	5120 - MEDICAL INSURANCE	$ -	$ 20,135	$ -	$ 8,423	$ -	$ -	$ -	$ -	$ -
01	140	1410	5125 - FICA-EMPLOYER SHARE	$ -	$ 12,859	$ -	$ 4,496	$ -	$ -	$ -	$ -	$ -
01	140	1410	5130 - DEFERRED COMP.	$ -	$ 975	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1410	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ 12,136	$ -	$ 4,105	$ -	$ -	$ -	$ -	$ -
01	140	1410	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 712	$ -	$ 238	$ -	$ -	$ -	$ -	$ -
01	140	1410	5180 - ALLOCATED BENEFITS	$ 110,580	$ 39	$ 21,770	$ 25	$ 38,656	$ 40,589	$ 42,618	$ 44,749	$ 46,986
01	140	1410	5201 - SALARIES-OTHER	$ -	$ 3,400	$ -	$ -	$ -	$ -	$ -	$ -	$ -

City of South El Monte
Fiscal 2020-2021 Proposed Budget
General Fund Expenditures

FUND	DEPT	DIVISION	ACCOUNT	FY 18-19 Approved	FY 18-19 Actual	FY 19-20 Approved	FY 19-20 Actual	FY 20-21 Requested	FY 21-22 Forcasted	FY 22-23 Forcasted	FY 23-24 Forcasted	FY 24-25 Forcasted
01	140	1410	5210 - CONTR SVCS-PRIVATE	$ -	$ -	$ -	$ 25	$ -	$ -	$ -	$ -	$ -
01	140	1410	5215 - CONTR SVCS-PROFESSIONAL	$ 25,000	$ 20,258	$ 25,000	$ 3,596	$ 330,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000
01	140	1410	5406 - SPECIAL DEPT. SUPPLIES	$ 3,000	$ 1,773	$ 2,100	$ 1,318	$ 2,100	$ 2,205	$ 2,315	$ 2,431	$ 2,553
01	140	1410	5715 - UTILITY-PHONE/CELL PHONE	$ 4,000	$ 2,184	$ 2,500	$ 2,155	$ -	$ -	$ -	$ -	$ -
01	140	1410	5908 - TRAINING	$ 2,000	$ 3,297	$ 4,500	$ 395	$ 2,000	$ 2,100	$ 2,205	$ 2,315	$ 2,431
01	140	1410	5910 - CONFERENCES/SEMINARS	$ 3,000	$ 2,590	$ 3,500	$ 429	$ 1,500	$ 1,575	$ 1,654	$ 1,736	$ 1,823
01	140	1410	5914 - MEMBERSHIPS	$ 500	$ 355	$ 750	$ 105	$ 600	$ 630	$ 662	$ 695	$ 729
01	140	1410	5919 - LEGAL ADVERTISING	$ 200	$ -	$ -	$ 1,200	$ 2,400	$ 2,520	$ 2,646	$ 2,778	$ 2,917
01	140	1410	TOTAL	$ 374,060	$ 269,349	$ 123,870	$ 87,186	$ 526,467	$ 231,068	$ 235,821	$ 240,732	$ 245,807
COMMUNITY & ECONOMIC DEVELOPMENT - BUILDING & SAFETY												
01	140	1440	5010 - SALARIES-FULL TIME	$ 310,205	$ 319,145	$ 60,050	$ 169,484	$ 233,917	$ 237,425	$ 240,987	$ 244,602	$ 248,271
01	140	1440	5020 - SALARIES-PART TIME	$ 27,985	$ 18,941	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1440	5021 - LEAVE CASHOUT	$ -	$ 9,718	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1440	5030 - OVERTIME	$ -	$ 1,434	$ -	$ 2,335	$ -	$ -	$ -	$ -	$ -
01	140	1440	5105 - VISION INSURANCE	$ -	$ 897	$ -	$ 494	$ -	$ -	$ -	$ -	$ -
01	140	1440	5110 - DENTAL INSURANCE	$ -	$ 7,003	$ -	$ 6,399	$ -	$ -	$ -	$ -	$ -
01	140	1440	5115 - LIFE INSURANCE	$ -	$ 6,463	$ -	$ 3,383	$ -	$ -	$ -	$ -	$ -
01	140	1440	5120 - MEDICAL INSURANCE	$ -	$ 72,756	$ -	$ 40,034	$ -	$ -	$ -	$ -	$ -
01	140	1440	5125 - FICA-EMPLOYER SHARE	$ -	$ 26,113	$ -	$ 13,330	$ -	$ -	$ -	$ -	$ -
01	140	1440	5130 - DEFERRED COMP.	$ -	$ 3,837	$ -	$ 2,198	$ -	$ -	$ -	$ -	$ -
01	140	1440	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ 45,831	$ -	$ 21,000	$ -	$ -	$ -	$ -	$ -
01	140	1440	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 1,202	$ -	$ 803	$ -	$ -	$ -	$ -	$ -
01	140	1440	5180 - ALLOCATED BENEFITS	$ 166,964	$ 141	$ 35,530	$ 74	$ 106,438	$ 111,760	$ 117,348	$ 123,215	$ 129,376
01	140	1440	5201 - SALARIES-OTHER	$ -	$ 6,800	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1440	5210 - CONTR SVCS-PRIVATE	$ 223,000	$ 345,302	$ 250,000	$ 232,765	$ 250,000	$ 262,500	$ 275,625	$ 289,406	$ 303,877
01	140	1440	5215 - CONTR SVCS-PROFESSIONAL	$ 10,000	$ 11,010	$ -	$ 6,503	$ -	$ -	$ -	$ -	$ -
01	140	1440	5273 - FORECLOSED PROPERTY SVCS	$ 4,000	$ 8,506	$ 8,500	$ 460	$ 8,500	$ 8,925	$ 9,371	$ 9,840	$ 10,332
01	140	1440	5406 - SPECIAL DEPT. SUPPLIES	$ 2,500	$ 1,610	$ 1,000	$ 698	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216
01	140	1440	5715 - UTILITY-PHONE/CELL PHONE	$ 3,000	$ 3,289	$ -	$ 1,882	$ -	$ -	$ -	$ -	$ -
01	140	1440	5908 - TRAINING	$ 1,600	$ 741	$ 800	$ 978	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216
01	140	1440	5914 - MEMBERSHIPS	$ 575	$ 135	$ 600	$ -	$ 400	$ 420	$ 441	$ 463	$ 486
01	140	1440	5956 - UNIFORMS	$ 1,000	$ 375	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1440	5966 - FUEL	$ 4,000	$ 3,887	$ -	$ 322	$ -	$ -	$ -	$ -	$ -
01	140	1460	TOTAL	$ 754,829	$ 895,135	$ 356,480	$ 503,141	$ 601,255	$ 623,130	$ 645,977	$ 669,841	$ 694,772
COMMUNITY & ECONOMIC DEVELOPMENT - ANIMAL CONTROL												
01	140	1460	5010 - SALARIES-FULL TIME	$ 7,188	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1460	5180 - ALLOCATED BENEFITS	$ 2,291	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1460	5205 - CONTR SVCS-PUBLIC	$ 108,648	$ 108,713	$ -	$ -	$ 115,000	$ 120,750	$ 126,788	$ 133,127	$ 139,783
01	140	1460	TOTAL	$ 118,127	$ 108,713	$ -	$ -	$ 115,000	$ 120,750	$ 126,788	$ 133,127	$ 139,783

City of South El Monte
Fiscal 2020-2021 Proposed Budget
General Fund Expenditures

FUND	DEPT	DIVISION	ACCOUNT	FY 18-19 Approved	FY 18-19 Actual	FY 19-20 Approved	FY 19-20 Actual	FY 20-21 Requested	FY 21-22 Forcasted	FY 22-23 Forcasted	FY 23-24 Forcasted	FY 24-25 Forcasted
COMMUNITY & ECONOMIC DEVELOPMENT - ENVIRONMENTAL												
01	140	1475	5010 - SALARIES-FULL TIME	$ 12,371	$ 12,643	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1475	5105 - VISION INSURANCE	$ -	$ 10	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1475	5110 - DENTAL INSURANCE	$ -	$ 57	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1475	5115 - LIFE INSURANCE	$ -	$ 260	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1475	5120 - MEDICAL INSURANCE	$ -	$ 718	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1475	5125 - FICA-EMPLOYER SHARE	$ -	$ 967	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1475	5130 - DEFERRED COMP.	$ -	$ 193	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1475	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ 785	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1475	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 24	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1475	5180 - ALLOCATED BENEFITS	$ 3,274	$ 5	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1475	5215 - CONTR SVCS-PROFESSIONAL	$ 15,400	$ 26,919	$ -	$ 8,634	$ -	$ -	$ -	$ -	$ -
01	140	1475	5255 - INDUSTRIAL WASTE DISCHARG	$ 48,600	$ 37,621	$ -	$ 11,365	$ -	$ -	$ -	$ -	$ -
01	140	1475	5270 - NPDS COMPLIANCE	$ 60,000	$ 73,489	$ -	$ 43,930	$ -	$ -	$ -	$ -	$ -
01	140	1475	TOTAL	$ 139,645	$ 153,691	$ -	$ 63,929	$ -	$ -	$ -	$ -	$ -
COMMUNITY & ECONOMIC DEVELOPMENT - WASTE MANAGEMENT												
01	140	1480	5010 - SALARIES-FULL TIME	$ 6,186	$ 6,602	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1480	5105 - VISION INSURANCE	$ -	$ 5	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1480	5110 - DENTAL INSURANCE	$ -	$ 28	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1480	5115 - LIFE INSURANCE	$ -	$ 130	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1480	5120 - MEDICAL INSURANCE	$ -	$ 359	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1480	5125 - FICA-EMPLOYER SHARE	$ -	$ 505	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1480	5130 - DEFERRED COMP.	$ -	$ 96	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1480	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ 393	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1480	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 12	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1480	5180 - ALLOCATED BENEFITS	$ 1,640	$ 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1480	5215 - CONTR SVCS-PROFESSIONAL	$ 5,000	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	140	1480	TOTAL	$ 12,826	$ 13,134	$ -	$ -	$ -	$ -	$ -	$ -	$ -
COMMUNITY & ECONOMIC DEVELOPMENT - CODE ENFORCEMENT												
01	140	7020	5010 - SALARIES-FULL TIME	$ -	$ -	$ 152,255	$ 40,090	$ -	$ -	$ -	$ -	$ -
01	140	7020	5030 - OVERTIME	$ -	$ -	$ -	$ 360	$ -	$ -	$ -	$ -	$ -
01	140	7020	5105 - VISION INSURANCE	$ -	$ -	$ -	$ 100	$ -	$ -	$ -	$ -	$ -
01	140	7020	5110 - DENTAL INSURANCE	$ -	$ -	$ -	$ 893	$ -	$ -	$ -	$ -	$ -
01	140	7020	5115 - LIFE INSURANCE	$ -	$ -	$ -	$ 675	$ -	$ -	$ -	$ -	$ -
01	140	7020	5120 - MEDICAL INSURANCE	$ -	$ -	$ -	$ 7,863	$ -	$ -	$ -	$ -	$ -
01	140	7020	5125 - FICA-EMPLOYER SHARE	$ -	$ -	$ -	$ 3,089	$ -	$ -	$ -	$ -	$ -
01	140	7020	5130 - DEFERRED COMP.	$ -	$ -	$ -	$ 457	$ -	$ -	$ -	$ -	$ -
01	140	7020	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ -	$ -	$ 4,628	$ -	$ -	$ -	$ -	$ -
01	140	7020	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ -	$ -	$ 26	$ -	$ -	$ -	$ -	$ -
01	140	7020	5180 - ALLOCATED BENEFITS	$ -	$ -	$ 58,838	$ 14	$ -	$ -	$ -	$ -	$ -
01	140	7020	5215 - CONTR SVCS-PROFESSIONAL	$ -	$ -	$ 10,000	$ 12,258	$ 12,000	$ 12,600	$ 13,230	$ 13,892	$ 14,586

FUND	DEPT	DIVISION	ACCOUNT	FY 18-19 Approved	FY 18-19 Actual	FY 19-20 Approved	FY 19-20 Actual	FY 20-21 Requested	FY 21-22 Forcasted	FY 22-23 Forcasted	FY 23-24 Forcasted	FY 24-25 Forcasted
01	140	7020	5406 - SPECIAL DEPT. SUPPLIES	$ -	$ -	$ 1,000	$ 371	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216
01	140	7020	5715 - UTILITY-PHONE/CELL PHONE	$ -	$ -	$ 3,000	$ -	$ -	$ -	$ -	$ -	$ -
01	140	7020	5908 - TRAINING	$ -	$ -	$ 800	$ 161	$ 800	$ 840	$ 882	$ 926	$ 972
01	140	7020	5956 - UNIFORMS	$ -	$ -	$ 1,000	$ -	$ 2,000	$ 2,100	$ 2,205	$ 2,315	$ 2,431
01	140	7020	5966 - FUEL	$ -	$ -	$ 4,000	$ 3,000	$ 3,000	$ 3,150	$ 3,308	$ 3,473	$ 3,647
01	140	7020	TOTAL	$ -	$ -	$ 230,893	$ 73,985	$ 18,800	$ 19,740	$ 20,727	$ 21,763	$ 22,852
COMMUNITY SERVICES - COMMUNITY SERVICES COMMISSION												
01	150	1510	5010 - SALARIES-FULL TIME	$ 8,400	$ 5,150	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	150	1510	5020 - SALARIES-PART TIME	$ 360	$ 190	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	150	1510	5125 - FICA-EMPLOYER SHARE	$ -	$ 363	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	150	1510	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 159	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	150	1510	5180 - ALLOCATED BENEFITS	$ 938	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	150	1510	5204 - STIPEND	$ -	$ 3,200	$ 8,400	$ 4,800	$ 8,400	$ 8,400	$ 8,400	$ 8,400	$ 8,400
01	150	1510	5406 - SPECIAL DEPT. SUPPLIES	$ 400	$ 328	$ 200	$ 236	$ 250	$ 263	$ 276	$ 289	$ 304
01	150	1510	5910 - CONFERENCES/SEMINARS	$ 3,000	$ 2,068	$ 2,600	$ 224	$ 2,600	$ 2,730	$ 2,867	$ 3,010	$ 3,160
01	150	1510	5914 - MEMBERSHIPS	$ 1,200	$ -	$ 1,400	$ 1,400	$ 1,400	$ 1,470	$ 1,544	$ 1,621	$ 1,702
01	150	1510	TOTAL	$ 14,298	$ 11,458	$ 12,600	$ 6,660	$ 12,650	$ 12,863	$ 13,086	$ 13,320	$ 13,566
COMMUNITY SERVICES - PATRIOTIC COMMISSION												
01	150	1515	5010 - SALARIES-FULL TIME	$ 6,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	150	1515	5020 - SALARIES-PART TIME	$ 180	$ 127	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	150	1515	5125 - FICA-EMPLOYER SHARE	$ -	$ 10	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	150	1515	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	150	1515	5180 - ALLOCATED BENEFITS	$ 664	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	150	1515	5204 - STIPEND	$ -	$ 3,000	$ 6,000	$ 2,200	$ 6,000	$ 6,000	$ 6,000	$ 6,000	$ 6,000
01	150	1515	5406 - SPECIAL DEPT. SUPPLIES	$ 1,300	$ 931	$ 1,300	$ -	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216
01	150	1515	TOTAL	$ 8,144	$ 4,070	$ 7,300	$ 2,200	$ 7,000	$ 7,050	$ 7,103	$ 7,158	$ 7,216
COMMUNITY SERVICES - EMERGENCY COMMUNITY RESOURCE SERVICES												
01	150	1520	5020 - SALARIES-PART TIME	$ -	$ -	$ -	$ 98	$ -	$ -	$ -	$ -	$ -
01	150	1520	5125 - FICA-EMPLOYER SHARE	$ -	$ -	$ -	$ 8	$ -	$ -	$ -	$ -	$ -
01	150	1520	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ -	$ -	$ 2	$ -	$ -	$ -	$ -	$ -
01	150	1520	5430 - SUPPLIES-ACTIVITIES	$ 3,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	150	1520	5908 - TRAINING	$ 4,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	150	1520	5914 - MEMBERSHIPS	$ 1,010	$ -	$ -	$ 1,043	$ -	$ -	$ -	$ -	$ -
01	150	1520	TOTAL	$ 8,010	$ -	$ -	$ 1,151	$ -	$ -	$ -	$ -	$ -
COMMUNITY SERVICES - EMERGENCY SERVICES												
01	150	1520	5430 - SUPPLIES-ACTIVITIES	$ -	$ 1,404	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	150	1520	5914 - MEMBERSHIPS	$ -	$ 1,043	$ -	$ -	$ -	$ -	$ -	$ -	$ -

FUND	DEPT	DIVISION	ACCOUNT	FY 18-19 Approved	FY 18-19 Actual	FY 19-20 Approved	FY 19-20 Actual	FY 20-21 Requested	FY 21-22 Forcasted	FY 22-23 Forcasted	FY 23-24 Forcasted	FY 24-25 Forcasted
01	150	1520	TOTAL	$ -	$ 2,447	$ -	$ -	$ -	$ -	$ -	$ -	$ -
COMMUNITY SERVICES - SENIOR SERVICES												
01	150	1530	5010 - SALARIES-FULL TIME	$ 25,783	$ 24,970	$ 29,628	$ 25,852	$ 43,376	$ 44,026	$ 44,687	$ 45,357	$ 46,037
01	150	1530	5020 - SALARIES-PART TIME	$ 57,500	$ 56,326	$ 58,500	$ 49,192	$ 17,938	$ 18,207	$ 18,480	$ 18,757	$ 19,039
01	150	1530	5021 - LEAVE CASHOUT	$ -	$ 2,780	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	150	1530	5030 - OVERTIME	$ -	$ 1,044	$ -	$ 150	$ -	$ -	$ -	$ -	$ -
01	150	1530	5105 - VISION INSURANCE	$ -	$ 78	$ -	$ 86	$ -	$ -	$ -	$ -	$ -
01	150	1530	5110 - DENTAL INSURANCE	$ -	$ 546	$ -	$ 630	$ -	$ -	$ -	$ -	$ -
01	150	1530	5115 - LIFE INSURANCE	$ -	$ 498	$ -	$ 534	$ -	$ -	$ -	$ -	$ -
01	150	1530	5120 - MEDICAL INSURANCE	$ -	$ 5,546	$ -	$ 6,891	$ -	$ -	$ -	$ -	$ -
01	150	1530	5125 - FICA-EMPLOYER SHARE	$ -	$ 6,512	$ -	$ 5,752	$ -	$ -	$ -	$ -	$ -
01	150	1530	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ 1,618	$ -	$ 1,781	$ -	$ -	$ -	$ -	$ -
01	150	1530	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 825	$ -	$ 634	$ -	$ -	$ -	$ -	$ -
01	150	1530	5180 - ALLOCATED BENEFITS	$ 21,101	$ 7	$ 14,328	$ 11	$ 18,662	$ 19,595	$ 20,575	$ 21,604	$ 22,684
01	150	1530	5201 - SALARIES-OTHER	$ -	$ 3,400	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	150	1530	5215 - CONTR SVCS-PROFESSIONAL	$ -	$ -	$ -	$ 150	$ -	$ -	$ -	$ -	$ -
01	150	1530	5406 - SPECIAL DEPT. SUPPLIES	$ 3,000	$ 2,808	$ 3,000	$ 1,852	$ 2,200	$ 2,310	$ 2,426	$ 2,547	$ 2,674
01	150	1530	5430 - SUPPLIES-ACTIVITIES	$ 7,000	$ 7,555	$ 5,000	$ 5,290	$ 4,500	$ 4,725	$ 4,961	$ 5,209	$ 5,470
01	150	1530	5440 - FOOD	$ -	$ -	$ -	$ 243	$ 22,950	$ 24,098	$ 25,302	$ 26,567	$ 27,896
01	150	1530	5715 - UTILITY-PHONE/CELL PHONE	$ 1,000	$ 1,250	$ 1,100	$ 1,120	$ -	$ -	$ -	$ -	$ -
01	150	1530	5908 - TRAINING	$ 1,000	$ 1,129	$ 500	$ 655	$ 750	$ 788	$ 827	$ 868	$ 912
01	150	1530	5910 - CONFERENCES/SEMINARS	$ 500	$ 340	$ 3,500	$ 234	$ 3,000	$ 3,150	$ 3,308	$ 3,473	$ 3,647
01	150	1530	5937 - VOLUNTEER RECOGNITN DINNR	$ 2,300	$ 2,347	$ 2,300	$ -	$ 2,300	$ 2,415	$ 2,536	$ 2,663	$ 2,796
01	150	1530	5952 - SPECIAL EVENTS	$ 11,000	$ 8,741	$ 9,000	$ 5,823	$ 7,500	$ 7,875	$ 8,269	$ 8,682	$ 9,116
01	150	1530	5956 - UNIFORMS	$ 200	$ 200	$ 250	$ 121	$ 300	$ 315	$ 331	$ 347	$ 365
01	150	1530	6020 - EQUIPMENT	$ 3,500	$ 3,641	$ 1,000	$ -	$ 35,000	$ -	$ -	$ -	$ -
01	150	1530	TOTAL	$ 133,884	$ 132,159	$ 128,106	$ 107,001	$ 158,476	$ 127,503	$ 131,700	$ 136,075	$ 140,634
COMMUNITY SERVICES - EXTENDED DAY CARE												
01	150	1535	5020 - SALARIES-PART TIME	$ 55,650	$ 70,109	$ -	$ 17,211	$ -	$ -	$ -	$ -	$ -
01	150	1535	5105 - VISION INSURANCE	$ -	$ 304	$ -	$ 183	$ -	$ -	$ -	$ -	$ -
01	150	1535	5110 - DENTAL INSURANCE	$ -	$ 1,726	$ -	$ 1,067	$ -	$ -	$ -	$ -	$ -
01	150	1535	5115 - LIFE INSURANCE	$ -	$ 704	$ -	$ 564	$ -	$ -	$ -	$ -	$ -
01	150	1535	5120 - MEDICAL INSURANCE	$ -	$ 22,037	$ -	$ 12,991	$ -	$ -	$ -	$ -	$ -
01	150	1535	5125 - FICA-EMPLOYER SHARE	$ -	$ 5,363	$ -	$ 1,317	$ -	$ -	$ -	$ -	$ -
01	150	1535	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ 5,589	$ -	$ 3,172	$ -	$ -	$ -	$ -	$ -
01	150	1535	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 1,390	$ -	$ 288	$ -	$ -	$ -	$ -	$ -
01	150	1535	5180 - ALLOCATED BENEFITS	$ 6,161	$ 16	$ -	$ 13	$ -	$ -	$ -	$ -	$ -
01	150	1535	5430 - SUPPLIES-ACTIVITIES	$ 1,000	$ 634	$ 1,000	$ 220	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216
01	150	1535	6015 - OFFICE EQUIPMENT	$ -	$ 1,996	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	150	1535	TOTAL	$ 62,811	$ 109,869	$ 1,000	$ 37,026	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216

City of South El Monte
Fiscal 2020-2021 Proposed Budget
General Fund Expenditures

FUND	DEPT	DIVISION	ACCOUNT	FY 18-19 Approved	FY 18-19 Actual	FY 19-20 Approved	FY 19-20 Actual	FY 20-21 Requested	FY 21-22 Forcasted	FY 22-23 Forcasted	FY 23-24 Forcasted	FY 24-25 Forcasted
COMMUNITY SERVICES - RECREATION												
01	150	1540	5010 - SALARIES-FULL TIME	$ 178,000	$ 130,367	$ 167,430	$ 134,760	$ 179,201	$ 181,889	$ 184,617	$ 187,387	$ 190,197
01	150	1540	5020 - SALARIES-PART TIME	$ 347,880	$ 278,199	$ 553,120	$ 415,455	$ 187,657	$ 190,472	$ 193,329	$ 196,229	$ 199,172
01	150	1540	5025 - SALARIES-PART TIME SEASON	$ -	$ -	$ 113,848	$ 66,008	$ -	$ -	$ -	$ -	$ -
01	150	1540	5030 - OVERTIME	$ 5,000	$ 4,109	$ -	$ 4,013	$ -	$ -	$ -	$ -	$ -
01	150	1540	5105 - VISION INSURANCE	$ -	$ 492	$ -	$ 595	$ -	$ -	$ -	$ -	$ -
01	150	1540	5110 - DENTAL INSURANCE	$ -	$ 3,710	$ -	$ 4,509	$ -	$ -	$ -	$ -	$ -
01	150	1540	5115 - LIFE INSURANCE	$ -	$ 2,778	$ -	$ 2,844	$ -	$ -	$ -	$ -	$ -
01	150	1540	5120 - MEDICAL INSURANCE	$ -	$ 35,503	$ -	$ 42,623	$ -	$ -	$ -	$ -	$ -
01	150	1540	5125 - FICA-EMPLOYER SHARE	$ -	$ 31,570	$ -	$ 47,449	$ -	$ -	$ -	$ -	$ -
01	150	1540	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ 8,788	$ -	$ 12,853	$ -	$ -	$ -	$ -	$ -
01	150	1540	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 6,341	$ -	$ 10,042	$ -	$ -	$ -	$ -	$ -
01	150	1540	5180 - ALLOCATED BENEFITS	$ 136,751	$ 50	$ 103,812	$ 49	$ 97,662	$ 102,545	$ 107,673	$ 113,056	$ 118,709
01	150	1540	5201 - SALARIES-OTHER	$ -	$ 5,100	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	150	1540	5210 - CONTR SVCS-PRIVATE	$ 10,000	$ 3,730	$ -	$ 1,982	$ 2,400	$ 2,520	$ 2,646	$ 2,778	$ 2,917
01	150	1540	5406 - SPECIAL DEPT. SUPPLIES	$ 2,000	$ 9,326	$ 3,000	$ 2,875	$ 3,000	$ 3,150	$ 3,308	$ 3,473	$ 3,647
01	150	1540	5430 - SUPPLIES-ACTIVITIES	$ -	$ 3,394	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	150	1540	5431 - PROGRAM SUPPLIES	$ 25,000	$ 24,579	$ 27,000	$ 17,628	$ 27,000	$ 28,350	$ 29,768	$ 31,256	$ 32,819
01	150	1540	5715 - UTILITY-PHONE/CELL PHONE	$ 1,200	$ 1,684	$ 1,200	$ 1,800	$ -	$ -	$ -	$ -	$ -
01	150	1540	5908 - TRAINING	$ 1,000	$ 396	$ 1,000	$ 1,063	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216
01	150	1540	5910 - CONFERENCES/SEMINARS	$ 2,000	$ 2,061	$ 2,000	$ 1,612	$ 2,000	$ 2,100	$ 2,205	$ 2,315	$ 2,431
01	150	1540	5912 - MEETING EXPENSE	$ 500	$ 158	$ 500	$ 400	$ 500	$ 525	$ 551	$ 579	$ 608
01	150	1540	5913 - BANK CHARGES	$ 200	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	150	1540	5914 - MEMBERSHIPS	$ 1,500	$ 260	$ 1,500	$ 731	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216
01	150	1540	5951 - FACILITY RENTAL	$ 13,000	$ 5,382	$ 10,000	$ 831	$ 3,000	$ 3,150	$ 3,308	$ 3,473	$ 3,647
01	150	1540	5952 - SPECIAL EVENTS	$ -	$ 1,254	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	150	1540	5954 - SECURITY	$ 4,000	$ 1,906	$ 3,000	$ 1,058	$ 1,500	$ 1,575	$ 1,654	$ 1,736	$ 1,823
01	150	1540	5956 - UNIFORMS	$ 3,000	$ 2,865	$ 3,500	$ 2,554	$ 5,500	$ 5,775	$ 6,064	$ 6,367	$ 6,685
01	150	1540	6015 - OFFICE EQUIPMENT	$ 1,500	$ -	$ 500	$ -	$ 250	$ -	$ -	$ -	$ -
01	150	1540	TOTAL	$ 732,531	$ 564,001	$ 991,410	$ 773,733	$ 511,670	$ 524,151	$ 537,326	$ 550,964	$ 565,086
RECREATION PROGRAMS - YOUTH SPORTS												
01	151	1541	5020 - SALARIES-PART TIME	$ 23,120	$ 18,595	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	151	1541	5125 - FICA-EMPLOYER SHARE	$ -	$ 1,423	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	151	1541	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 381	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	151	1541	5180 - ALLOCATED BENEFITS	$ 9,385	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	151	1541	5215 - CONTR SVCS-PROFESSIONAL	$ 6,300	$ 4,501	$ 6,300	$ 6,345	$ 6,300	$ 6,615	$ 6,946	$ 7,293	$ 7,658
01	151	1541	5430 - SUPPLIES-ACTIVITIES	$ 8,000	$ 9,568	$ 8,000	$ 6,348	$ 8,000	$ 8,400	$ 8,820	$ 9,261	$ 9,724
01	151	1541	5440 - FOOD	$ 1,600	$ 1,372	$ 1,600	$ 744	$ 1,600	$ 1,680	$ 1,764	$ 1,852	$ 1,945
01	151	1541	5490 - SNACK BAR SUPPLY	$ 1,000	$ 189	$ 1,000	$ -	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216
01	151	1541	5499 - MINOR EQUIPMENT	$ 1,000	$ 946	$ 1,000	$ 829	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216
01	151	1541	5956 - UNIFORMS	$ 12,000	$ 11,863	$ 15,000	$ 12,361	$ 8,000	$ 8,400	$ 8,820	$ 9,261	$ 9,724
01	151	1541	6020 - EQUIPMENT	$ 1,000	$ -	$ 1,000	$ -	$ 1,500	$ -	$ -	$ -	$ -

FUND	DEPT	DIVISION	ACCOUNT	FY 18-19 Approved	FY 18-19 Actual	FY 19-20 Approved	FY 19-20 Actual	FY 20-21 Requested	FY 21-22 Forcasted	FY 22-23 Forcasted	FY 23-24 Forcasted	FY 24-25 Forcasted
01	151	1541	TOTAL	$ 63,405	$ 48,837	$ 33,900	$ 26,627	$ 27,400	$ 27,195	$ 28,555	$ 29,982	$ 31,482
RECREATION PROGRAMS - BOXING												
01	151	1542	5020 - SALARIES-PART TIME	$ 75,950	$ 72,377	$ -	$ 47,193	$ 20,705	$ 21,015	$ 21,331	$ 21,651	$ 21,975
01	151	1542	5105 - VISION INSURANCE	$ -	$ 108	$ -	$ 63	$ -	$ -	$ -	$ -	$ -
01	151	1542	5110 - DENTAL INSURANCE	$ -	$ 615	$ -	$ 369	$ -	$ -	$ -	$ -	$ -
01	151	1542	5115 - LIFE INSURANCE	$ -	$ 397	$ -	$ 456	$ -	$ -	$ -	$ -	$ -
01	151	1542	5120 - MEDICAL INSURANCE	$ -	$ 7,727	$ -	$ 4,688	$ -	$ -	$ -	$ -	$ -
01	151	1542	5125 - FICA-EMPLOYER SHARE	$ -	$ 5,537	$ -	$ 3,610	$ -	$ -	$ -	$ -	$ -
01	151	1542	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ 5,420	$ -	$ 3,749	$ -	$ -	$ -	$ -	$ -
01	151	1542	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 1,111	$ -	$ 775	$ -	$ -	$ -	$ -	$ -
01	151	1542	5180 - ALLOCATED BENEFITS	$ 9,546	$ 4	$ -	$ 3	$ 5,940	$ 6,237	$ 6,548	$ 6,876	$ 7,220
01	151	1542	5499 - MINOR EQUIPMENT	$ 6,000	$ 5,673	$ 6,000	$ 5,384	$ 6,000	$ 6,300	$ 6,615	$ 6,946	$ 7,293
01	151	1542	5914 - MEMBERSHIPS	$ 700	$ -	$ 700	$ 650	$ 700	$ 735	$ 772	$ 810	$ 851
01	151	1542	5952 - SPECIAL EVENTS	$ 6,000	$ 6,038	$ 9,500	$ 8,455	$ 6,500	$ 6,825	$ 7,166	$ 7,525	$ 7,901
01	151	1542	5956 - UNIFORMS	$ 150	$ 133	$ 150	$ 143	$ 150	$ 158	$ 165	$ 174	$ 182
01	151	1542	TOTAL	$ 98,346	$ 105,139	$ 16,350	$ 75,539	$ 39,994	$ 41,269	$ 42,597	$ 43,981	$ 45,422
RECREATION PROGRAMS - SPECIAL EVENTS												
01	151	1543	5020 - SALARIES-PART TIME	$ 15,840	$ 9,894	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	151	1543	5125 - FICA-EMPLOYER SHARE	$ -	$ 757	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	151	1543	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 174	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	151	1543	5180 - ALLOCATED BENEFITS	$ 3,592	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	151	1543	5430 - SUPPLIES-ACTIVITIES	$ 2,000	$ 1,631	$ 2,000	$ 697	$ 2,000	$ 2,100	$ 2,205	$ 2,315	$ 2,431
01	151	1543	5495 - ANNIVERSARY CELEBRTN	$ 30,000	$ 23,774	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	151	1543	5952 - SPECIAL EVENTS	$ 33,000	$ 34,052	$ 33,000	$ 28,676	$ 20,000	$ 21,000	$ 22,050	$ 23,153	$ 24,310
01	151	1543	TOTAL	$ 84,432	$ 70,283	$ 35,000	$ 29,373	$ 22,000	$ 23,100	$ 24,255	$ 25,468	$ 26,741
RECREATION PROGRAMS - FOURTH OF JULY												
01	151	1544	5020 - SALARIES-PART TIME	$ 4,966	$ 5,029	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	151	1544	5030 - OVERTIME	$ 7,707	$ -	$ -	$ 6,995	$ -	$ -	$ -	$ -	$ -
01	151	1544	5105 - VISION INSURANCE	$ -	$ -	$ -	$ 24	$ -	$ -	$ -	$ -	$ -
01	151	1544	5110 - DENTAL INSURANCE	$ -	$ -	$ -	$ 187	$ -	$ -	$ -	$ -	$ -
01	151	1544	5120 - MEDICAL INSURANCE	$ -	$ -	$ -	$ 1,661	$ -	$ -	$ -	$ -	$ -
01	151	1544	5125 - FICA-EMPLOYER SHARE	$ -	$ 385	$ -	$ 535	$ -	$ -	$ -	$ -	$ -
01	151	1544	5130 - DEFERRED COMP.	$ -	$ -	$ -	$ 24	$ -	$ -	$ -	$ -	$ -
01	151	1544	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ -	$ -	$ 585	$ -	$ -	$ -	$ -	$ -
01	151	1544	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 120	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	151	1544	5180 - ALLOCATED BENEFITS	$ 665	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	151	1544	5210 - CONTR SVCS-PRIVATE	$ 22,500	$ 22,000	$ 22,000	$ -	$ 12,000	$ 12,600	$ 13,230	$ 13,892	$ 14,586
01	151	1544	5430 - SUPPLIES-ACTIVITIES	$ 7,000	$ 8,734	$ 15,538	$ 11,783	$ -	$ -	$ -	$ -	$ -
01	151	1544	5952 - SPECIAL EVENTS	$ 20,000	$ 11,490	$ 20,000	$ 12,899	$ -	$ -	$ -	$ -	$ -

FUND	DEPT	DIVISION	ACCOUNT	FY 18-19 Approved	FY 18-19 Actual	FY 19-20 Approved	FY 19-20 Actual	FY 20-21 Requested	FY 21-22 Forcasted	FY 22-23 Forcasted	FY 23-24 Forcasted	FY 24-25 Forcasted
01	151	1544	TOTAL	$ 62,838	$ 47,756	$ 57,538	$ 34,694	$ 12,000	$ 12,600	$ 13,230	$ 13,892	$ 14,586
RECREATION PROGRAMS - CONCERTS IN THE PARK												
01	151	1545	5020 - SALARIES-PART TIME	$ 4,998	$ 3,778	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	151	1545	5125 - FICA-EMPLOYER SHARE	$ -	$ 289	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	151	1545	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 36	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	151	1545	5180 - ALLOCATED BENEFITS	$ 382	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	151	1545	5210 - CONTR SVCS-PRIVATE	$ 10,000	$ 12,064	$ 10,000	$ 12,118	$ 4,000	$ 4,200	$ 4,410	$ 4,631	$ 4,862
01	151	1545	5430 - SUPPLIES-ACTIVITIES	$ 2,500	$ 5,753	$ 5,500	$ 3,687	$ 600	$ 630	$ 662	$ 695	$ 729
01	151	1545	TOTAL	$ 17,880	$ 21,921	$ 15,500	$ 15,805	$ 4,600	$ 4,830	$ 5,072	$ 5,325	$ 5,591
RECREATION PROGRAMS - CHRISTMAS WISH												
01	151	1546	5020 - SALARIES-PART TIME	$ 4,376	$ 2,228	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	151	1546	5125 - FICA-EMPLOYER SHARE	$ -	$ 170	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	151	1546	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 36	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	151	1546	5180 - ALLOCATED BENEFITS	$ 335	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	151	1546	5210 - CONTR SVCS-PRIVATE	$ 3,000	$ 3,268	$ 3,500	$ 3,555	$ -	$ -	$ -	$ -	$ -
01	151	1546	5406 - SPECIAL DEPT. SUPPLIES	$ 17,500	$ 15,162	$ 17,500	$ 13,716	$ 16,000	$ 16,800	$ 17,640	$ 18,522	$ 19,448
01	151	1546	5440 - FOOD	$ 1,500	$ 2,230	$ 2,500	$ 3,283	$ -	$ -	$ -	$ -	$ -
01	151	1546	TOTAL	$ 26,711	$ 23,095	$ 23,500	$ 20,554	$ 16,000	$ 16,800	$ 17,640	$ 18,522	$ 19,448
PUBLIC WORKS - COMMUNITY CENTER												
01	160	1610	5406 - SPECIAL DEPT. SUPPLIES	$ 1,000	$ 777	$ 750	$ 813	$ -	$ -	$ -	$ -	$ -
01	160	1610	5420 - EMERGENCY SUPPLIES	$ 2,000	$ 870	$ 1,100	$ 181	$ 500	$ 525	$ 551	$ 579	$ 608
01	160	1610	5505 - EQUIPMENT MAINTENANCE	$ 8,000	$ 7,531	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	160	1610	5515 - JANITORIAL/CUSTODIAL SVCS	$ 35,000	$ 46,105	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	160	1610	5520 - MAINTENANCE-GENERAL	$ 30,000	$ 37,258	$ 30,000	$ 24,040	$ 24,000	$ 25,200	$ 26,460	$ 27,783	$ 29,172
01	160	1610	5705 - UTILITY-GAS	$ 3,000	$ 2,148	$ 2,500	$ 2,130	$ 2,500	$ 2,625	$ 2,756	$ 2,894	$ 3,039
01	160	1610	5710 - UTILITY-ELECTRICITY	$ 11,000	$ 17,373	$ 21,000	$ 24,120	$ 17,000	$ 17,850	$ 18,743	$ 19,680	$ 20,664
01	160	1610	5720 - UTILITY-WATER	$ 6,500	$ 7,775	$ 8,400	$ 5,928	$ 8,400	$ 8,820	$ 9,261	$ 9,724	$ 10,210
01	160	1610	5950 - EQUIPMENT LEASE	$ 13,000	$ 17,463	$ -	$ 3,163	$ -	$ -	$ -	$ -	$ -
01	160	1610	6025 - IMPROVEMENTS	$ 60,000	$ -	$ -	$ -	$ 39,000	$ -	$ -	$ -	$ -
01	160	1610	6115 - LOAN REPAYMENT	$ 1,700	$ 1,347	$ 1,700	$ 748	$ -	$ -	$ -	$ -	$ -
01	160	1610	TOTAL	$ 171,200	$ 138,646	$ 65,450	$ 61,123	$ 91,400	$ 55,020	$ 57,771	$ 60,660	$ 63,693
PUBLIC WORKS - SENIOR CENTER												
01	160	1620	5406 - SPECIAL DEPT. SUPPLIES	$ -	$ -	$ -	$ 138	$ -	$ -	$ -	$ -	$ -
01	160	1620	5420 - EMERGENCY SUPPLIES	$ 600	$ 531	$ 600	$ 181	$ 500	$ 525	$ 551	$ 579	$ 608
01	160	1620	5515 - JANITORIAL/CUSTODIAL SVCS	$ 40,000	$ 34,855	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	160	1620	5520 - MAINTENANCE-GENERAL	$ 26,000	$ 30,004	$ 25,000	$ 19,500	$ 24,000	$ 25,200	$ 26,460	$ 27,783	$ 29,172
01	160	1620	5705 - UTILITY-GAS	$ 4,000	$ 3,627	$ 4,000	$ 3,561	$ 4,000	$ 4,200	$ 4,410	$ 4,631	$ 4,862

FUND	DEPT	DIVISION	ACCOUNT	FY 18-19 Approved	FY 18-19 Actual	FY 19-20 Approved	FY 19-20 Actual	FY 20-21 Requested	FY 21-22 Forcasted	FY 22-23 Forcasted	FY 23-24 Forcasted	FY 24-25 Forcasted
01	160	1620	5710 - UTILITY-ELECTRICITY	$ 27,000	$ 15,860	$ 20,000	$ 18,578	$ 20,000	$ 21,000	$ 22,050	$ 23,153	$ 24,310
01	160	1620	5720 - UTILITY-WATER	$ 7,000	$ 8,172	$ 8,000	$ 7,576	$ 8,000	$ 8,400	$ 8,820	$ 9,261	$ 9,724
01	160	1620	5950 - EQUIPMENT LEASE	$ 7,000	$ 12,380	$ -	$ 6,697	$ 8,000	$ 8,400	$ 8,820	$ 9,261	$ 9,724
01	160	1620	6025 - IMPROVEMENTS	$ -	$ -	$ -	$ 15,000	$ 7,000	$ -	$ -	$ -	$ -
01	160	1620	6115 - LOAN REPAYMENT	$ 2,100	$ 1,593	$ 2,100	$ 885	$ -	$ -	$ -	$ -	$ -
01	160	1620	TOTAL	$ 113,700	$ 107,021	$ 59,700	$ 72,115	$ 71,500	$ 67,725	$ 71,111	$ 74,667	$ 78,400
PUBLIC WORKS - MINI-CENTER												
01	160	1630	5420 - EMERGENCY SUPPLIES	$ 400	$ 231	$ 400	$ -	$ 150	$ 158	$ 165	$ 174	$ 182
01	160	1630	5505 - EQUIPMENT MAINTENANCE	$ 610	$ 523	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	160	1630	5515 - JANITORIAL/CUSTODIAL SVCS	$ 20,000	$ 11,853	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	160	1630	5520 - MAINTENANCE-GENERAL	$ 20,000	$ 25,980	$ 15,000	$ 7,702	$ 15,000	$ 15,750	$ 16,538	$ 17,364	$ 18,233
01	160	1630	5705 - UTILITY-GAS	$ 800	$ 1,061	$ 1,100	$ 778	$ 1,100	$ 1,155	$ 1,213	$ 1,273	$ 1,337
01	160	1630	5710 - UTILITY-ELECTRICITY	$ 14,000	$ 9,220	$ 10,000	$ 5,591	$ 8,000	$ 8,400	$ 8,820	$ 9,261	$ 9,724
01	160	1630	5715 - UTILITY-PHONE/CELL PHONE	$ 350	$ 21	$ 350	$ -	$ -	$ -	$ -	$ -	$ -
01	160	1630	5720 - UTILITY-WATER	$ 3,500	$ 10,984	$ 3,500	$ 5,096	$ 3,500	$ 3,675	$ 3,859	$ 4,052	$ 4,254
01	160	1630	5950 - EQUIPMENT LEASE	$ 3,100	$ 3,037	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	160	1630	5952 - SPECIAL EVENTS	$ -	$ -	$ -	$ 160	$ -	$ -	$ -	$ -	$ -
01	160	1630	6025 - IMPROVEMENTS	$ 32,000	$ -	$ -	$ 16,000	$ 33,000	$ -	$ -	$ -	$ -
01	160	1630	6115 - LOAN REPAYMENT	$ 2,500	$ -	$ 2,500	$ -	$ -	$ -	$ -	$ -	$ -
01	160	1630	TOTAL	$ 97,260	$ 62,910	$ 32,850	$ 35,328	$ 60,750	$ 29,138	$ 30,594	$ 32,124	$ 33,730
PUBLIC WORKS - AQUATICS												
01	160	1640	5020 - SALARIES-PART TIME	$ 113,848	$ 77,167	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	160	1640	5125 - FICA-EMPLOYER SHARE	$ -	$ 5,903	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	160	1640	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 1,989	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	160	1640	5180 - ALLOCATED BENEFITS	$ 13,707	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	160	1640	5406 - SPECIAL DEPT. SUPPLIES	$ 2,000	$ 1,166	$ 1,300	$ (20)	$ -	$ -	$ -	$ -	$ -
01	160	1640	5420 - EMERGENCY SUPPLIES	$ 500	$ 1,019	$ 900	$ -	$ 500	$ 525	$ 551	$ 579	$ 608
01	160	1640	5425 - POOL SUPPLIES	$ 10,000	$ 13,141	$ 12,300	$ 8,025	$ 12,300	$ 12,915	$ 13,561	$ 14,239	$ 14,951
01	160	1640	5520 - MAINTENANCE-GENERAL	$ 30,500	$ 39,745	$ 20,000	$ 21,972	$ 30,000	$ 31,500	$ 33,075	$ 34,729	$ 36,465
01	160	1640	5705 - UTILITY-GAS	$ 10,000	$ 10,784	$ 12,200	$ 4,390	$ 11,000	$ 11,550	$ 12,128	$ 12,734	$ 13,371
01	160	1640	5710 - UTILITY-ELECTRICITY	$ 600	$ 451	$ 500	$ 253	$ 500	$ 525	$ 551	$ 579	$ 608
01	160	1640	5720 - UTILITY-WATER	$ 20,000	$ 22,444	$ 22,000	$ 16,728	$ 20,000	$ 21,000	$ 22,050	$ 23,153	$ 24,310
01	160	1640	5908 - TRAINING	$ 800	$ 670	$ 800	$ -	$ -	$ -	$ -	$ -	$ -
01	160	1640	5956 - UNIFORMS	$ 2,000	$ 1,860	$ 2,000	$ 303	$ -	$ -	$ -	$ -	$ -
01	160	1640	TOTAL	$ 203,955	$ 176,339	$ 72,000	$ 51,651	$ 74,300	$ 78,015	$ 81,916	$ 86,012	$ 90,312
PUBLIC WORKS - NEW TEMPLE PARK												
01	160	1650	5020 - SALARIES-PART TIME	$ 70,000	$ 34,442	$ -	$ 1,324	$ -	$ -	$ -	$ -	$ -
01	160	1650	5125 - FICA-EMPLOYER SHARE	$ -	$ 2,635	$ -	$ 101	$ -	$ -	$ -	$ -	$ -
01	160	1650	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 670	$ -	$ 25	$ -	$ -	$ -	$ -	$ -

City of South El Monte
Fiscal 2020-2021 Proposed Budget
General Fund Expenditures

FUND	DEPT	DIVISION	ACCOUNT	FY 18-19 Approved	FY 18-19 Actual	FY 19-20 Approved	FY 19-20 Actual	FY 20-21 Requested	FY 21-22 Forcasted	FY 22-23 Forcasted	FY 23-24 Forcasted	FY 24-25 Forcasted
01	160	1650	5180 - ALLOCATED BENEFITS	$ 6,545	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	160	1650	5420 - EMERGENCY SUPPLIES	$ 700	$ 409	$ 700	$ 181	$ 400	$ 420	$ 441	$ 463	$ 486
01	160	1650	5515 - JANITORIAL/CUSTODIAL SVCS	$ 6,500	$ 3,954	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	160	1650	5520 - MAINTENANCE-GENERAL	$ 27,000	$ 30,319	$ 25,000	$ 23,200	$ 25,000	$ 26,250	$ 27,563	$ 28,941	$ 30,388
01	160	1650	5705 - UTILITY-GAS	$ 1,000	$ 783	$ 1,000	$ 505	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216
01	160	1650	5710 - UTILITY-ELECTRICITY	$ 13,000	$ 11,200	$ 13,000	$ 6,313	$ 13,000	$ 13,650	$ 14,333	$ 15,049	$ 15,802
01	160	1650	5720 - UTILITY-WATER	$ 40,000	$ 34,017	$ 40,000	$ 27,596	$ 35,000	$ 36,750	$ 38,588	$ 40,517	$ 42,543
01	160	1650	5950 - EQUIPMENT LEASE	$ 3,000	$ 2,617	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	160	1650	6025 - IMPROVEMENTS	$ 30,000	$ 195	$ -	$ -	$ 35,000	$ -	$ -	$ -	$ -
01	160	1650	6115 - LOAN REPAYMENT	$ 1,500	$ 885	$ 1,500	$ 492	$ -	$ -	$ -	$ -	$ -
01	160	1650	TOTAL	$ 199,245	$ 122,127	$ 81,200	$ 59,737	$ 109,400	$ 78,120	$ 82,026	$ 86,127	$ 90,434
PUBLIC WORKS - SHIVELY PARK												
01	160	1660	5215 - CONTR SVCS-PROFESSIONAL	$ -	$ 25,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	160	1660	5420 - EMERGENCY SUPPLIES	$ 200	$ 45	$ 200	$ 181	$ 200	$ 210	$ 221	$ 232	$ 243
01	160	1660	5515 - JANITORIAL/CUSTODIAL SVCS	$ 3,000	$ 1,764	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	160	1660	5520 - MAINTENANCE-GENERAL	$ 6,000	$ 4,893	$ 5,000	$ 5,435	$ 5,000	$ 5,250	$ 5,513	$ 5,788	$ 6,078
01	160	1660	5710 - UTILITY-ELECTRICITY	$ 7,000	$ 2,887	$ 2,800	$ 1,381	$ 2,800	$ 2,940	$ 3,087	$ 3,241	$ 3,403
01	160	1660	5720 - UTILITY-WATER	$ 20,000	$ 26,829	$ 22,000	$ 22,303	$ 26,000	$ 27,300	$ 28,665	$ 30,098	$ 31,603
01	160	1660	6025 - IMPROVEMENTS	$ -	$ -	$ -	$ -	$ 3,500	$ -	$ -	$ -	$ -
01	160	1660	TOTAL	$ 36,200	$ 61,419	$ 30,000	$ 29,301	$ 37,500	$ 35,700	$ 37,485	$ 39,359	$ 41,327
PUBLIC WORKS - MARY VAN DYKE PARK												
01	160	1670	5420 - EMERGENCY SUPPLIES	$ 200	$ 291	$ 350	$ 181	$ 350	$ 368	$ 386	$ 405	$ 425
01	160	1670	5515 - JANITORIAL/CUSTODIAL SVCS	$ 4,000	$ 3,073	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	160	1670	5520 - MAINTENANCE-GENERAL	$ 10,000	$ 13,763	$ 10,000	$ 14,000	$ 10,000	$ 10,500	$ 11,025	$ 11,576	$ 12,155
01	160	1670	5710 - UTILITY-ELECTRICITY	$ 5,500	$ 6,173	$ 6,200	$ 3,215	$ 6,200	$ 6,510	$ 6,836	$ 7,177	$ 7,536
01	160	1670	5720 - UTILITY-WATER	$ 8,000	$ 9,104	$ 9,000	$ 7,800	$ 9,000	$ 9,450	$ 9,923	$ 10,419	$ 10,940
01	160	1670	5950 - EQUIPMENT LEASE	$ 2,600	$ 2,617	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	160	1670	6025 - IMPROVEMENTS	$ -	$ 195	$ -	$ -	$ 3,000	$ -	$ -	$ -	$ -
01	160	1670	6115 - LOAN REPAYMENT	$ 700	$ 640	$ 700	$ 355	$ -	$ -	$ -	$ -	$ -
01	160	1670	TOTAL	$ 31,000	$ 35,856	$ 26,250	$ 25,552	$ 28,550	$ 26,828	$ 28,169	$ 29,577	$ 31,056
PUBLIC WORKS - CITY ADMINISTRATION												
01	170	1020	5010 - SALARIES-FULL TIME	$ -	$ -	$ 162,682	$ 129,058	$ 201,956	$ 204,985	$ 208,060	$ 211,181	$ 214,349
01	170	1020	5030 - OVERTIME	$ -	$ -	$ -	$ 484	$ -	$ -	$ -	$ -	$ -
01	170	1020	5105 - VISION INSURANCE	$ -	$ -	$ -	$ 249	$ -	$ -	$ -	$ -	$ -
01	170	1020	5110 - DENTAL INSURANCE	$ -	$ -	$ -	$ 1,930	$ -	$ -	$ -	$ -	$ -
01	170	1020	5115 - LIFE INSURANCE	$ -	$ -	$ -	$ 2,972	$ -	$ -	$ -	$ -	$ -
01	170	1020	5120 - MEDICAL INSURANCE	$ -	$ -	$ -	$ 17,769	$ -	$ -	$ -	$ -	$ -
01	170	1020	5125 - FICA-EMPLOYER SHARE	$ -	$ -	$ -	$ 9,910	$ -	$ -	$ -	$ -	$ -
01	170	1020	5130 - DEFERRED COMP.	$ -	$ -	$ -	$ 2,176	$ -	$ -	$ -	$ -	$ -

City of South El Monte
Fiscal 2020-2021 Proposed Budget
General Fund Expenditures

FUND	DEPT	DIVISION	ACCOUNT	FY 18-19 Approved	FY 18-19 Actual	FY 19-20 Approved	FY 19-20 Actual	FY 20-21 Requested	FY 21-22 Forcasted	FY 22-23 Forcasted	FY 23-24 Forcasted	FY 24-25 Forcasted
01	170	1020	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ -	$ -	$ 9,995	$ -	$ -	$ -	$ -	$ -
01	170	1020	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ -	$ -	$ 405	$ -	$ -	$ -	$ -	$ -
01	170	1020	5180 - ALLOCATED BENEFITS	$ -	$ -	$ 55,851	$ 58	$ 69,107	$ 72,562	$ 76,190	$ 80,000	$ 84,000
01	170	1020	5406 - SPECIAL DEPT. SUPPLIES	$ -	$ -	$ 500	$ 2,000	$ 8,650	$ 9,083	$ 9,537	$ 10,013	$ 10,514
01	170	1020	5505 - EQUIPMENT MAINTENANCE	$ -	$ -	$ 19,800	$ 15,100	$ 17,100	$ 17,955	$ 18,853	$ 19,795	$ 20,785
01	170	1020	5515 - JANITORIAL/CUSTODIAL SVCS	$ -	$ -	$ 135,690	$ 106,453	$ 135,690	$ 142,475	$ 149,598	$ 157,078	$ 164,932
01	170	1020	5908 - TRAINING	$ -	$ -	$ -	$ -	$ 2,000	$ 2,100	$ 2,205	$ 2,315	$ 2,431
01	170	1020	5910 - CONFERENCES/SEMINARS	$ -	$ -	$ -	$ -	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216
01	170	1020	5914 - MEMBERSHIPS	$ -	$ -	$ -	$ -	$ 250	$ 263	$ 276	$ 289	$ 304
01	170	1020	5916 - POSTAGE	$ -	$ -	$ -	$ -	$ 5,500	$ 5,775	$ 6,064	$ 6,367	$ 6,685
01	170	1020	5918 - ADVERTISING	$ -	$ -	$ -	$ -	$ 5,000	$ 5,250	$ 5,513	$ 5,788	$ 6,078
01	170	1020	5932 - SUBSCRIPTIONS	$ -	$ -	$ -	$ -	$ 4,000	$ 4,200	$ 4,410	$ 4,631	$ 4,862
01	170	1020	5950 - EQUIPMENT LEASE	$ -	$ -	$ 69,740	$ 53,122	$ -	$ -	$ -	$ -	$ -
01	170	1020	5956 - UNIFORMS	$ -	$ -	$ 18,000	$ 16,256	$ 12,000	$ 12,600	$ 13,230	$ 13,892	$ 14,586
01	170	1020	6015 - OFFICE EQUIPMENT	$ -	$ -	$ -	$ 1,405	$ -	$ -	$ -	$ -	$ -
01	170	1020	TOTAL	$ -	$ -	$ 462,263	$ 369,342	$ 462,253	$ 478,297	$ 495,038	$ 512,507	$ 530,741
PUBLIC WORKS - CITY ENGINEERING												
01	170	1105	5215 - CONTR SVCS-PROFESSIONAL	$ -	$ -	$ 185,000	$ 244,141	$ 266,240	$ 279,552	$ 293,530	$ 308,206	$ 323,616
01	170	1105	5277 - PUBLIC WORKS	$ -	$ -	$ 54,240	$ 79,800	$ 55,000	$ 57,750	$ 60,638	$ 63,669	$ 66,853
01	170	1105	5406 - SPECIAL DEPT. SUPPLIES	$ -	$ -	$ -	$ 16	$ -	$ -	$ -	$ -	$ -
01	170	1105	TOTAL	$ -	$ -	$ 239,240	$ 323,957	$ 321,240	$ 337,302	$ 354,167	$ 371,875	$ 390,469
PUBLIC WORKS - ENVIRONMENTAL												
01	170	1475	5215 - CONTR SVCS-PROFESSIONAL	$ -	$ -	$ 28,200	$ 25,300	$ 26,000	$ 27,300	$ 28,665	$ 30,098	$ 31,603
01	170	1475	5255 - INDUSTRIAL WASTE DISCHARG	$ -	$ -	$ 48,600	$ 48,600	$ 48,600	$ 51,030	$ 53,582	$ 56,261	$ 59,074
01	170	1475	5270 - NPDS COMPLIANCE	$ -	$ -	$ 75,000	$ 69,300	$ 75,000	$ 78,750	$ 82,688	$ 86,822	$ 91,163
01	170	1475	TOTAL	$ -	$ -	$ 151,800	$ 143,200	$ 149,600	$ 157,080	$ 164,934	$ 173,181	$ 181,840
PUBLIC WORKS - WASTE MANAGEMENT												
01	170	1480	5215 - CONTR SVCS-PROFESSIONAL	$ -	$ -	$ 6,500	$ 6,500	$ -	$ -	$ -	$ -	$ -
01	170	1480	TOTAL	$ -	$ -	$ 6,500	$ 6,500	$ -	$ -	$ -	$ -	$ -
PUBLIC WORKS - EMERGENCY COMMUNITY RESOURCE SERVICES												
01	170	1520	5010 - SALARIES-FULL TIME	$ -	$ -	$ -	$ 32,386	$ 18,361	$ 18,637	$ 18,916	$ 19,200	$ 19,488
01	170	1520	5030 - OVERTIME	$ -	$ -	$ -	$ 799	$ -	$ -	$ -	$ -	$ -
01	170	1520	5105 - VISION INSURANCE	$ -	$ -	$ -	$ 53	$ -	$ -	$ -	$ -	$ -
01	170	1520	5110 - DENTAL INSURANCE	$ -	$ -	$ -	$ 222	$ -	$ -	$ -	$ -	$ -
01	170	1520	5120 - MEDICAL INSURANCE	$ -	$ -	$ -	$ 2,059	$ -	$ -	$ -	$ -	$ -
01	170	1520	5125 - FICA-EMPLOYER SHARE	$ -	$ -	$ -	$ 2,539	$ -	$ -	$ -	$ -	$ -
01	170	1520	5130 - DEFERRED COMP.	$ -	$ -	$ -	$ 1,536	$ -	$ -	$ -	$ -	$ -

City of South El Monte
Fiscal 2020-2021 Proposed Budget
General Fund Expenditures

FUND	DEPT	DIVISION	ACCOUNT	FY 18-19 Approved	FY 18-19 Actual	FY 19-20 Approved	FY 19-20 Actual	FY 20-21 Requested	FY 21-22 Forcasted	FY 22-23 Forcasted	FY 23-24 Forcasted	FY 24-25 Forcasted
01	170	1520	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ -	$ -	$ 2,301	$ -	$ -	$ -	$ -	$ -
01	170	1520	5180 - ALLOCATED BENEFITS	$ -	$ -	$ -	$ -	$ 8,575	$ 9,004	$ 9,454	$ 9,927	$ 10,424
01	170	1520	5406 - SPECIAL DEPT. SUPPLIES	$ -	$ -	$ -	$ 7	$ -	$ -	$ -	$ -	$ -
01	170	1520	5430 - SUPPLIES-ACTIVITIES	$ -	$ -	$ 3,000	$ 3,296	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216
01	170	1520	5908 - TRAINING	$ -	$ -	$ 2,000	$ -	$ -	$ -	$ -	$ -	$ -
01	170	1520	5914 - MEMBERSHIPS	$ -	$ -	$ 1,050	$ 1,050	$ 1,050	$ 1,103	$ 1,158	$ 1,216	$ 1,276
01	170	1520	6025 - IMPROVEMENTS	$ -	$ -	$ -	$ -	$ 5,000	$ -	$ -	$ -	$ -
01	170	1520	TOTAL	$ -	$ -	$ 6,050	$ 46,246	$ 33,987	$ 29,793	$ 30,631	$ 31,500	$ 32,403
PUBLIC WORKS - CITY HALL												
01	170	1710	5406 - SPECIAL DEPT. SUPPLIES	$ 10,000	$ 9,726	$ 7,500	$ 7,200	$ -	$ -	$ -	$ -	$ -
01	170	1710	5420 - EMERGENCY SUPPLIES	$ 2,700	$ 1,440	$ 1,700	$ 217	$ 500	$ 525	$ 551	$ 579	$ 608
01	170	1710	5505 - EQUIPMENT MAINTENANCE	$ 4,500	$ 8,962	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	170	1710	5515 - JANITORIAL/CUSTODIAL SVCS	$ 20,000	$ 20,140	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	170	1710	5520 - MAINTENANCE-GENERAL	$ 30,000	$ 27,949	$ 27,000	$ 38,800	$ 32,000	$ 33,600	$ 35,280	$ 37,044	$ 38,896
01	170	1710	5705 - UTILITY-GAS	$ 2,500	$ 4,322	$ 4,000	$ 3,775	$ 5,000	$ 5,250	$ 5,513	$ 5,788	$ 6,078
01	170	1710	5710 - UTILITY-ELECTRICITY	$ 24,000	$ 19,277	$ 21,000	$ 13,610	$ 18,000	$ 18,900	$ 19,845	$ 20,837	$ 21,879
01	170	1710	5715 - UTILITY-PHONE/CELL PHONE	$ 1,500	$ 662	$ 500	$ 371	$ -	$ -	$ -	$ -	$ -
01	170	1710	5720 - UTILITY-WATER	$ 8,500	$ 11,305	$ 11,000	$ 9,500	$ 11,000	$ 11,550	$ 12,128	$ 12,734	$ 13,371
01	170	1710	5916 - POSTAGE	$ 8,500	$ 4,000	$ 4,800	$ 6,300	$ -	$ -	$ -	$ -	$ -
01	170	1710	5932 - SUBSCRIPTIONS	$ 4,000	$ 3,649	$ 4,000	$ 3,000	$ -	$ -	$ -	$ -	$ -
01	170	1710	5950 - EQUIPMENT LEASE	$ 85,000	$ 100,514	$ 69,210	$ 72,659	$ -	$ -	$ -	$ -	$ -
01	170	1710	5960 - POSTAGE METER	$ 4,000	$ 4,957	$ 5,000	$ 2,214	$ 2,000	$ 2,100	$ 2,205	$ 2,315	$ 2,431
01	170	1710	6025 - IMPROVEMENTS	$ -	$ -	$ -	$ -	$ 28,000	$ -	$ -	$ -	$ -
01	170	1710	6115 - LOAN REPAYMENT	$ 4,300	$ 3,233	$ 4,300	$ 1,796	$ -	$ -	$ -	$ -	$ -
01	170	1710	TOTAL	$ 209,500	$ 220,135	$ 160,010	$ 159,441	$ 96,500	$ 71,925	$ 75,521	$ 79,297	$ 83,262
PUBLIC WORKS - MAINTENANCE												
01	170	1720	5406 - SPECIAL DEPT. SUPPLIES	$ 1,000	$ 1,257	$ 1,400	$ 909	$ 1,400	$ 1,470	$ 1,544	$ 1,621	$ 1,702
01	170	1720	5420 - EMERGENCY SUPPLIES	$ 1,500	$ 1,536	$ 1,800	$ 181	$ 600	$ 630	$ 662	$ 695	$ 729
01	170	1720	5505 - EQUIPMENT MAINTENANCE	$ 2,700	$ 2,489	$ 2,800	$ -	$ -	$ -	$ -	$ -	$ -
01	170	1720	5515 - JANITORIAL/CUSTODIAL SVCS	$ 4,500	$ 2,852	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	170	1720	5520 - MAINTENANCE-GENERAL	$ 17,000	$ 18,642	$ 21,000	$ 17,048	$ 21,000	$ 22,050	$ 23,153	$ 24,310	$ 25,526
01	170	1720	5705 - UTILITY-GAS	$ 600	$ 1,108	$ 1,200	$ 712	$ 800	$ 840	$ 882	$ 926	$ 972
01	170	1720	5710 - UTILITY-ELECTRICITY	$ 7,500	$ 8,831	$ 8,150	$ 4,416	$ 6,000	$ 6,300	$ 6,615	$ 6,946	$ 7,293
01	170	1720	5715 - UTILITY-PHONE/CELL PHONE	$ 750	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	170	1720	5720 - UTILITY-WATER	$ 2,500	$ 3,733	$ 4,000	$ 3,213	$ 4,000	$ 4,200	$ 4,410	$ 4,631	$ 4,862
01	170	1720	5950 - EQUIPMENT LEASE	$ 12,000	$ 7,588	$ 8,350	$ 2,925	$ -	$ -	$ -	$ -	$ -
01	170	1720	6020 - EQUIPMENT	$ 24,000	$ 155	$ -	$ -	$ 14,000	$ -	$ -	$ -	$ -
01	170	1720	6025 - IMPROVEMENTS	$ 3,000	$ 5,257	$ -	$ -	$ 13,000	$ -	$ -	$ -	$ -
01	170	1720	6115 - LOAN REPAYMENT	$ 2,200	$ 1,621	$ 2,200	$ 901	$ -	$ -	$ -	$ -	$ -
01	170	1720	TOTAL	$ 79,250	$ 55,069	$ 50,900	$ 30,305	$ 60,800	$ 35,490	$ 37,265	$ 39,128	$ 41,084

City of South El Monte
Fiscal 2020-2021 Proposed Budget
General Fund Expenditures

FUND	DEPT	DIVISION	ACCOUNT	FY 18-19 Approved	FY 18-19 Actual	FY 19-20 Approved	FY 19-20 Actual	FY 20-21 Requested	FY 21-22 Forcasted	FY 22-23 Forcasted	FY 23-24 Forcasted	FY 24-25 Forcasted
PUBLIC WORKS - GENERAL												
01	170	1730	5710 - UTILITY-ELECTRICITY	$ 2,000	$ 932	$ 885	$ 3,843	$ 4,000	$ 4,200	$ 4,410	$ 4,631	$ 4,862
01	170	1730	5720 - UTILITY-WATER	$ 55,000	$ 48,241	$ 55,000	$ 33,276	$ 45,000	$ 47,250	$ 49,613	$ 52,093	$ 54,698
01	170	1730	6115 - LOAN REPAYMENT	$ 135,000	$ 134,959	$ 135,000	$ 71,525	$ -	$ -	$ -	$ -	$ -
01	170	1730	TOTAL	$ 192,000	$ 184,133	$ 190,885	$ 108,644	$ 49,000	$ 51,450	$ 54,023	$ 56,724	$ 59,560
PUBLIC WORKS - BUILDING MAINTENANCE												
01	170	1740	5010 - SALARIES-FULL TIME	$ 245,401	$ 221,952	$ 202,765	$ 122,723	$ 462,558	$ 469,496	$ 476,539	$ 483,687	$ 490,942
01	170	1740	5020 - SALARIES-PART TIME	$ 49,000	$ 77,403	$ 100,000	$ 108,626	$ -	$ -	$ -	$ -	$ -
01	170	1740	5021 - LEAVE CASHOUT	$ -	$ 3,687	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	170	1740	5030 - OVERTIME	$ 5,000	$ 7,995	$ 2,000	$ 4,336	$ -	$ -	$ -	$ -	$ -
01	170	1740	5105 - VISION INSURANCE	$ -	$ 707	$ -	$ 468	$ -	$ -	$ -	$ -	$ -
01	170	1740	5110 - DENTAL INSURANCE	$ -	$ 4,898	$ -	$ 3,493	$ -	$ -	$ -	$ -	$ -
01	170	1740	5115 - LIFE INSURANCE	$ -	$ 4,881	$ -	$ 2,581	$ -	$ -	$ -	$ -	$ -
01	170	1740	5120 - MEDICAL INSURANCE	$ -	$ 52,617	$ -	$ 33,788	$ -	$ -	$ -	$ -	$ -
01	170	1740	5125 - FICA-EMPLOYER SHARE	$ -	$ 23,794	$ -	$ 18,021	$ -	$ -	$ -	$ -	$ -
01	170	1740	5130 - DEFERRED COMP.	$ -	$ 843	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	170	1740	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ 30,627	$ -	$ 16,662	$ -	$ -	$ -	$ -	$ -
01	170	1740	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 2,311	$ -	$ 2,371	$ -	$ -	$ -	$ -	$ -
01	170	1740	5180 - ALLOCATED BENEFITS	$ 124,906	$ 104	$ 104,464	$ 49	$ 144,738	$ 151,975	$ 159,574	$ 167,553	$ 175,930
01	170	1740	5201 - SALARIES-OTHER	$ -	$ 10,200	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	170	1740	5406 - SPECIAL DEPT. SUPPLIES	$ 350	$ 415	$ 500	$ 290	$ 500	$ 525	$ 551	$ 579	$ 608
01	170	1740	5435 - JANITORIAL/CUSTODIAL SUPP	$ -	$ -	$ 50,000	$ 30,170	$ 50,000	$ 52,500	$ 55,125	$ 57,881	$ 60,775
01	170	1740	5505 - EQUIPMENT MAINTENANCE	$ -	$ 611	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	170	1740	5515 - JANITORIAL/CUSTODIAL SVCS	$ 17,732	$ 15,252	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	170	1740	5520 - MAINTENANCE-GENERAL	$ -	$ 486	$ -	$ 315	$ 3,000	$ 3,150	$ 3,308	$ 3,473	$ 3,647
01	170	1740	5525 - VEHICLE MAINTENANCE	$ 40,000	$ 41,027	$ 34,000	$ 15,032	$ -	$ -	$ -	$ -	$ -
01	170	1740	5715 - UTILITY-PHONE/CELL PHONE	$ 3,900	$ 4,637	$ 4,500	$ 3,567	$ -	$ -	$ -	$ -	$ -
01	170	1740	5908 - TRAINING	$ 1,500	$ 770	$ 800	$ 669	$ 800	$ 840	$ 882	$ 926	$ 972
01	170	1740	5956 - UNIFORMS	$ 9,000	$ 3,047	$ -	$ 140	$ -	$ -	$ -	$ -	$ -
01	170	1740	5962 - TOOLS-SMALL	$ 3,500	$ 2,246	$ 2,700	$ 684	$ 2,500	$ 2,625	$ 2,756	$ 2,894	$ 3,039
01	170	1740	5966 - FUEL	$ 5,000	$ 7,961	$ 7,200	$ 5,987	$ -	$ -	$ -	$ -	$ -
01	170	1740	6020 - EQUIPMENT	$ -	$ -	$ -	$ 90	$ -	$ -	$ -	$ -	$ -
01	170	1740	TOTAL	$ 505,289	$ 518,469	$ 508,929	$ 370,062	$ 664,096	$ 681,111	$ 698,735	$ 716,992	$ 735,913
PUBLIC WORKS - LANDSCAPE MAINTENANCE												
01	170	1750	5010 - SALARIES-FULL TIME	$ 207,827	$ 195,654	$ 249,566	$ 238,837	$ 376,010	$ 381,650	$ 387,375	$ 393,185	$ 399,083
01	170	1750	5020 - SALARIES-PART TIME	$ -	$ 3,164	$ 40,000	$ 29,981	$ -	$ -	$ -	$ -	$ -
01	170	1750	5021 - LEAVE CASHOUT	$ -	$ 5,211	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	170	1750	5030 - OVERTIME	$ -	$ 8,407	$ 6,000	$ 2,228	$ -	$ -	$ -	$ -	$ -
01	170	1750	5105 - VISION INSURANCE	$ -	$ 814	$ -	$ 939	$ -	$ -	$ -	$ -	$ -
01	170	1750	5110 - DENTAL INSURANCE	$ -	$ 5,660	$ -	$ 7,013	$ -	$ -	$ -	$ -	$ -

City of South El Monte
Fiscal 2020-2021 Proposed Budget
General Fund Expenditures

FUND	DEPT	DIVISION	ACCOUNT	FY 18-19 Approved	FY 18-19 Actual	FY 19-20 Approved	FY 19-20 Actual	FY 20-21 Requested	FY 21-22 Forcasted	FY 22-23 Forcasted	FY 23-24 Forcasted	FY 24-25 Forcasted
01	170	1750	5115 - LIFE INSURANCE	$ -	$ 4,299	$ -	$ 4,993	$ -	$ -	$ -	$ -	$ -
01	170	1750	5120 - MEDICAL INSURANCE	$ -	$ 56,093	$ -	$ 62,865	$ -	$ -	$ -	$ -	$ -
01	170	1750	5125 - FICA-EMPLOYER SHARE	$ -	$ 16,121	$ -	$ 20,714	$ -	$ -	$ -	$ -	$ -
01	170	1750	5130 - DEFERRED COMP.	$ -	$ 789	$ -	$ 1,470	$ -	$ -	$ -	$ -	$ -
01	170	1750	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ 24,183	$ -	$ 27,973	$ -	$ -	$ -	$ -	$ -
01	170	1750	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ 847	$ -	$ 1,674	$ -	$ -	$ -	$ -	$ -
01	170	1750	5180 - ALLOCATED BENEFITS	$ 78,513	$ 81	$ 140,663	$ 100	$ 149,027	$ 156,479	$ 164,303	$ 172,518	$ 181,144
01	170	1750	5201 - SALARIES-OTHER	$ -	$ 11,900	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	170	1750	5215 - CONTR SVCS-PROFESSIONAL	$ -	$ -	$ 20,000	$ 17,161	$ 20,000	$ 21,000	$ 22,050	$ 23,153	$ 24,310
01	170	1750	5406 - SPECIAL DEPT. SUPPLIES	$ 9,776	$ 10,714	$ 2,300	$ 1,024	$ -	$ -	$ -	$ -	$ -
01	170	1750	5505 - EQUIPMENT MAINTENANCE	$ 7,000	$ 7,231	$ 8,300	$ 7,507	$ 8,300	$ 8,715	$ 9,151	$ 9,608	$ 10,089
01	170	1750	5520 - MAINTENANCE-GENERAL	$ 15,000	$ 19,657	$ 21,000	$ 19,282	$ 21,000	$ 22,050	$ 23,153	$ 24,310	$ 25,526
01	170	1750	5525 - VEHICLE MAINTENANCE	$ -	$ 798	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	170	1750	5530 - LAWN/TREE MAINTENANCE	$ 20,000	$ 36,297	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	170	1750	5540 - STREET MAINTENANCE	$ -	$ -	$ -	$ 1,258	$ -	$ -	$ -	$ -	$ -
01	170	1750	5545 - GRAFFITI REMOVAL	$ 10,000	$ 6,352	$ 6,700	$ 2,633	$ -	$ -	$ -	$ -	$ -
01	170	1750	5715 - UTILITY-PHONE/CELL PHONE	$ 5,000	$ 4,856	$ 5,000	$ 4,100	$ -	$ -	$ -	$ -	$ -
01	170	1750	5908 - TRAINING	$ 3,000	$ 641	$ 1,000	$ 451	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216
01	170	1750	5950 - EQUIPMENT LEASE	$ 16,224	$ 9,370	$ 5,000	$ 12,874	$ -	$ -	$ -	$ -	$ -
01	170	1750	5956 - UNIFORMS	$ 17,000	$ 14,397	$ -	$ 543	$ -	$ -	$ -	$ -	$ -
01	170	1750	5962 - TOOLS-SMALL	$ 4,000	$ 4,488	$ 5,223	$ 2,744	$ 5,000	$ 5,250	$ 5,513	$ 5,788	$ 6,078
01	170	1750	5966 - FUEL	$ 20,000	$ 18,373	$ -	$ 14,881	$ -	$ -	$ -	$ -	$ -
01	170	1750	6020 - EQUIPMENT	$ -	$ -	$ -	$ 90	$ 22,000	$ -	$ -	$ -	$ -
01	170	1750	TOTAL	$ 413,340	$ 466,395	$ 510,752	$ 483,339	$ 602,337	$ 596,194	$ 612,646	$ 629,720	$ 647,444
PUBLIC WORKS - STREET MAINTENANCE												
01	170	1760	5010 - SALARIES-FULL TIME	$ -	$ -	$ 209,469	$ 198,200	$ 109,135	$ 110,772	$ 112,434	$ 114,120	$ 115,832
01	170	1760	5030 - OVERTIME	$ -	$ -	$ 7,000	$ 1,614	$ -	$ -	$ -	$ -	$ -
01	170	1760	5105 - VISION INSURANCE	$ -	$ -	$ -	$ 720	$ -	$ -	$ -	$ -	$ -
01	170	1760	5110 - DENTAL INSURANCE	$ -	$ -	$ -	$ 5,099	$ -	$ -	$ -	$ -	$ -
01	170	1760	5115 - LIFE INSURANCE	$ -	$ -	$ -	$ 4,215	$ -	$ -	$ -	$ -	$ -
01	170	1760	5120 - MEDICAL INSURANCE	$ -	$ -	$ -	$ 46,898	$ -	$ -	$ -	$ -	$ -
01	170	1760	5125 - FICA-EMPLOYER SHARE	$ -	$ -	$ -	$ 15,269	$ -	$ -	$ -	$ -	$ -
01	170	1760	5130 - DEFERRED COMP.	$ -	$ -	$ -	$ 1,606	$ -	$ -	$ -	$ -	$ -
01	170	1760	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ -	$ -	$ 21,937	$ -	$ -	$ -	$ -	$ -
01	170	1760	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ -	$ -	$ 997	$ -	$ -	$ -	$ -	$ -
01	170	1760	5180 - ALLOCATED BENEFITS	$ -	$ -	$ 107,955	$ 84	$ 40,861	$ 42,904	$ 45,050	$ 47,302	$ 49,667
01	170	1760	5215 - CONTR SVCS-PROFESSIONAL	$ -	$ -	$ 80,000	$ 12,120	$ 80,000	$ 84,000	$ 88,200	$ 92,610	$ 97,241
01	170	1760	5260 - TRAFFIC ENGINEER	$ -	$ -	$ 44,000	$ 12,674	$ 50,000	$ 52,500	$ 55,125	$ 57,881	$ 60,775
01	170	1760	5406 - SPECIAL DEPT. SUPPLIES	$ -	$ -	$ 2,500	$ 14	$ -	$ -	$ -	$ -	$ -
01	170	1760	5525 - VEHICLE MAINTENANCE	$ -	$ -	$ -	$ 78	$ -	$ -	$ -	$ -	$ -
01	170	1760	5530 - LAWN/TREE MAINTENANCE	$ -	$ -	$ -	$ 12,597	$ -	$ -	$ -	$ -	$ -
01	170	1760	5535 - SIGNAL MAINTENANCE	$ -	$ -	$ 45,000	$ 31,548	$ 45,000	$ 47,250	$ 49,613	$ 52,093	$ 54,698
01	170	1760	5537 - STREET LIGHT MAINTENANCE	$ -	$ -	$ 190,000	$ 169,956	$ 170,000	$ 178,500	$ 187,425	$ 196,796	$ 206,636

City of South El Monte
Fiscal 2020-2021 Proposed Budget
General Fund Expenditures

FUND	DEPT	DIVISION	ACCOUNT	FY 18-19 Approved	FY 18-19 Actual	FY 19-20 Approved	FY 19-20 Actual	FY 20-21 Requested	FY 21-22 Forcasted	FY 22-23 Forcasted	FY 23-24 Forcasted	FY 24-25 Forcasted
01	170	1760	5540 - STREET MAINTENANCE	$ -	$ -	$ 62,000	$ 19,954	$ 62,000	$ 65,100	$ 68,355	$ 71,773	$ 75,361
01	170	1760	5550 - STREET SWEEPING	$ -	$ -	$ 62,000	$ 51,198	$ 70,000	$ 73,500	$ 77,175	$ 81,034	$ 85,085
01	170	1760	5572 - STREET MARKINGS	$ -	$ -	$ 20,000	$ 7,206	$ 8,000	$ 8,400	$ 8,820	$ 9,261	$ 9,724
01	170	1760	5725 - UTILITY-STREET LIGHTS	$ -	$ -	$ 40,000	$ 29,978	$ 37,400	$ 39,270	$ 41,234	$ 43,295	$ 45,460
01	170	1760	5962 - TOOLS-SMALL	$ -	$ -	$ 2,000	$ 581	$ 600	$ 630	$ 662	$ 695	$ 729
01	170	1760	6020 - EQUIPMENT	$ -	$ -	$ -	$ -	$ 9,300	$ -	$ -	$ -	$ -
01	170	1760	6025 - IMPROVEMENTS	$ -	$ -	$ -	$ -	$ 55,000	$ -	$ -	$ -	$ -
01	170	1760	TOTAL	$ -	$ -	$ 871,924	$ 644,542	$ 737,297	$ 702,827	$ 734,091	$ 766,860	$ 801,209
PUBLIC WORKS - VEHICLE MAINTENANCE												
01	170	1770	5010 - SALARIES-FULL TIME	$ -	$ -	$ 63,004	$ 52,713	$ 43,773	$ 44,430	$ 45,096	$ 45,773	$ 46,459
01	170	1770	5105 - VISION INSURANCE	$ -	$ -	$ -	$ 133	$ -	$ -	$ -	$ -	$ -
01	170	1770	5110 - DENTAL INSURANCE	$ -	$ -	$ -	$ 1,123	$ -	$ -	$ -	$ -	$ -
01	170	1770	5115 - LIFE INSURANCE	$ -	$ -	$ -	$ 1,111	$ -	$ -	$ -	$ -	$ -
01	170	1770	5120 - MEDICAL INSURANCE	$ -	$ -	$ -	$ 11,031	$ -	$ -	$ -	$ -	$ -
01	170	1770	5125 - FICA-EMPLOYER SHARE	$ -	$ -	$ -	$ 4,032	$ -	$ -	$ -	$ -	$ -
01	170	1770	5140 - PERS RETIREMENT (EMPLOYER	$ -	$ -	$ -	$ 3,666	$ -	$ -	$ -	$ -	$ -
01	170	1770	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ -	$ -	$ 226	$ -	$ -	$ -	$ -	$ -
01	170	1770	5180 - ALLOCATED BENEFITS	$ -	$ -	$ 24,776	$ 22	$ 17,433	$ 18,305	$ 19,220	$ 20,181	$ 21,190
01	170	1770	5520 - MAINTENANCE-GENERAL	$ -	$ -	$ -	$ 2,500	$ -	$ -	$ -	$ -	$ -
01	170	1770	5525 - VEHICLE MAINTENANCE	$ -	$ -	$ 34,000	$ 8,860	$ 34,000	$ 35,700	$ 37,485	$ 39,359	$ 41,327
01	170	1770	5950 - EQUIPMENT LEASE	$ -	$ -	$ 24,000	$ 15,591	$ 21,000	$ 22,050	$ 23,153	$ 24,310	$ 25,526
01	170	1770	5966 - FUEL	$ -	$ -	$ 23,200	$ 85	$ 30,400	$ 31,920	$ 33,516	$ 35,192	$ 36,951
01	170	1770	6020 - EQUIPMENT	$ -	$ -	$ -	$ -	$ 50,000	$ -	$ -	$ -	$ -
01	170	1770	TOTAL	$ -	$ -	$ 168,980	$ 101,093	$ 196,606	$ 152,404	$ 158,470	$ 164,815	$ 171,453
PUBLIC WORKS - GAS TAX FUND CONTRACTS												
01	190	1910	5125 - FICA-EMPLOYER SHARE	$ -	$ (0)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	190	1910	5145 - TRAINING/UNEMP (EMPLOYER)	$ -	$ (0)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	190	1910	5180 - ALLOCATED BENEFITS	$ -	$ (0)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	190	1910	5260 - TRAFFIC ENGINEER	$ -	$ (0)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	190	1910	5535 - SIGNAL MAINTENANCE	$ -	$ (0)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
01	190	1910	TOTAL	$ -	$ (0)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			GENERAL FUND TOTAL	$ 14,436,201	$ 14,059,631	$ 15,867,683	$ 14,674,755	$ 16,521,484	$ 16,478,415	$ 17,132,884	$ 17,818,128	$ 18,535,657