

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



Rene Salas, City Manager/Executive Director
Anthony R. Taylor, City Attorney/General Counsel
Sabrina Muhne, Interim City Clerk/Secretary
Masami Higa, Director of Finance/Treasurer

CITY OF SOUTH EL MONTE

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

AGENDA

September 24, 2024, 6:00 PM
1415 Santa Anita Avenue, South El Monte, CA 91733

PUBLIC COMMENT

To participate during public comment via teleconference, see below:

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

Webinar ID: 865 8171 1880

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

LIVE STREAMING OF MEETINGS

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

AMERICANS WITH DISABILITIES ACT

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

GENERAL COMMENT

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

MEETINGS

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

POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES

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

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

VIEWING OF AGENDA PACKETS

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

ISSUES RELATED TO AGENDA

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

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

Robert Molina, Interim Deputy City Clerk
Ph (626) 579-6540
Cell (626) 816-2907

LEVINE ACT DISCLOSURE

Pursuant to the Levine Act (Govt Code Section 84308), any party to a permit, license, contract, or other entitlement before the City Council is required to disclose on the record any campaign contribution, including aggregated contributions, of more than \$250 made by the party or the party's agents within the preceding 12 months to any City official. Participants and agents are requested to make this disclosure as well. The disclosure should be made when the agenda item is called and must include the name of the party, participant, or agent, and any other person making the contribution, the name of the recipient, the amount of the contribution, and the date the contribution was made. Council Members are also required to make such disclosures and recuse themselves.

CONFLICT OF INTEREST

City Council Members with a conflict of interest under the Political Reform Act are required to make disclosure of financial interest when the item is called and recuse themselves.

AGENDA BEGINS ON THE FOLLOWING PAGE

1. ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

Councilmember Hector Delgado

3. INVOCATION

Pastor Charlie Corum, South El Monte Community Outreach

4. PRESENTATIONS

4.a. Proclamation Proclaiming Childhood Cancer Awareness Month

4.b. Presentation of Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting

4.c. Presentation by Chris Knight, Chief Executive Officer, El Monte/South El Monte Chamber of Commerce Second Quarter Update

4.d. Sheriff's Department Report for the Months of July and August 2024

4.e. Code Enforcement and Public Safety Department Report for the Months of July and August 2024

4.f. Presentation by Streets for All on the Hill to Sea Corridor

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

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

6. PUBLIC COMMENT

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

Consent Calendar next page.

7. **CONSENT CALENDAR**

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

7.a. **CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF SEPTEMBER 10, 2024**

Staff is requesting approval of Minutes for the September 10, 2024, Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the September 10, 2024, Regular City Council Meeting.

7.b. **CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-223, APPROVING WARRANTS FOR THE PERIOD OF SEPTEMBER 11, 2024, THROUGH SEPTEMBER 24, 2024**

Authorizing payment of City expenditures for the period of September 11, 2024, through September 24, 2024, totaling \$2,386,159.42.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 24-223, authorizing payment of City expenditures.

7.c. **CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-224, APPROVING AMENDMENT NO. 1 TO AGREEMENT ENP242509 BETWEEN THE CITY AND COUNTY OF LOS ANGELES FOR ELDERLY NUTRITION PROGRAM SERVICES**

Amendment No.1 to Agreement ENP242509 ("Agreement") between the City of South El Monte ("City") and the County of Los Angeles Aging and Disabilities Department ("County") will allow the City to receive additional funding from the County, through the Modernizing Older Californians Act (MOCA) for Congregate and Home-Delivered Meals Services for fiscal year ("FY") 2024-25.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-224, approving Amendment No. 1 to the existing agreement Subaward ENP242509 between the City and County; and
2. Authorize the City Manager or designer to execute the agreement.

Consent Calendar Items 7.d. and 7.e. next page.

CONSENT CALENDAR (CONTINUED)

7.d. CONSIDERATION FOR AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS – SOUTH EL MONTE SAFE ROUTES TO SCHOOL PEDESTRIAN SAFETY PROJECT, ATP CYCLE 5

Staff seeks City Council approval to advertise for construction bids for the South El Monte Safe Routes to School Pedestrian Safety Project, ATP Cycle 5.

RECOMMENDED ACTION: Staff recommends City Council approve the construction bid package to solicit bids for the South El Monte Safe Routes to School Pedestrian Safety Project, ATP Cycle 5.

7.e. CONSIDERATION FOR AUTHORIZATION OF RESOLUTION NO. 24-225 AWARDED A PROFESSIONAL SERVICES AGREEMENT TO THE SAN GABRIEL VALLEY CONSERVATION AND SERVICE CORPS FOR TREE PLANTING SERVICES

Staff seeks City Council approval to award a Professional Services Agreement to the San Gabriel Valley Conservation Corps (SGVCC) for Tree Planting Services.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-225 approving a professional services agreement with San Gabriel Valley Conservation Corps to plant 133 trees, as part of its youth job training program, for the Merced Avenue Greenway South Project: and
2. Authorize the City Manager or designee to negotiate and execute the agreement.

8. PUBLIC HEARINGS - None

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL OF ORDINANCE NO. 1276, AMENDING CHAPTER 2.04 OF TITLE 2 OF THE SOUTH EL MONTE MUNICIPAL CODE REGARDING COMPENSATION OF MAYOR AND COUNCILMEMBERS

California Government Code Section 36516(a)(4) provides that cities may increase the salary of councilmembers five percent (5%) for each calendar year from the operative date of the last adjustment. The proposed amendment for the change in salary shall become effective when one or more councilmembers commences a new term on or about December 10, 2024.

RECOMMENDED ACTION: Staff recommends City Council waive first reading and introduce Ordinance No. 1276, regarding the compensation of Councilmembers pursuant to California Government Code section 36516.

General Business Items 9.b. through 9.d. next page.

GENERAL BUSINESS (CONTINUED)

9.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-226, APPROVING COST OF LIVING ADJUSTMENTS FOR JOB CLASSIFICATIONS NOT SUBJECT TO A MEMORANDUM OF UNDERSTANDING

Inflation affects the cost of living for employees. Most government agencies, including federal, states, counties, and others, such as pensions, recognize this economic reality and provide cost of living adjustments (COLAs) for their employees. For retirees, Social Security and CalPers provide COLAs so that retirees can also retain their purchasing power as inflation increases.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 24-226, approving cost of living adjustments of 5% for the City's executive and part-time non-represented employees for FY 2024-25, FY 2025-26, and FY 2026-27.

9.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-227, CONSENTING TO THE APPOINTMENT OF ADRIAN GARCIA AS CITY CLERK AND APPROVAL OF CITY CLERK EMPLOYMENT AGREEMENT

This item will be provided under separate cover.

RECOMMENDED ACTION:

9.d. CONSIDERATION AND APPROVAL OF ORDINANCE NO. 1277, ADDING CHAPTER 8.22 OF TITLE 8 OF THE SOUTH EL MONTE MUNICIPAL CODE THEREBY AMENDING THE CITY'S HEALTH AND SAFETY REGULATIONS IN RELATION TO CAMPING AND STORAGE OF PERSONAL PROPERTY

The City Attorney's Office and City staff are presenting proposed Ordinance No. 1277, "AN ORDINANCE OF THE SOUTH EL MONTE CITY COUNCIL ADDING CHAPTER 8.22 OF TITLE 8 OF THE SOUTH EL MONTE MUNICIPAL CODE THEREBY AMENDING THE CITY'S HEALTH AND SAFETY REGULATIONS IN RELATION TO CAMPING AND STORAGE OF PERSONAL PROPERTY (ORDINANCE NO. 1277)."

RECOMMENDED ACTION: Staff recommends City Council:

1. Find that the ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Regulation 15061(b)(3);
2. Based on the analysis provided in the attached ordinance, waive first reading and introduce Ordinance No. 1277; and
3. Set adoption of said ordinance at the next regular city council meeting.

General Business Item 9.e. next page.

GENERAL BUSINESS (CONTINUED)

9.e. CONSIDERATION AND APPROVAL OF ORDINANCE NO. 1278, AMENDING CHAPTER 8.40 OF TITLE 8 OF THE SOUTH EL MONTE MUNICIPAL CODE REGARDING TOBACCO AND ELECTRONIC CIGARETTE RETAIL PERMITTING REGULATIONS

The City of South El Monte ("City") currently regulates tobacco and electronic cigarette retail through South El Monte Municipal Code ("SEMMC") Chapter 8.40, Tobacco and Electronic Cigarette Retail Permitting Regulations. This Chapter introduced a permitting process for tobacco retailers. Ordinance No. 1278 ("Ordinance") would amend Chapter 8.40 in order to prohibit the sale of flavored tobacco and electronic cigarette products, the repackaging of tobacco products, and establishing a radius requirement between a tobacco retailer and youth-oriented areas.

RECOMMENDED ACTION: Staff recommends City Council:

1. Find that California Environmental Quality Act (CEQA) in accordance with Section 21065 of CEQA and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378 applies;
2. Conduct the first reading of Ordinance No. 1278, amending SEMMC Chapter 8.40 to prohibit the sale of flavored tobacco and electronic cigarettes products, the repackaging of tobacco products, and establishing a radius requirement between a tobacco retailer and youth-oriented areas in order to preserve the health, safety, and welfare of all community members (especially minors) and to enforce all Federal and State tobacco regulations to the fullest extent permitted by law; and
3. Set adoption of said ordinance at the next regular city council meeting.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

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

11. CORRESPONDENCE - None

12. COUNCILMEMBERS' AGENDA - None

13. CLOSED SESSION

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

Pursuant to Government Code Section 54956.9(d)(4) – (one case)

14. RECESS COUNCIL MEETING

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

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

SUCCESSOR AGENCY MEETING

16. CALL TO ORDER AND ROLL CALL

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

17. APPROVAL OF AGENDA

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

18. PUBLIC COMMENTS

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

19. CONSENT CALENDAR

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

19.a. CONSIDERATION AND APPROVAL OF THE ADJOURNED SUCCESSOR AGENCY MEETING MINUTES FOR JULY 30, 2024

Staff is requesting approval of the Minutes of the July 30, 2024, Adjourned Successor Agency Meeting.

RECOMMENDED ACTION: Staff is requesting approval of the Minutes of the July 30, 2024, Adjourned Successor Agency Meeting.

20. EXECUTIVE DIRECTOR'S AGENDA - None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

22. RECONVENE AND ADJOURN COUNCIL MEETING

Tuesday, October 8, 2024, at 6:00 p.m.

I, Sabrina Muhne, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted not less than 72 hours at the following locations: City of South El Monte City Hall, Senior Center and Community Center and made available at www.cityofsouthelmonte.org on this September 19, 2024.



Sabrina Muhne



City Council Agenda Report

Agenda Item No. 4.a.

DATE: September 24, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: Proclamation Proclaiming Childhood Cancer Awareness Month

SUMMARY:

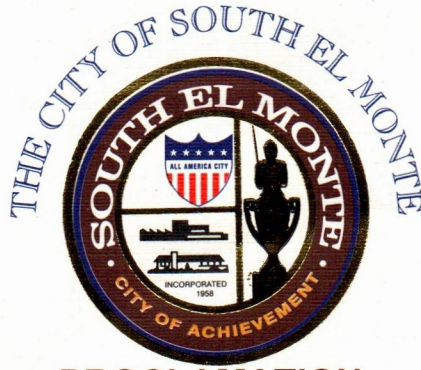
RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Proclamation



PROCLAMATION

CHILDHOOD CANCER AWARENESS MONTH SEPTEMBER 2024

WHEREAS, the Children's Cancer Research Fund and the American Association for Cancer Research reports cancer is the leading cause of death by disease among U.S. children between infancy and age 19. This tragic disease is detected in 46 children per day or nearly 17,000 of our country's young people per year.

WHEREAS, one in seven of our nation's children loses his or her battle with cancer. Two-thirds of childhood cancer patients will have chronic health conditions, including secondary cancers, as a result of their treatment toxicity, with one quarter being classified as severe to life-threatening; and

WHEREAS, in the last 30 years only six new drugs have been approved by the FDA to specifically treat childhood cancer, and researchers and healthcare professionals work diligently dedicating their expertise to treat and cure children with cancer; and

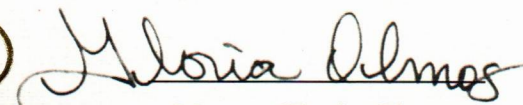
WHEREAS, every September, organizations host events throughout the country and display gold ribbons to bring attention to childhood cancer and advocate for childhood cancer research; and

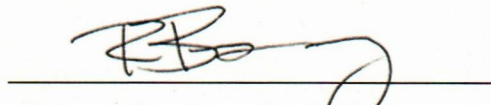
WHEREAS, hundreds of non-profit organizations at the local and national level including the American Childhood Cancer Organization are helping children with cancer and their families cope through educational, emotional and financial support, and;

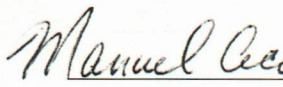
WHEREAS, too many children are affected by this deadly disease and more must be done to raise awareness and find a cure.

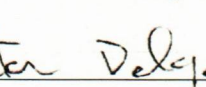
NOW THEREFORE, I, Gloria Olmos, Mayor of the City of South El Monte along with the City Council proclaim September 2024 as Childhood Cancer Awareness Month in the City of South El Monte and urge families to support this cause that so deeply impacts families in every community across our country.

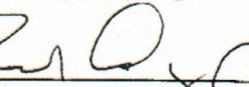
IN WITNESS WHEREOF, I hereby set my hand and cause the Seal of South El Monte to be affixed this 24th day of September 2024.


Mayor Gloria Olmos


Mayor Pro Tem Rudy Bojorquez


Councilmember
Manuel Acosta


Councilmember
Hector Delgado


Councilmember
Richard Angel



City Council Agenda Report

Agenda Item No. 4.b.

DATE: September 24, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Director of Finance

SUBJECT: Presentation of Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Announcement of Award
- B. Certificate of Achievement for Excellence in Financial Reporting
- C. Award of Financial Reporting Achievement

ATTACHMENT A



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

8/27/2024

Gloria Olmos
Mayor
City of South El Monte, California

Dear Gloria:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended June 30, 2023 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,



Michele Mark Levine
Director, Technical Services



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of South El Monte
California**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2023

Christopher P. Morill

Executive Director/CEO



**The Government Finance Officers Association of
the United States and Canada**

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Finance Department
City of South El Monte, California



The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morrell

Date: 8/27/2024



City Council Agenda Report

Agenda Item No. 4.c.

DATE: September 24, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: Presentation by Chris Knight, Chief Executive Officer, El Monte/South El Monte Chamber of Commerce Second Quarter Update

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. El Monte-South El Monte Chamber of Commerce Q2 Sept 2024 PowerPoint



SOUTH EL MONTE CA
CITY OF ACHIEVEMENT

El Monte/South El Monte Chamber of Commerce



Q2 – 2024 Updates

“Your Independent Business and Community Advocate” ©

Membership Statistics

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

Total membership is 356 members.

- 6 New Members, 40 Renewals
- 87 members are South El Monte businesses.
- 163 members are surrounding cities.
- 3 out of state members
- 51 members are import/export companies.

Business Assistance

For 102 year, the South El Monte-El Monte Chamber of Commerce has been supporting large and small businesses and non-profits in the City of South El Monte.

We advocate for and support economic development and community engagement between local officials, businesses, and the community of South El Monte.

Assist in developing programs and services that focus on the needs of local businesses to encourage innovation and growth of small and large businesses.

The goal of the Chamber of Commerce is providing education, advocacy and business development for business members and community involvement.

Sign and Stamp Certificate of Origin (Chamber Members)

Partner Agencies

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

Task A & F: Economic Business Development & Educational Programs

Business Development and Maintenance

- 1. Business Summit & Mixer
- 2. Employment Law Updates for 2024 with Kristel Hadid from Jackson Lewis:



A poster for a 'Business Building Brunch' event. The background shows a wooden table with various food items like a salad, chips, and dips. The text is overlaid on a dark grey rectangular area. At the top right is the Jackson Lewis logo. The main title 'Business Building Brunch' is in large, bold, white and yellow letters. Below it, the speaker's name 'Kristel Hadid' and firm 'Jackson & Lewis PC' are listed. The topic is 'Employment Law Updates For 2024'. The date and time are 'June 18th 2024 12:00 PM - 2:30PM' and the price is '\$15'. At the bottom, there is a logo for 'El Monte South El Monte 100 YEARS 1922-2022' and the event location '1903 Durfee Ave #4, South El Monte, CA 91733' with the phone number '(626) 443-0180'.

JacksonLewis JL

Business Building Brunch

Lunch & Learn

Speaker:
Kristel Hadid
Jackson & Lewis PC

Topic:
Employment Law
Updates For 2024

**June 18th 2024
12:00 PM - 2:30PM \$15**

El Monte South El Monte 100 YEARS 1922-2022

**1903 Durfee Ave #4,
South El Monte, CA 91733
(626) 443-0180**



A poster for a 'Business Summit & Mixer' event. The background is blue with a pattern of white dots. The title is in white and yellow. Below the title, there are four circular portraits of speakers with their names and titles. At the bottom, there is a registration information section with a date, time, location, and a list of logos for local chambers and businesses.

BUSINESS SUMMIT & MIXER

**MINORITY OWNED BUSINESSES
RESILIENCE & REINVENTION**

John Brittain
OWNER,
BRITTAIN
INSURANCE.
Covina
Chamber

Janet Paredes
OWNER
LUNA
CONSTRUCTION
El Monte / S. El Monte
Chamber

Auburn Haney
FOUNDER &
CREATOR
THE YOGA
DANCE CO.
Glendora
Chamber

Jennifer Fu
CO-FOUNDER
AMITY LAW
GROUP
Rosemead
Chamber

May 7, 2024 | 10 a.m. to 12 p.m.

**848 S Barranca Ave, Covina, CA 91723
IKEA Cafeteria | Free Admission**

REGISTER NOW WITH YOUR LOCAL CHAMBER

covina EL MONTE 100 YEARS 1922-2022 ROSEMEAD San Dimas

Task A & F: Economic Business Development & Educational Programs

Business & Community Development - Lunch & Learn

- 1. Rio Hondo Community Development Corporation “Housing For All” Event
- 2. Onboard Lunch & Learn
“Security & Safety in Our Community”
“The Basics of Solar Energy”
“American Academy of Chinese Medicine”

2024 HOUSING FOR ALL

Come together for a day of empowering families, learning about Affordable Housing solutions & answers to the question "What's next."

This event is a chance to provide resources & education while creating a bond with our community.



Refreshments Served Throughout the Day

Lunch Served 11:00 am - 2:00 pm

\$100 Northgate Gift Card Give Away Every Hour

June 26, 2024

9:00 AM - 3:00 PM
Mountain View High School
2900 Parkway Dr.
El Monte, CA 91732



Community Partner



Community Sponsor



Media Sponsor

Rio Hondo Community Development Corporation
www.riohondocdc.org
(626) 401-2784



Lunch & Learn Community Event

Topic: Security & Safety in Our Community

Presenters: EL MONTE POLICE DEPARTMENT

Tuesday, June 25
12PM - 2PM
OBCW Lobby Area
Food & Drinks Provided



Lunch & Learn Community Event

"The Basics of Solar Energy"

Thursday, July 11th
12PM - 2PM
OBCW Lobby

Food & Drinks Provided

Presenter: #123 Anyun (Susan) Chen

Task A & F: Economic Business Development & Educational Programs

SGV Economic Partnership Internship Fair - South El Monte Chamber of Commerce State of the City Scholarships

1. SGV Economic Partnership Interns



2. El Monte - South El Monte Chamber of Commerce State of the City Scholarships



Task A, D, & G Promoting Legislative Involvement in Business & Community



Chamber Awards & Board Installation

- Installed several new board members into the chamber
- Awarded Chamber business members in the community of South El Monte and El Monte
- Hosted numerous organizations of local government



Task A,B,C,D, & E: Business Support



EMSEM Connection newspaper is designed to give Chamber Members an affordable vehicle to reach new customers in the El Monte, South El Monte & Surrounding Cities.

When your business is featured in the EMSEM Connection Newspaper, you're establishing a marketplace identity and consumers in your community will recognize your business when making purchases related to many aspects of their daily lives.

EMSEM Connection is distributed every three months giving you 90 days of exposure and impact for a single investment.

You get extra exposure with the digital newspaper version. Your advertisement in the digital version will be linked to your website, social media page or any where you want to direct potential customers.

Any business can advertise in the EMSEM Connection Newspaper but Chamber members get special member pricing

What you get with an newspaper advertisement package:

Professionally designed advertisement

Newspaper ad placements

Newspaper Print Distribution

1 Social Media post (Chamber Members only)

1 month Website (Chamber Members only)

EMSEM Connection is published by CARDON Media, LLC



- NEW chamber newsletter out now
- Any Business able to advertise but chamber members get special discount
- Contact Cardon Media for more information

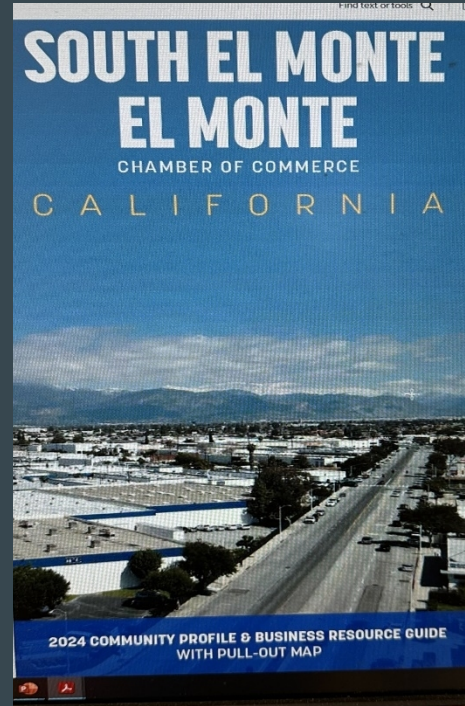
Phone: (626)382-5858

Website: <https://cardonmedia.com/>

Task C: Visitor Business Resource Guide and City Map

Visitor Business Resource and City Map

- New 2024 South El Monte-El Monte Business Resource and City Map is currently in print and delivered by October.
- Businesses need assistance in reaching other businesses.
- Availability to promote at South El Monte Events or pick up at Chamber Office.



Task D: Promoting the Community



Summer School Showcase

- Members of the SEM/EM Chamber of Commerce and El Monte Police attended the Columbia Summer School Showcase
- They judged the children game displays based on imagination and creativity
- Chamber donated various school items for Backpack Give Away.



Task A: Economic Business Development

Ribbon Cuttings

- Celebrated the one-year anniversary of Marathon Batting Cages opening its doors 7/13/24
- Chick-Fil-A Santa Anita Ribbon Cutting 5/22/24
- Speedy Pack N Go Ribbon Cutting 5/18/24
- El Monte Union High School District Athletic Stadium Project 5/2024



Vikki Carr Performing Arts Center
at Rosemead High School

You are invited to celebrate the grand dedication of the
Vikki Carr Performing Arts Center
at Rosemead High School

Wednesday, July 31 | 5 p.m.
Rosemead High School - 96653 Mission Dr. Rosemead

Join El Monte Union High School District,
along with Vikki Carr and members of the Carr family,
for the dedication ceremony of Rosemead High School's
Vikki Carr Performing Arts Center.

EL MONTE UNION HIGH SCHOOL DISTRICT | Community Committed to College and Career
3127 Johnson Ave. El Monte, CA 91731 | (626) 444-9005 • www.emuhd.org

BOARD OF TRUSTEES
Chairman: [Name] Vice-Chairman: [Name] Secretary: [Name] Treasurer: [Name] Superintendent: [Name]



Task A, B, & G : Economic Development, Business Advisory Council & Legislative Involvement

Worked Closely with Local Area Chambers to Build Relationship

Multi Chamber events that help our local community and businesses grow and build relationships with other local businesses in other cities.

Building a long-term business community that create bigger events that benefit all cities, schools and chambers like ours.



Task A, B, C, D, & E: Business Development, New Resource

Guide online, Promote Events

Business Support

New Video Program

E-Mail All Businesses
Discounts and
upcoming events

Social Media
Postings

Monthly Digital
Newsletter

Free Monthly
Business Webinars



SGV POWERSITE

Free Webinar

12 Sept, 2024, 4pm

Learn about this free, powerful data tool available to all SGV Economic Partnership members!

- ✓ Locate Available Commercial Sites
- ✓ View Data on Local Businesses
- ...And Much More!

RSVP



(626) 856-3400
sgvpartnership.org/events
Zoom Webinar



V.A.C.E.
SANTA GABRIEL VALLEY ASSOCIATION
OF CHAMBER EXECUTIVES

LUNCH AND LEARN WEBINARS

Renewal and Resilience:
Navigating the Future of Business in 2024

The Business Education Webinar Series aims to provide insights, strategies, and practical knowledge to empower professionals and business leaders in building renewal and resilience within their organizations. The series will cover a range of topics, addressing current and anticipated challenges and opportunities in the business world.

Monthly Meetings: Third Thursdays of the Month at 12:00 p.m.

- 1. Thursday, March 21, 2024 at 12:00 p.m.
The Landscape of 2024: Trends and Challenges
Overview of the current business environment, identification of key trends and challenges affecting industries.
- 2. Thursday, April 18, 2024 at 12:00 p.m.
Renewal Strategies: Adapting to Change
Strategies for embracing change and managing innovation.
- 3. Thursday, May 16, 2024 at 12:00 p.m.
Building Resilient Networks
Understanding and strengthening organizational resilience, emphasizing resilience building practices.
- 4. Thursday, June 20, 2024 at 12:00 p.m.
Leadership in Uncertain Times
Leadership of resilient business in a world of uncertainty. Case studies of resilient business and their strategies.
- 5. Thursday, July 18, 2024 at 12:00 p.m.
Technology and Digital Transformation
Leveraging technology for business renewal, navigating the digital transformation journey.
- 6. Thursday, August 15, 2024 at 12:00 p.m.
Empowering Women and Diverse Perspectives
Empowering women and diverse perspectives in organizational resilience, strategies for building resilient and engaged workforce.
- 7. Thursday, September 12, 2024 at 12:00 p.m.
Financial Resilience: Managing Risks and Resources
Financial planning and risk management in uncertain times, effective resource allocation strategies.
- 8. Thursday, October 10, 2024 at 12:00 p.m.
Global Perspectives: Navigating International Dynamics
Understanding global business trends, strategies for businesses with international operations.

BROUGHT TO YOU BY PARTNERSHIP FROM THE FOLLOWING CHAMBERS OF COMMERCE:



[Click HERE to RSVP!](#)

WEBINARS ARE FREE AND OPEN TO EVERYONE.
For more information, contact your local Chamber of Commerce included in this flyer.



WITH MORE EXPOSURE



- EMAIL TO ALL MEMBERS
- IG POST
- @EMSEMCHAMBEREVETS PAGE
- MONTHLY DIGITAL NEWSLETTER (COMING NEXT MONTH)

SEND FLYER TO: 

[CLICK ON IMAGE TO VIEW](#)



EL MONTE/SOUTH EL MONTE CHAMBER OF COMMERCE PRESENTS

41ST ANNUAL GOLF CLASSIC

Save the date

MONDAY, OCTOBER 21, 2024

8:00 A.M. – 5:00 P.M.

VIA VERDE COUNTRY CLUB

1400 Avenida Entrada San Dimas, CA 91773

\$195 SINGLE
\$775 FOURSOME
Includes dinner

Register Today!
www.emsemcc.org/golf

For more information, please contact our chamber reps
Gary Yeung at 626.667.4279 or Chris Knight 626.674.7480



SCHEDULE

- Check in at 8:00 a.m.
- Shotgun starts at 9:00 a.m.
- Awards Banquet immediately after golf tournament



If The Chamber Didn't, Who Would?

Legislative Involvement

Speak up for business with government leaders regarding proposed and existing laws and regulations that have an impact on business?

Respond to requests for Demographics, questions about our businesses & community, either in person, by mail/e-mail or by phone.

Coordinate the talents of the local business community by tracking basic issues?

Stand ready to pursue any matter which can make our area a better place to live.

Chairing Chamber of Commerce, For the San Gabriel Valley Legislative Coalition of Chambers

WHY JOIN A CHAMBER?

Chambers of Commerce are stronger than ever. By joining, you get members-only perks, exclusive advertising and networking opportunities, and a whole lot of exposure for yourself and your organization. **Get on board and see the difference!**

El Monte South El Monte
CHAMBER OF COMMERCE
Your Independent Advocate for Business

100 YEARS
1922-2022

NETWORKING
It's not just who you know, it's who others know. Networking is powerful.

CREDIBILITY
Raise your reputation through membership.

VISIBILITY
Stand out and get noticed in your community.

LEARNING
Get a competitive edge over non-members with exclusive training opportunities on a variety of hot topics.

HAVE A VOICE
Gain a say in what happens in government through the Chamber advocacy efforts.

DISCOUNTS
Increase your purchasing power through chamber-only discounts and perks.

JOIN TODAY

Become a MEMBER

MEMBER
EXCLUSIVE BENEFITS

Design by CARDON Media / www.cardonmedia.com

Chamber Activities June 2024 - July 2024

June:

4: Weller Meet & Greet
VACE Mixer
5: New Temple Graduation
Shively Graduation
South El Monte High School Graduation
6: Taste of Rio
Epiphany Graduation
11: South El Monte City Council
Monte Vista Graduation
12: Miramonte Graduation
Planning for Installation
13: Marketing Series Webinar
Multi-Chamber Mixer
South El Monte Summer Concert
18: Business Building Brunch - Labor Laws Updates
19: Zoom Mtg SBDC
Multi-Chamber Mixer- Doubletree Rosemead
20: VACE Lunch & Learn
25: Meet, Greet & Network 8:30 am-10am Chamber
Lunch & Learn
26: Lincoln Training Center
Senator Rubio WINGS Mtg.
27: Chamber Installation
30: South El Monte Fireworks

July:

2: Interns First Day
VACE Mtg
Judge Cardboard Video Games
12: US Army Battalion
13: Marathon Batting Cages Anniversary Ribbon Cutting
14: VACE Lunch & Learn
15: AMRO Bar-B-que
16: Meeting with Maryvale
24: Hilda Solis Ribbon Cutting
25: South El Monte Summer Concert
29: Membership Visits
30: Golf Committee Mtg.
31: Rosemead High School Ribbon Cutting
Senator Rubio WINGS Meeting

Chamber Activities August 2024 – September 2024

August:

1: Meeting w/ Member
Golf Committee Mtg.
6: VACE Mtg.
Visit w/ Company
8: Visit with Maryvale Tour
South El Monte Concert
14: Pizza w/Sheriff
Tour Via Verde Country Club
15: Mtg/Lunch w/PCC President & Admins
VACE Mtg.
20: Membership Visit
21: Visit new company
22: Mtg: w/potential Member
South El Monte Concert
23: Work on Candidates Forum
28: Senator Rubio Mtg. WINGS

September:

3: Call Companies for input
4: Met w/ Cindy Wu
Met w/ Target
5: South El Monte Fire Fighters
Work on South Power Point

Events to Come

September

11: Remember 911

12: SGVE PARTNERSHIP Zoom

19: VACE Lunch & Learn

25: Welbe Health Mixer

26: Inter Celebration & CTE Expo

24: 8:30 AM-10:00 AM

Monday Morning Donuts &
Coffee

28: Senator Rubio WINGS

October

17: VACE Lunch & Learn

21: Chamber Golf Classic

22: 8:30 AM-10:00 AM

Monday Morning

Donuts & Coffee

24:

Trunk or Treat

November

5: Election Day

11: Veteran's Day

15: American

w/Disabilities Act(ADA)

Compliance & State

Disability Laws Webinar

Questions & Answers



Chamber Information & Contact

Chris Knight, Chief Executive Officer:

Chris@emsemcc.biz

El Monte/South El Monte Chamber of Commerce:

WWW.EMSEMCC.BIZ

(626) 443-0180

Created and Submitted by Chris Knight 

Edited by Gary Yeung, Sunrise Wear



City Council Agenda Report

Agenda Item No. 4.d.

DATE: September 24, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: Sheriff's Department Report for the Months of July and August 2024

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. PowerPoint - July 2024
- B. PowerPoint - August 2024

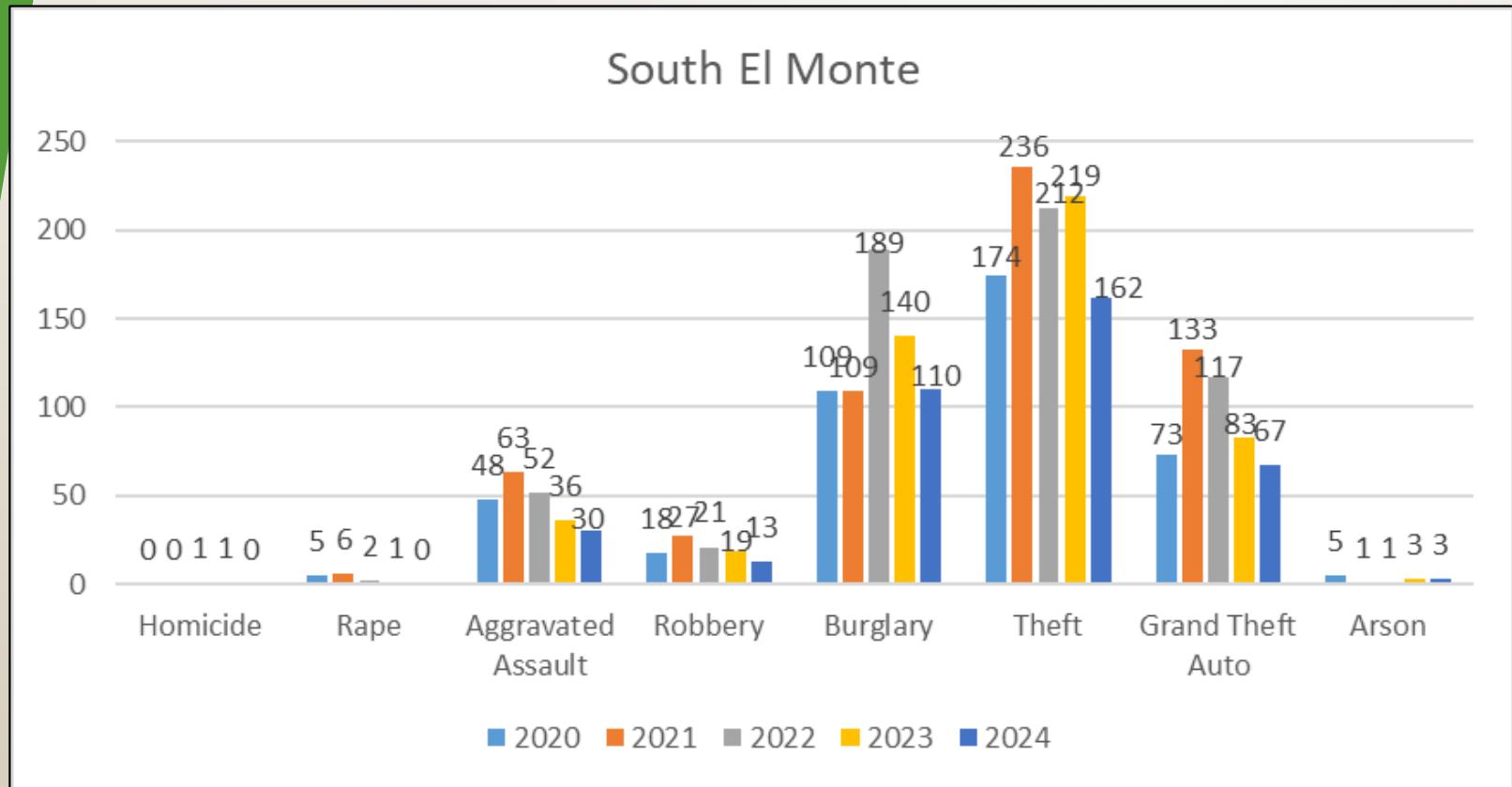
South El Monte July 2024

Crime Statistics



South El Monte

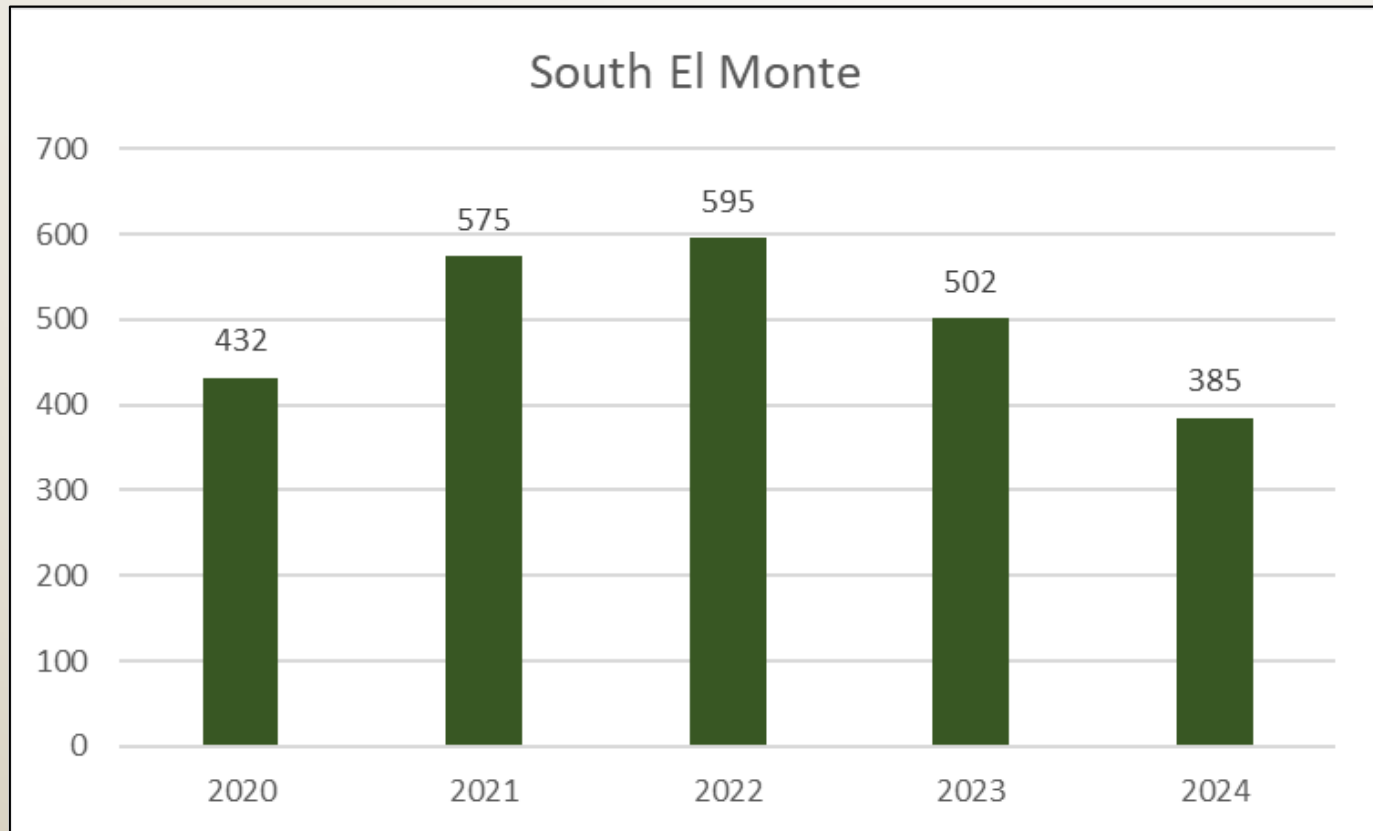
Part I Crime Statistics – July 2020-2024



South El Monte	1 yr % change	4 yr % change
Homicide	-100%	NC
Rape	-100%	-100%
Aggravated Assault	-17%	-38%
Robbery	-32%	-28%
Burglary	-21%	1%
Theft	-26%	-7%
Grand Theft Auto	-19%	-8%
Arson	0%	-40%
Total	-23%	-11%

South El Monte

Part I Crime Statistics – July 2020-2024



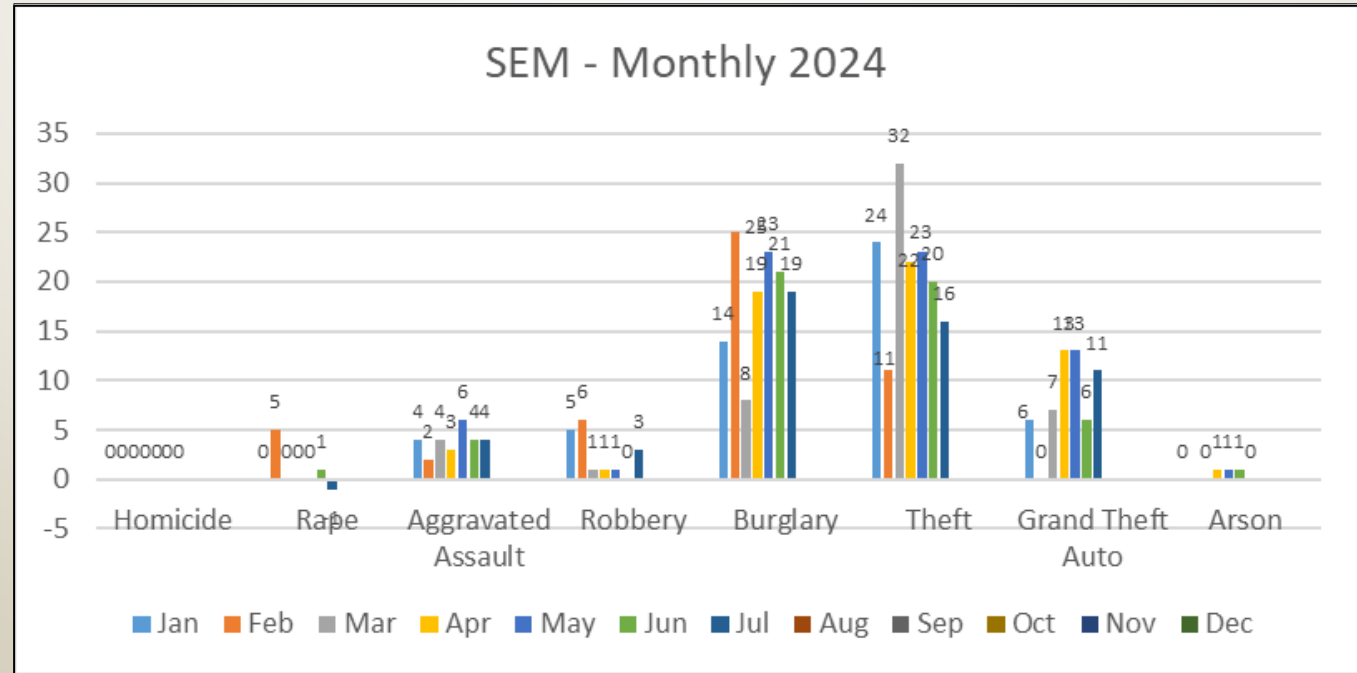
South El Monte

Part I Crime Statistics – Monthly Breakdown 2024 & Arrests

South El Monte	January	February	March	April	May	June	July	August	September	October	November	December	Total
Homicide	0	0	0	0	0	0	0						0
Rape	0	0	0	0	0	1	-1						0
Aggravated Assault	4	5	4	3	6	4	4						30
Robbery	5	2	1	1	1	0	3						13
Burglary	14	6	8	19	23	21	19						110
Theft	24	25	32	22	23	20	16						162
Grand Theft Auto	6	11	7	13	13	6	11						67
Arson	0	0	0	1	1	1	0						3
Total	53	49	52	59	67	53	52	0	0	0	0	0	385

South El Monte	
Res Burg	54
Other Burg	17
Petty Theft	36
Grand Theft	28
Theft from Vehicle	22

Arrests	
2024	605
2023	609



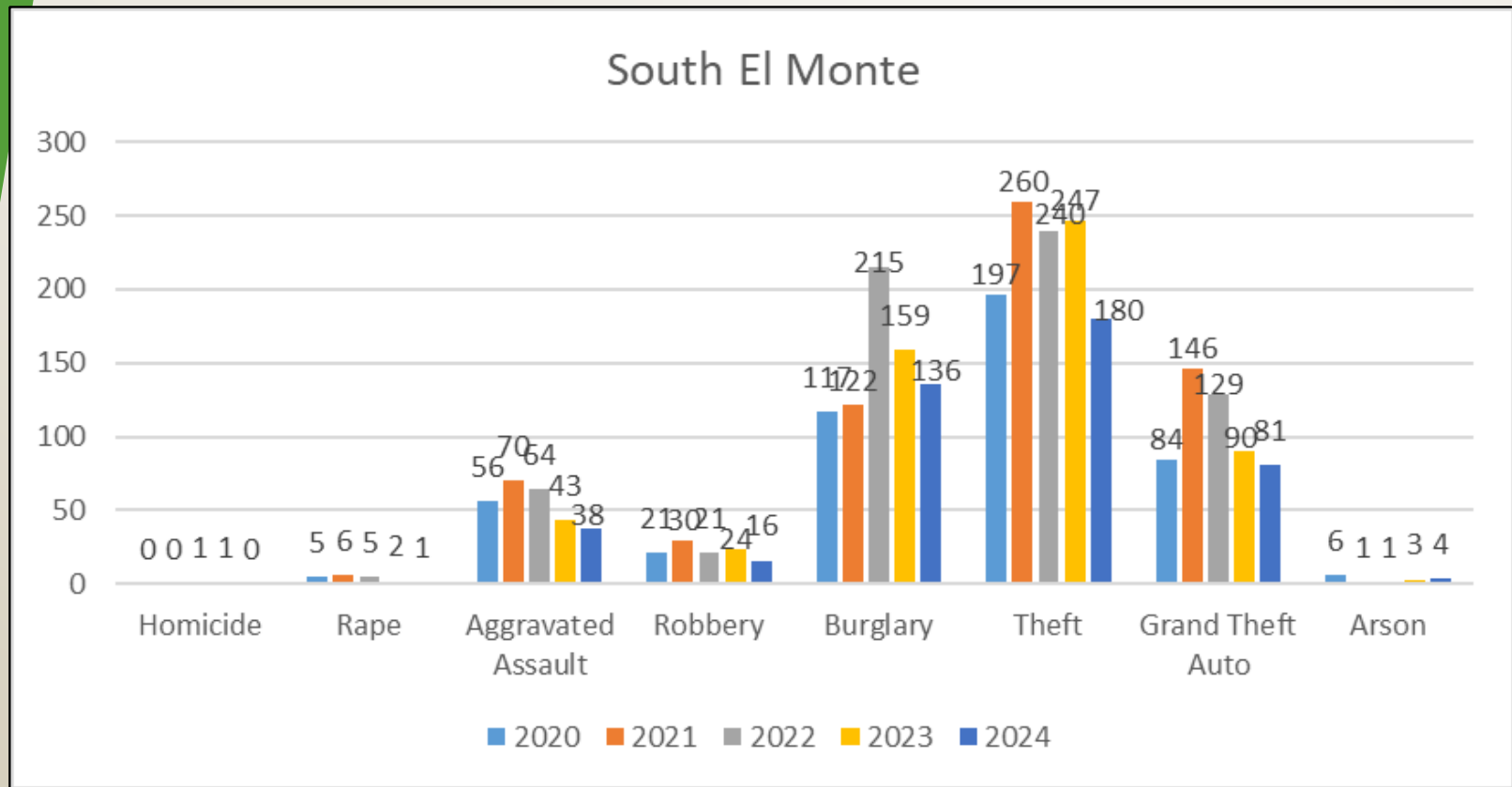
South El Monte August 2024

Crime Statistics



South El Monte

Part I Crime Statistics – July 2020-2024 YTD

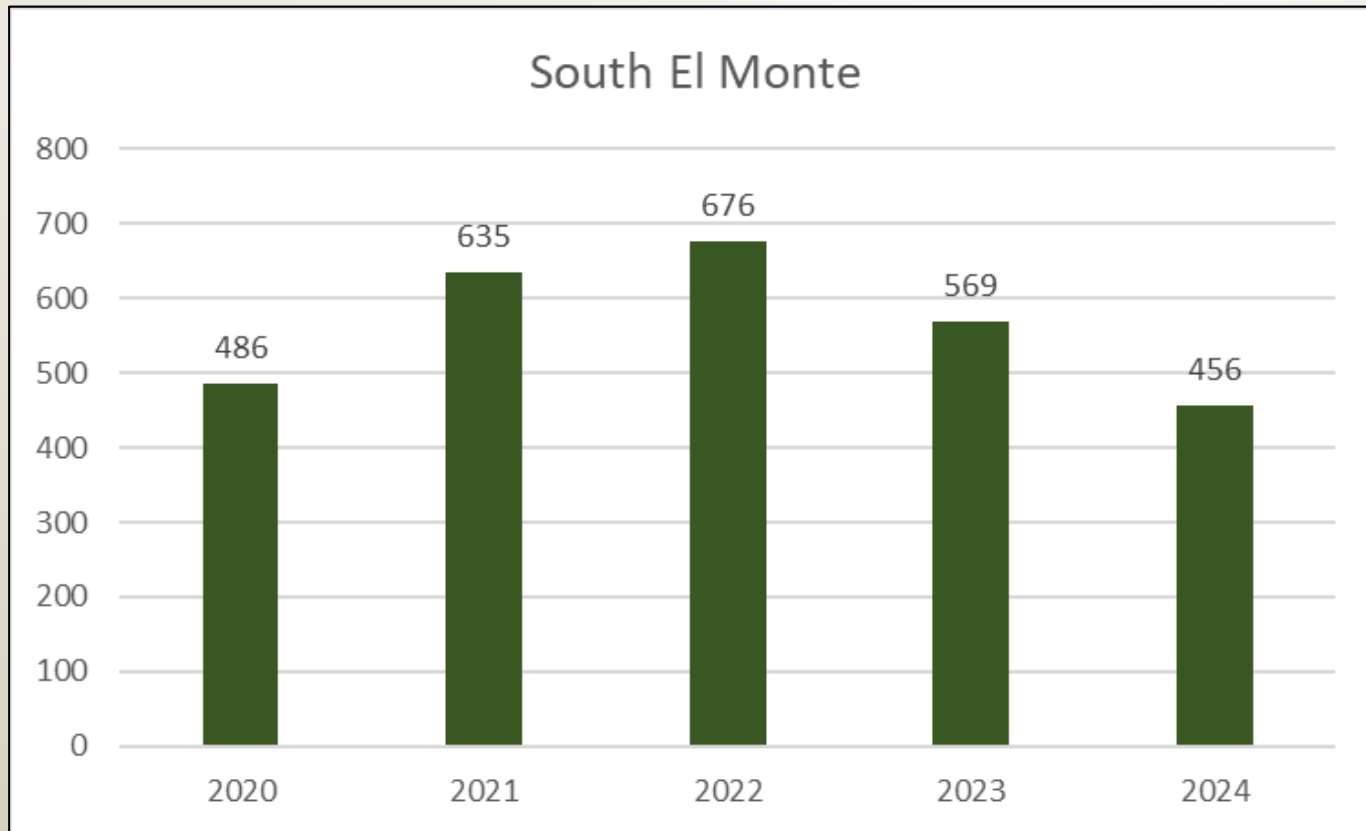


South El Monte	1 yr % change	4 yr % change
Homicide	-100%	NC
Rape	-50%	-80%
Aggravated Assault	-12%	-32%
Robbery	-33%	-24%
Burglary	-14%	16%
Theft	-27%	-9%
Grand Theft Auto	-10%	-4%
Arson	33%	-33%
Total	-20%	-6%

South El Monte	YTD
Res Burg	12
Other Burg	124
Petty Theft	48
Grand Theft	87
Theft from Vehicle	45

South El Monte

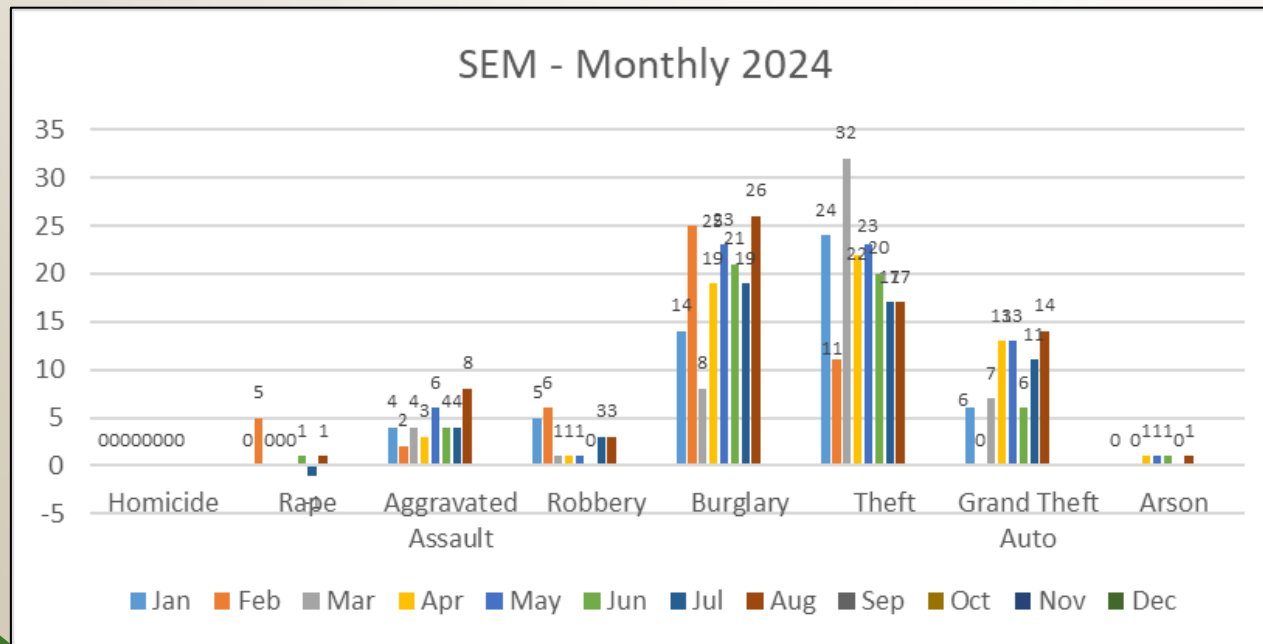
Part I Crime Statistics – July 2020-2024 YTD



South El Monte

Part I Crime Statistics – 2024 Monthly Breakdown & Arrests YTD

South El Monte	January	February	March	April	May	June	July	August	September	October	November	December	Total
Homicide	0	0	0	0	0	0	0	0					0
Rape	0	0	0	0	0	1	-1	1					1
Aggravated Assault	4	5	4	3	6	4	4	8					38
Robbery	5	2	1	1	1	0	3	3					16
Burglary	14	6	8	19	23	21	19	26					136
Theft	24	25	32	22	23	20	17	17					180
Grand Theft Auto	6	11	7	13	13	6	11	14					81
Arson	0	0	0	1	1	1	0	1					4
Total	53	49	52	59	67	53	53	70	0	0	0	0	456



Arrests	
2024	721
2023	692



City Council Agenda Report

Agenda Item No. 4.e.

DATE: September 24, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: Code Enforcement and Public Safety Department Report for the Months of July and August 2024

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT: None.

DISCUSSION:

ATTACHMENT(S):

A. PowerPoint - July and August 2024

City of South El Monte

Public Safety Report



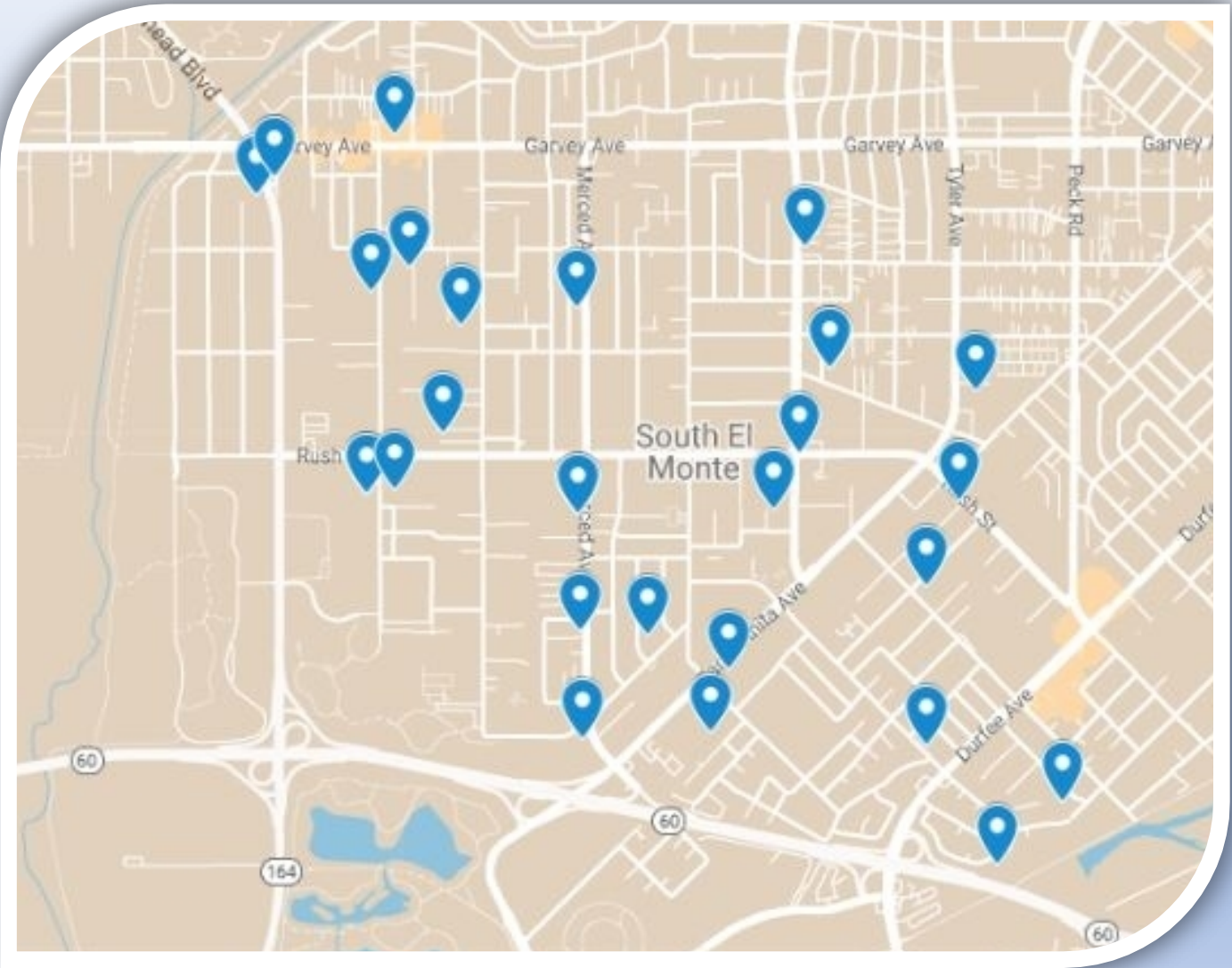
September 2024 Recap

Joe Martinez
Code Enforcement / Public Safety
Supervisor

Code Enforcement Cases

July - 72

Building Code.....	10
Business.....	4
Graffiti (Private Property).....	0
Health & Safety.....	1
Homeless	5
Illegal Dumping/Bulk	9
Parking Citations.....	5
Property Maintenance.....	26
Street Vendors.....	1
Streets/Public Places.....	5
Vehicle/Traffic.....	3
Zoning.....	3



Code Enforcement Cases

August - 74

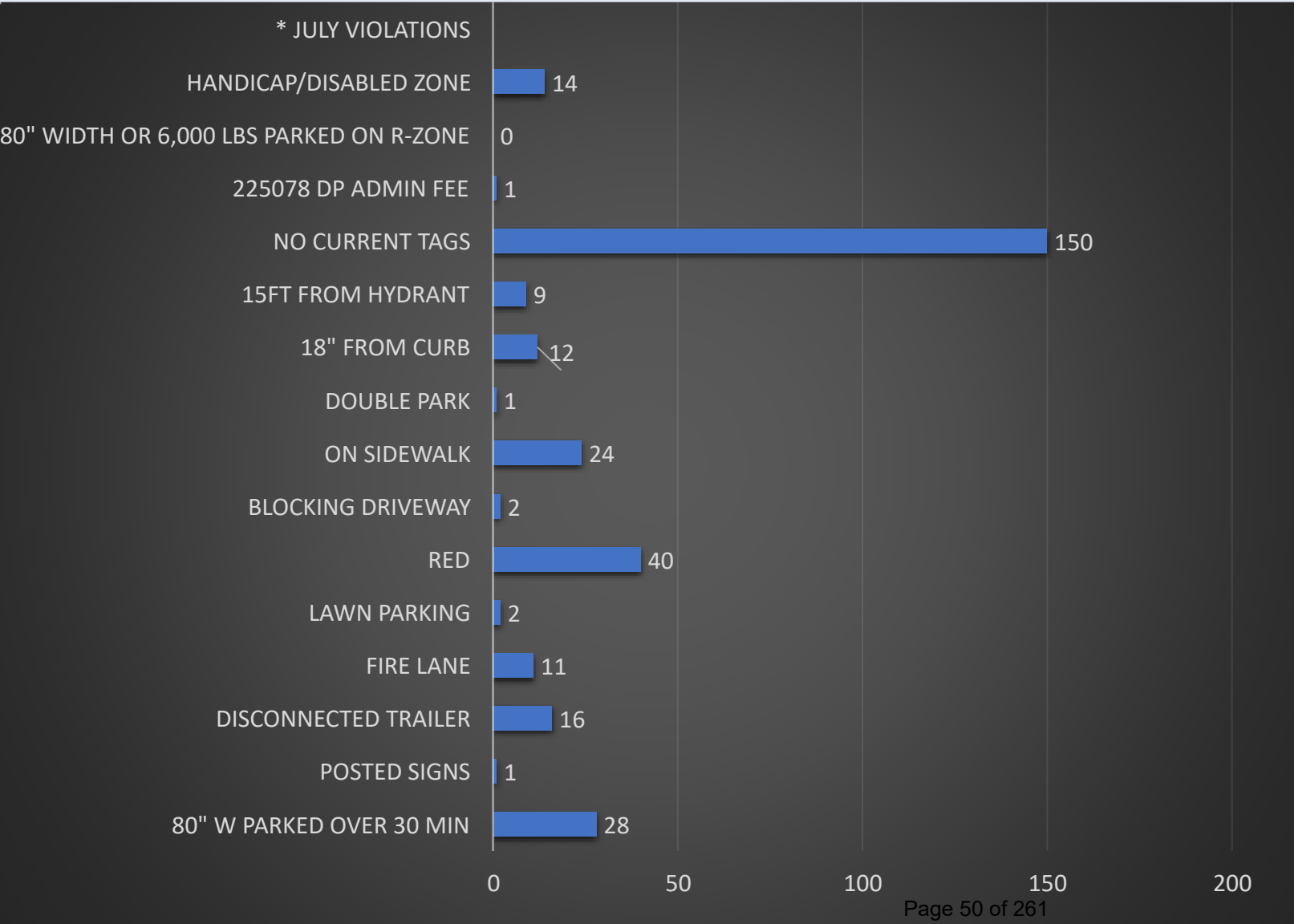
Building Code.....	9
Business.....	2
Graffiti (Private Property).....	1
Health & Safety.....	3
Homeless	2
Illegal Dumping/Bulk	1
Parking Citations.....	9
Property Maintenance.....	33
Street Vendors.....	2
Streets/Public Places.....	6
Vehicle/Traffic.....	6
Zoning.....	1



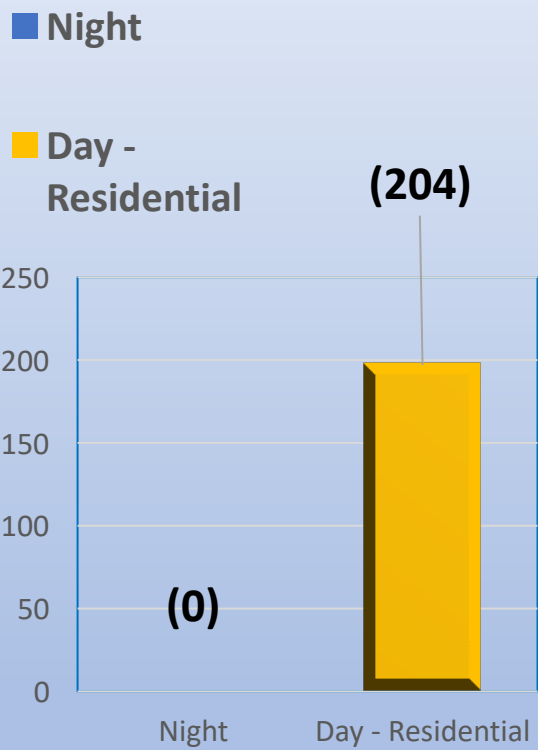
Parking Citations

July – 479

* Number of Citations issued differs from number of violations listed

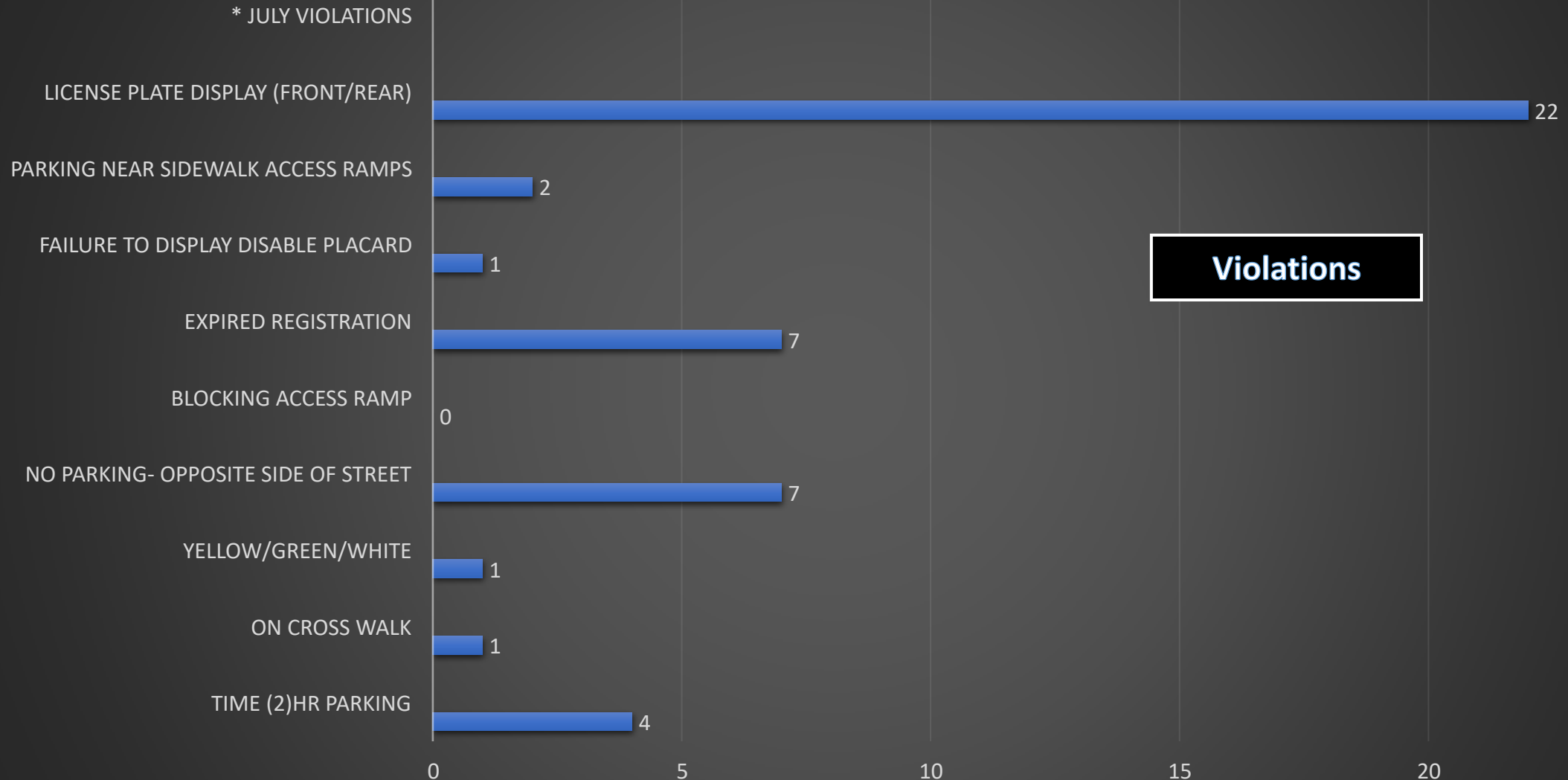


STREET SWEEPING – 204



Parking Citations

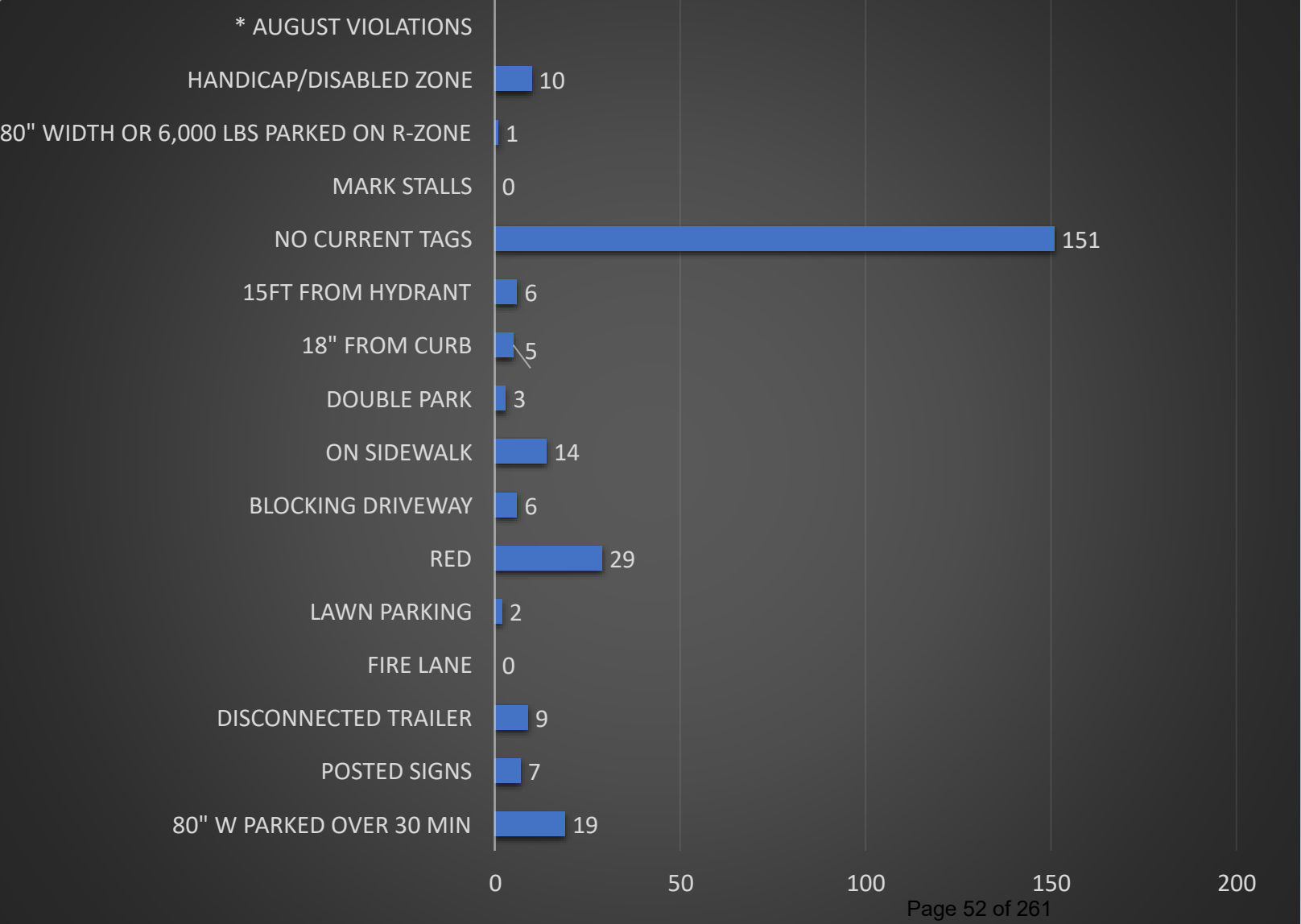
July Continued -



Parking Citations

August – 434

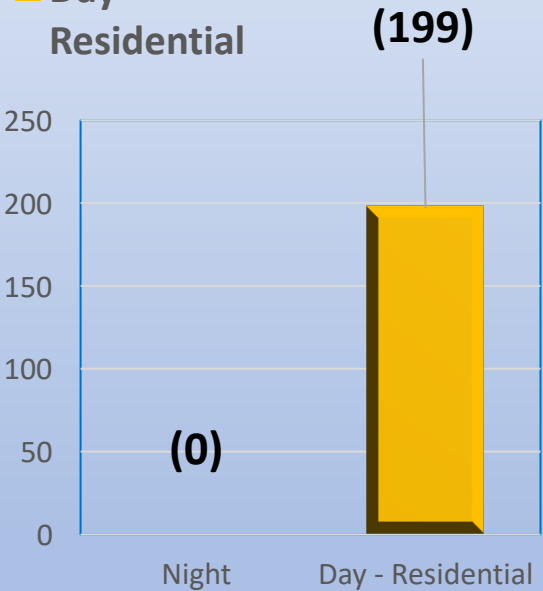
* Number of Citations issued differs from number of violations listed



STREET SWEEPING – 199

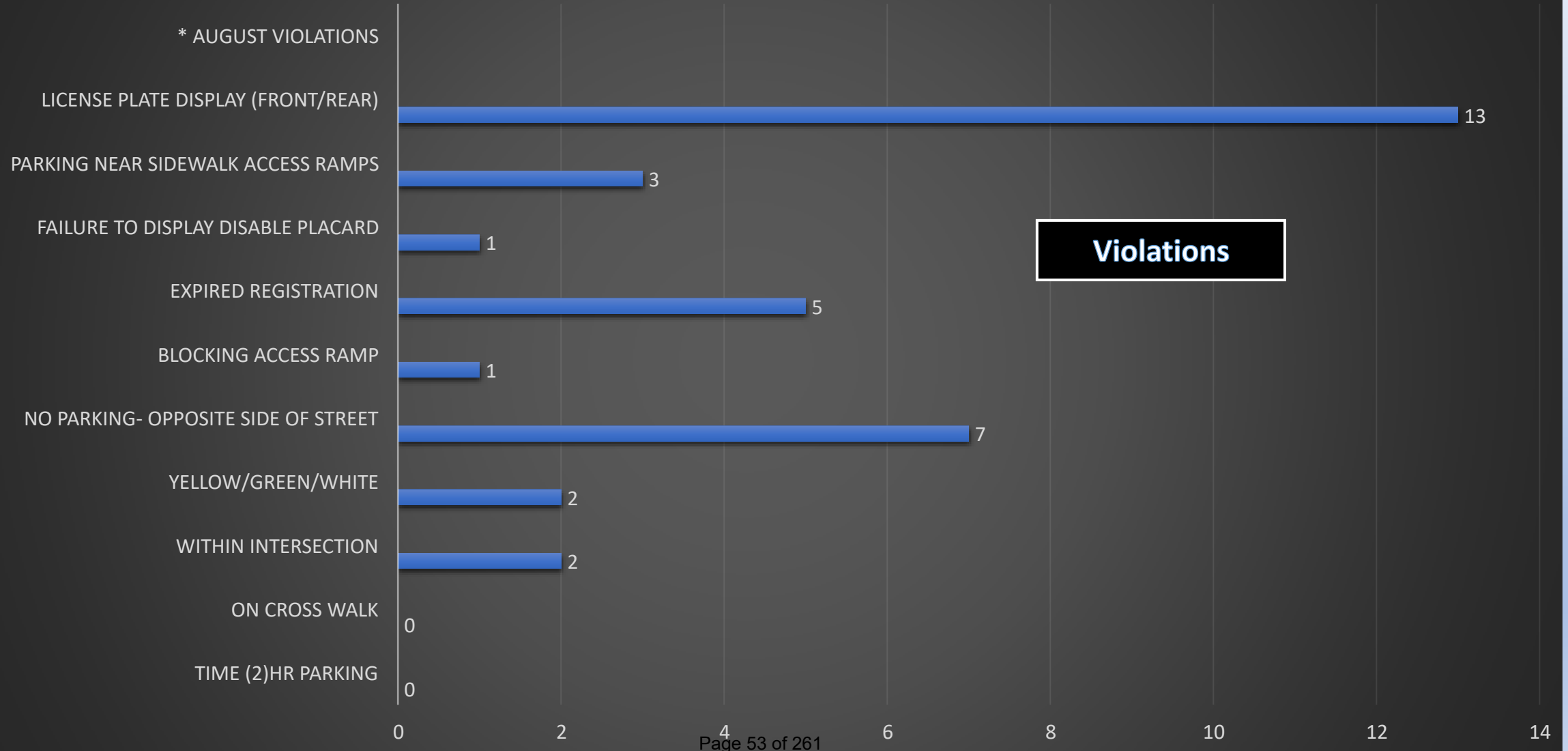
■ Night

■ Day - Residential



Parking Citations

August Continued -





City Council Agenda Report

Agenda Item No. 4.f.

DATE: September 24, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: Presentation by Streets for All on the Hill to Sea Corridor

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Hill to Sea for South El Monte

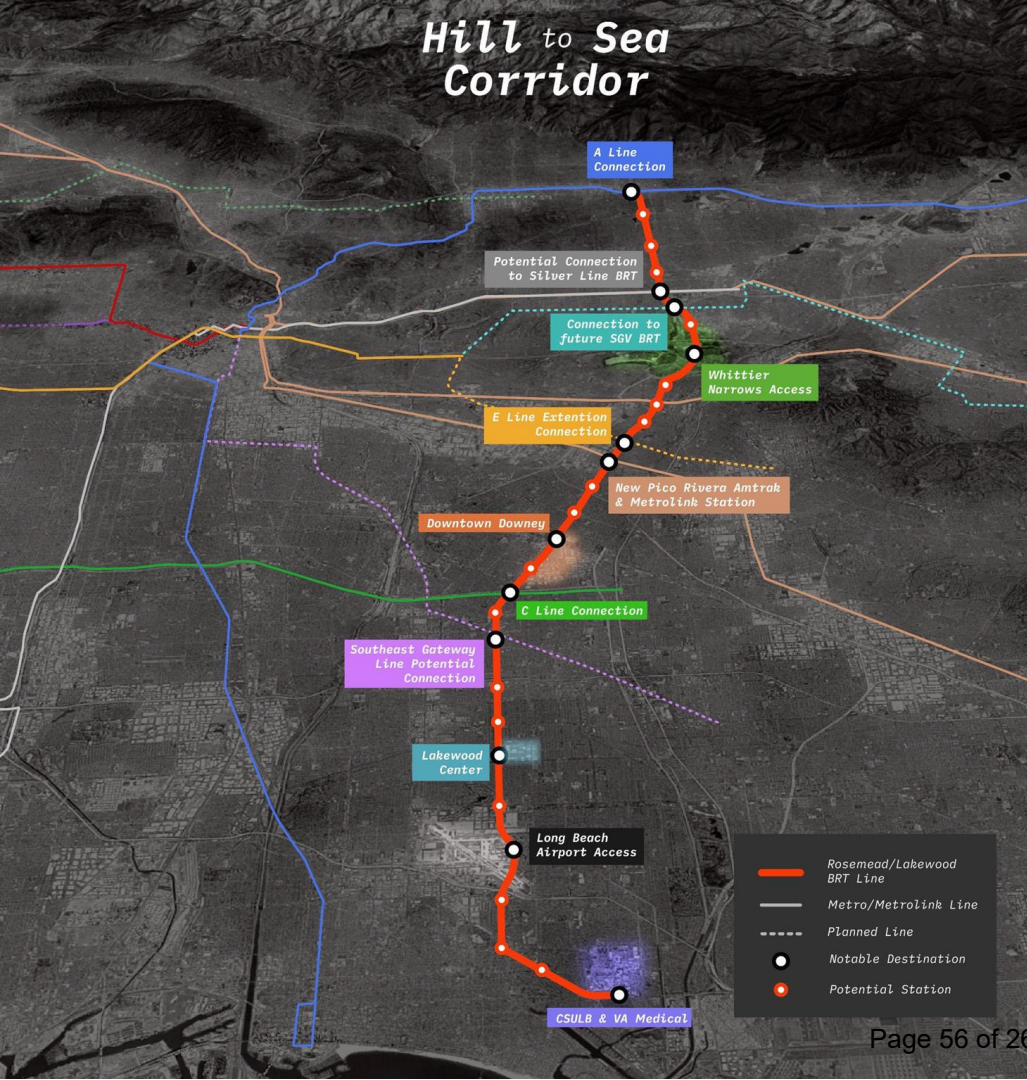


Hill to Sea Corridor

Rosemead/Lakewood Blvd



Hill to Sea Corridor

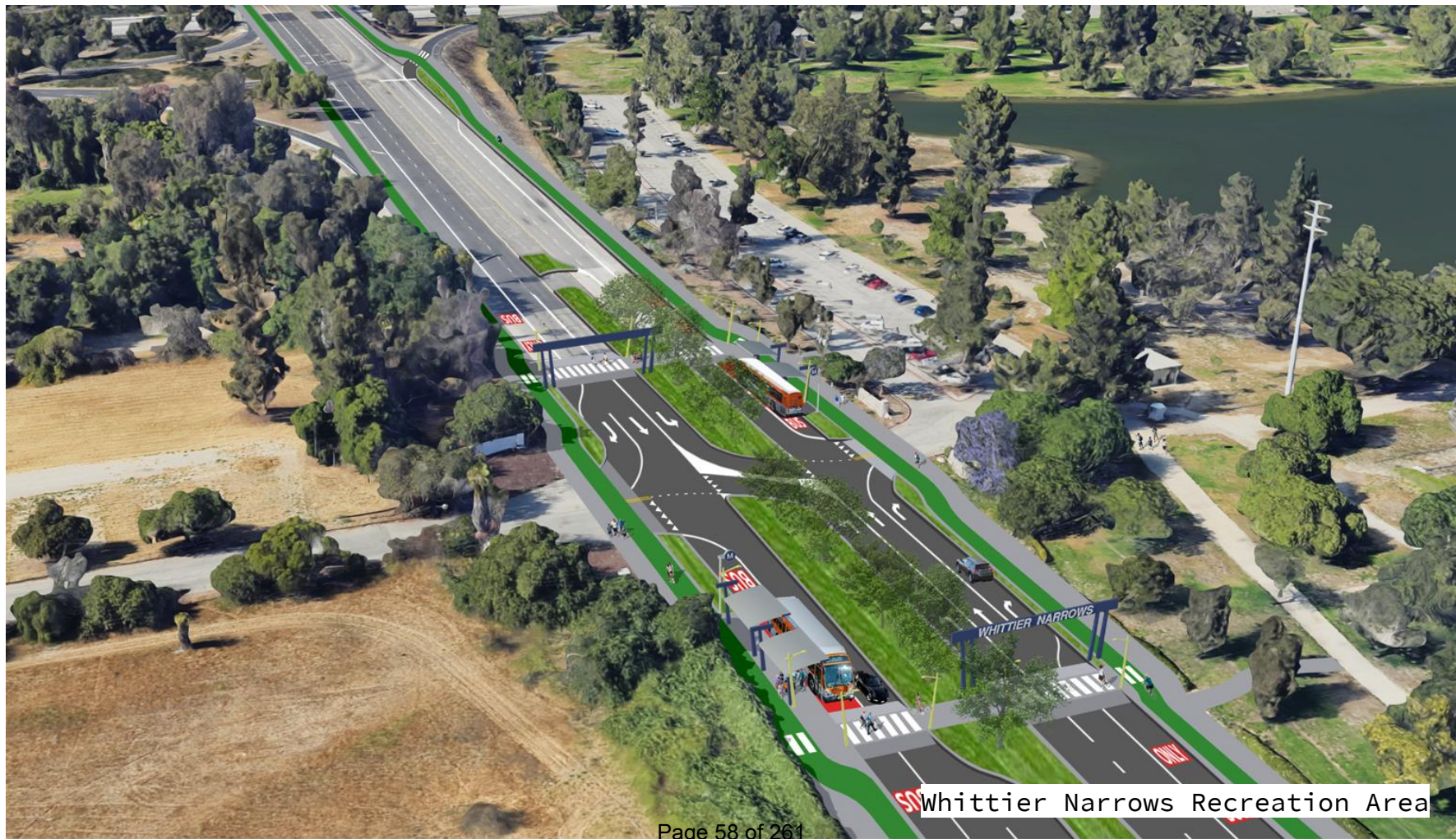


The Vision

- 28-mile BRT from Pasadena to Long Beach
- Connect major destinations in the San Gabriel Valley and Gateway Cities
- Connect 8 rapid transit routes



Whittier Narrows Recreation Area



Whittier Narrows Recreation Area



Lakewood C Line Station



Lakewood C Line Station



Long Beach Airport



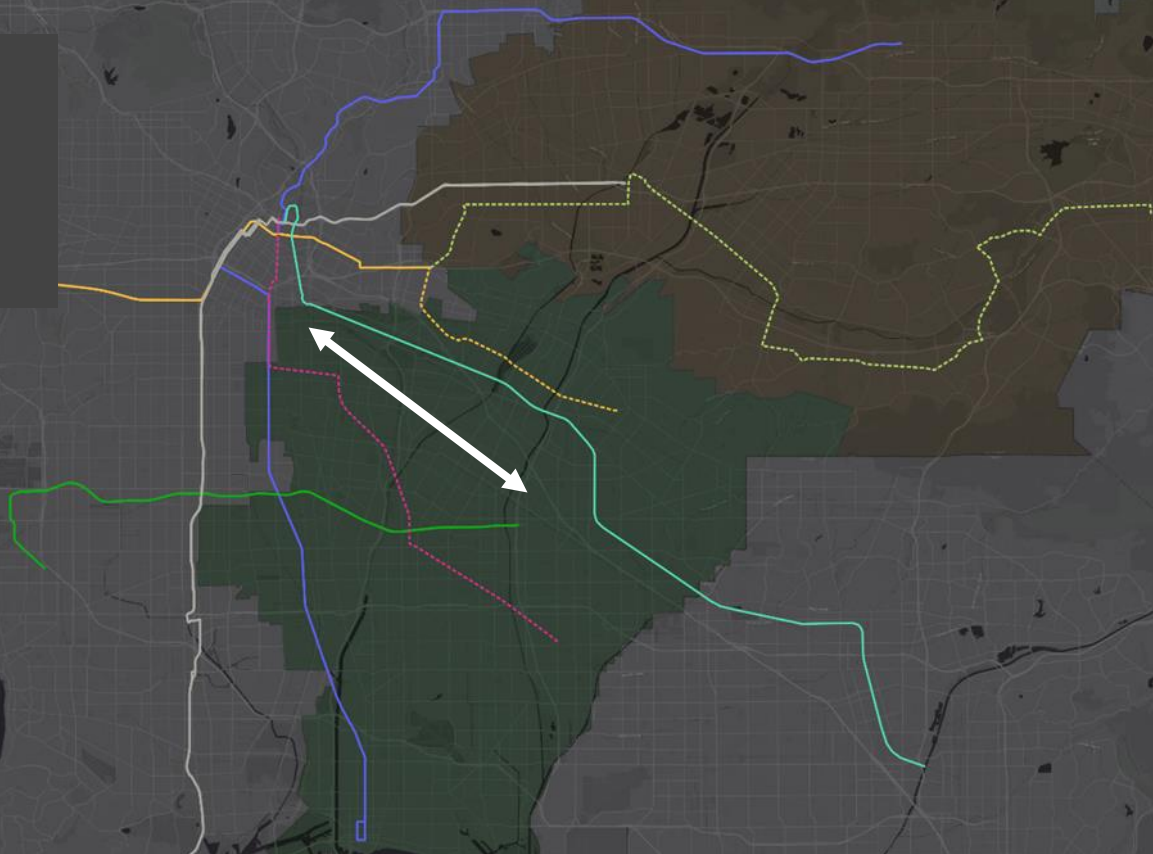
Long Beach Airport

Nearly 40% of LA County
population is in the Gateway
Cities and the SGV COGS

San Gabriel Valley COG
1,800,205

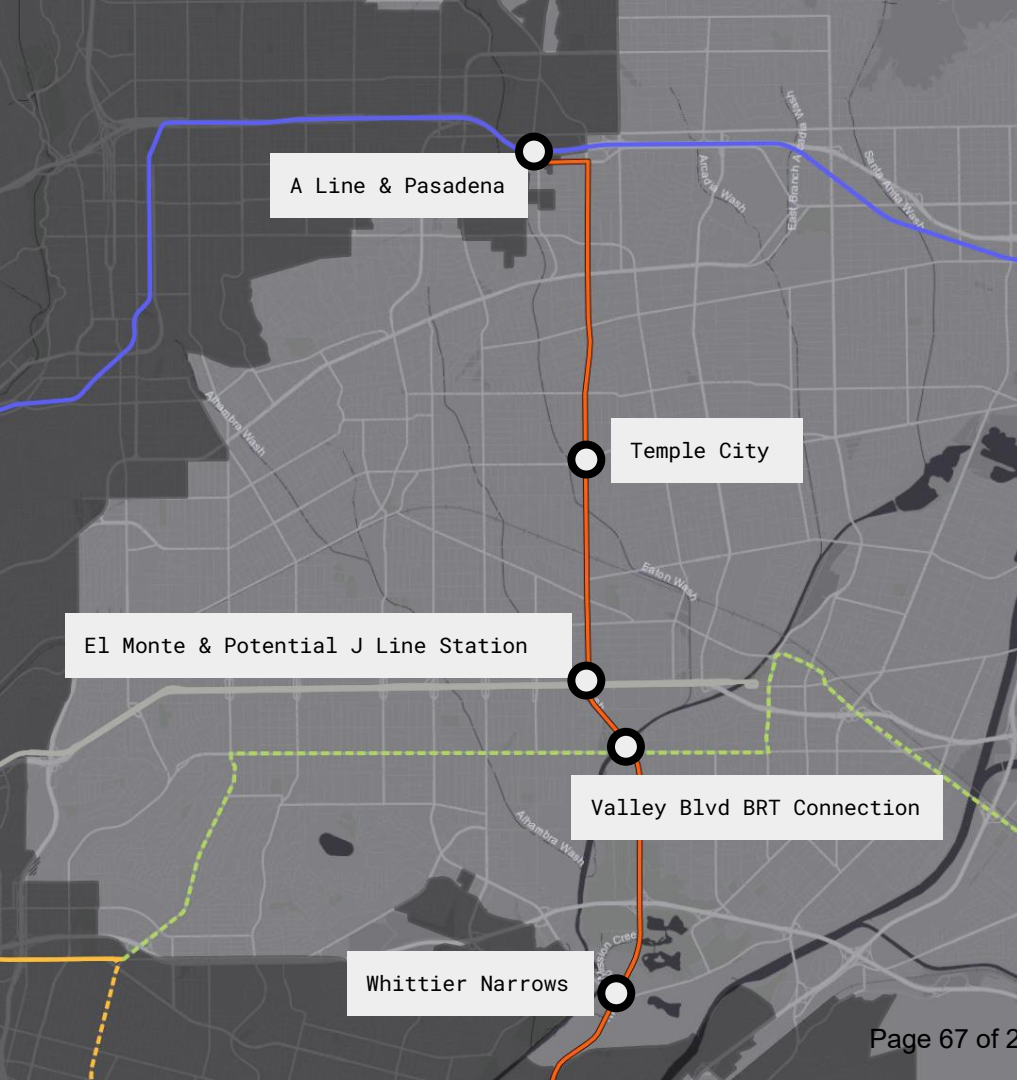
Gateway Cities COG
2,004,751

Metro has multiple existing and planned transit lines here, but they are mostly radial: in and out of DTLA



What if we built a route
connecting communities
to themselves?

State Route 19 (Rosemead/
Lakewood Blvd) has been
relinquished back to cities and
contains a wide right of way
that can accommodate transit
and active transportation
improvements.

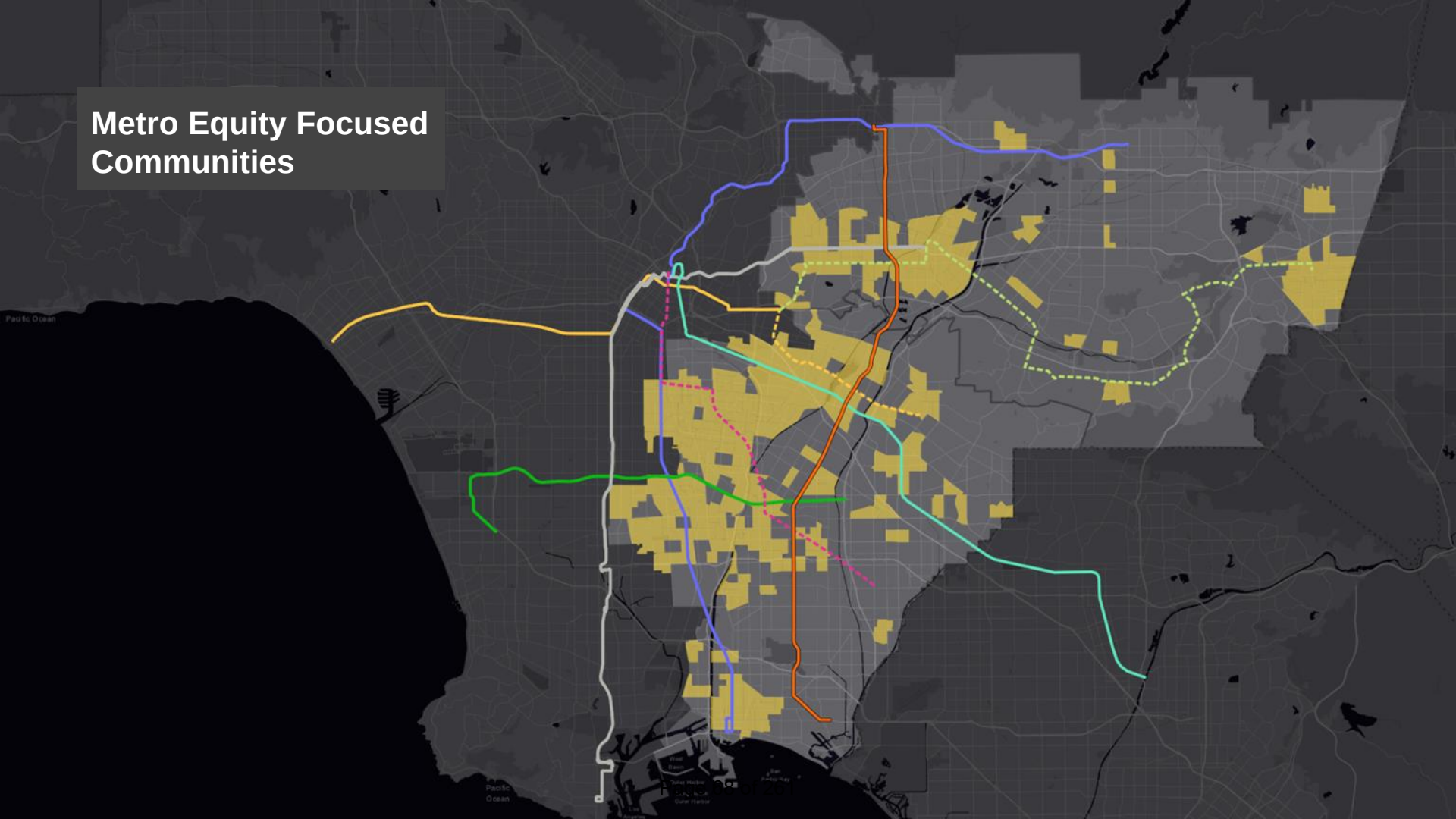


San Gabriel Valley

The recent SGV Transit Study showed strong ridership potential for BRT line along Rosemead Blvd in the SGV between Pasadena and Whittier Narrows.

Just this section was estimated to carry 13,350 daily riders (twice the riders/mile of existing Metro J or G lines) by 2040

Metro Equity Focused Communities

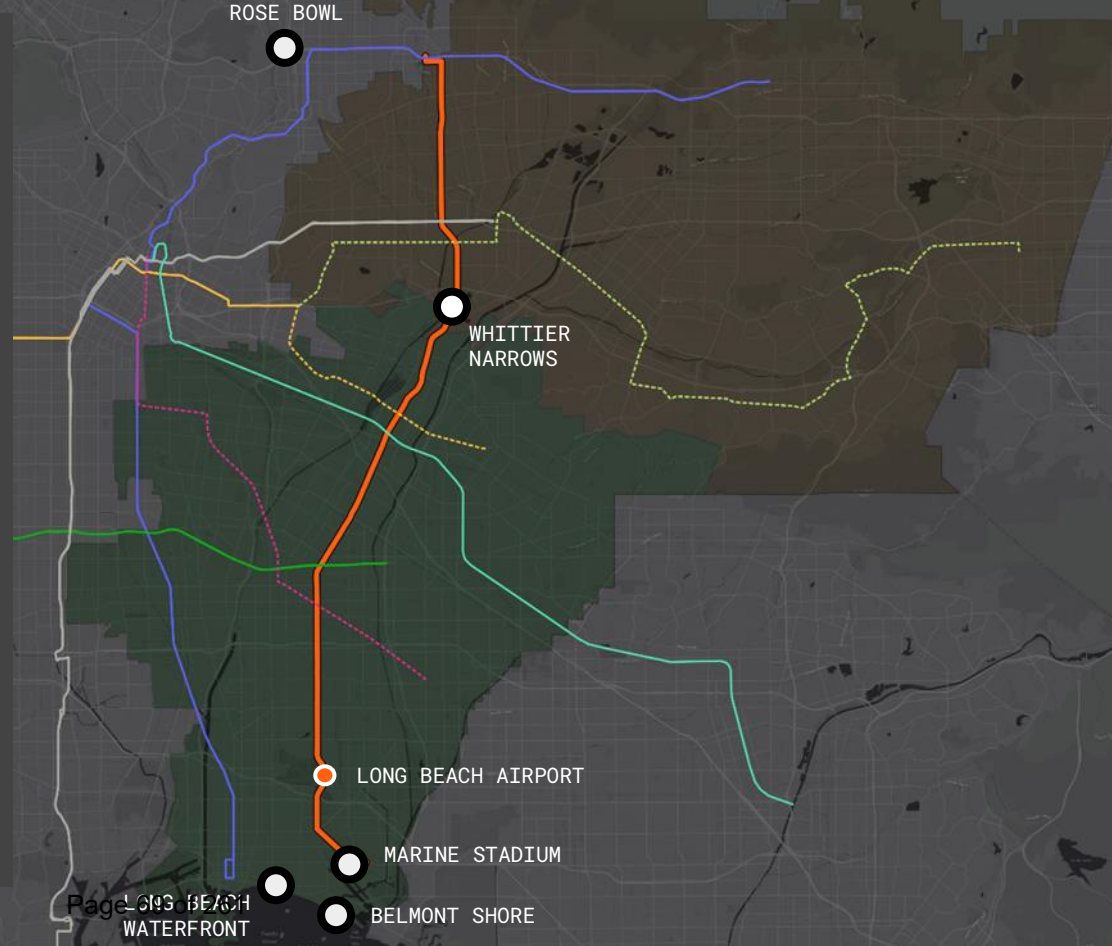


2028 Olympics

Pasadena and Long Beach will both host Olympic venues, and Whittier Narrows is on the shortlist for multiple events.

The A Line will likely be over capacity between Pasadena, DTLA, and Long Beach - it's important to design alternative routes for both spectators and normal resident trips.

Long Beach Airport will see many regional flights but currently has limited transit service.



Vision Zero

Currently, most of the corridor is around 100ft wide with multiple fast travel lanes dangerous crosswalks, creating a hostile environment for people walking, waiting for the bus, or biking.



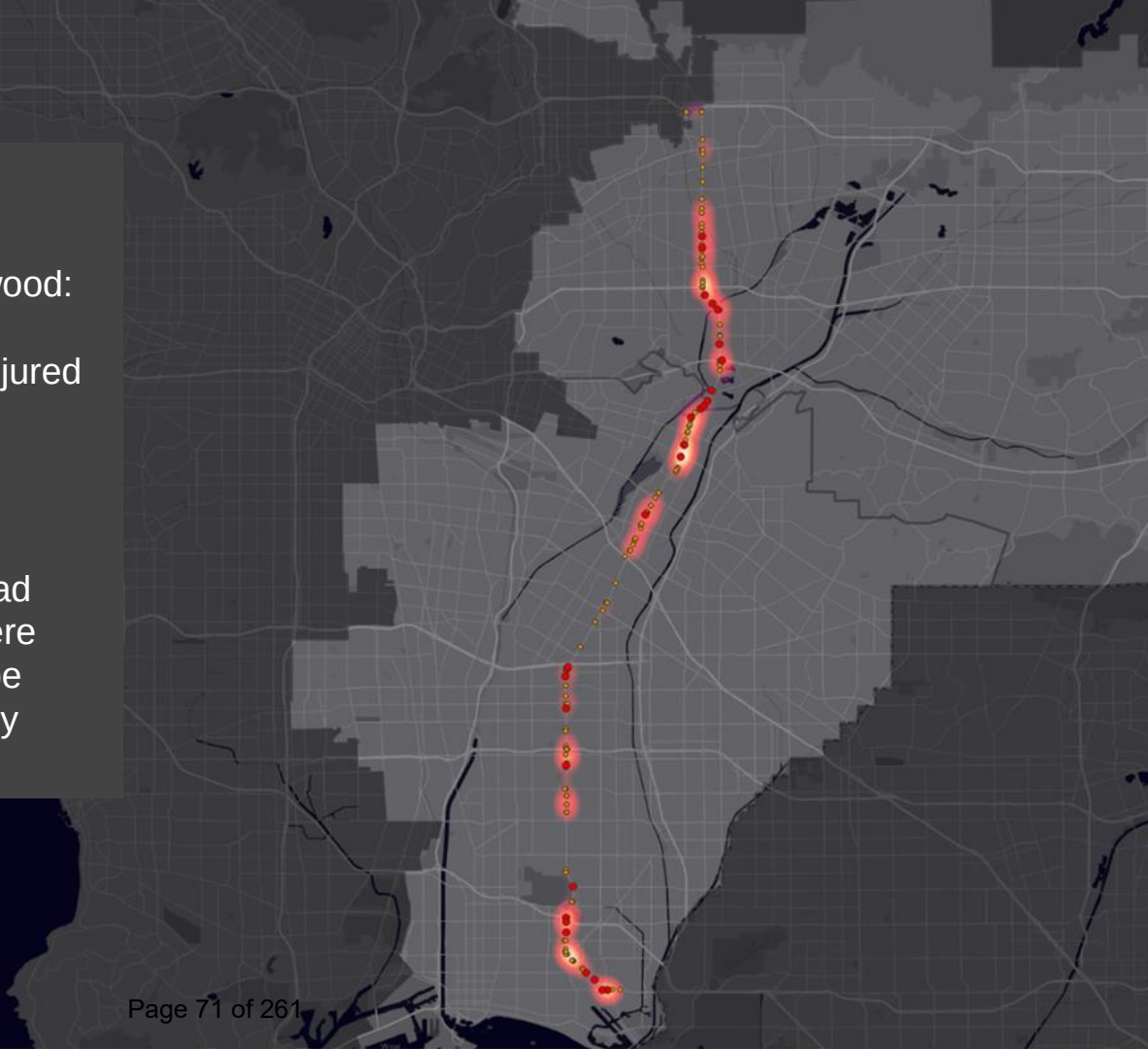
Vision Zero

In the last 5 years on Rosemead/Lakewood:

- 29 people have been killed
- 166 people have been severely injured

Pedestrians are disproportionately represented, making up 12 deaths.

Long Beach, Pico Rivera, and Rosemead have the highest concentrations of severe crashes along the corridor and should be prioritized for active transportation safety improvements.

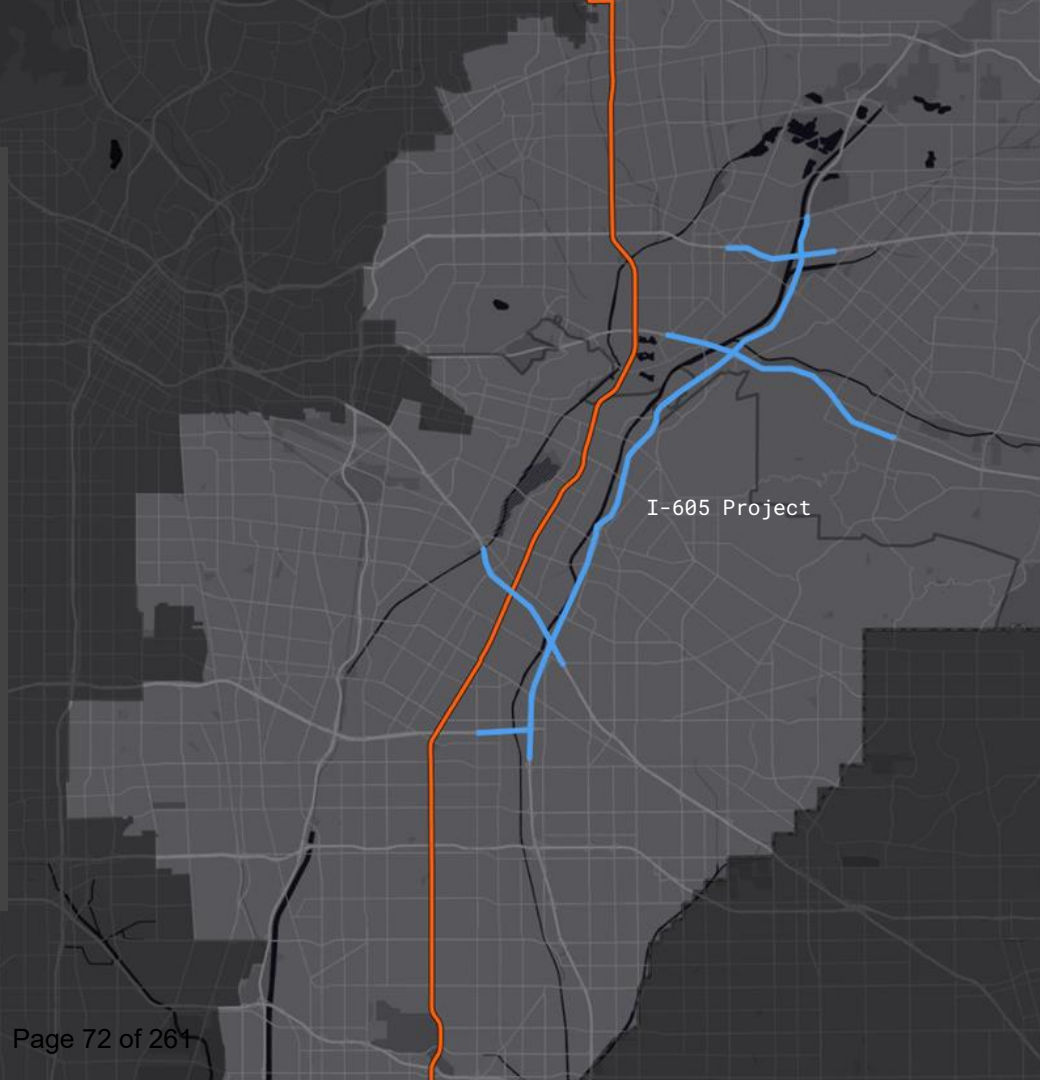


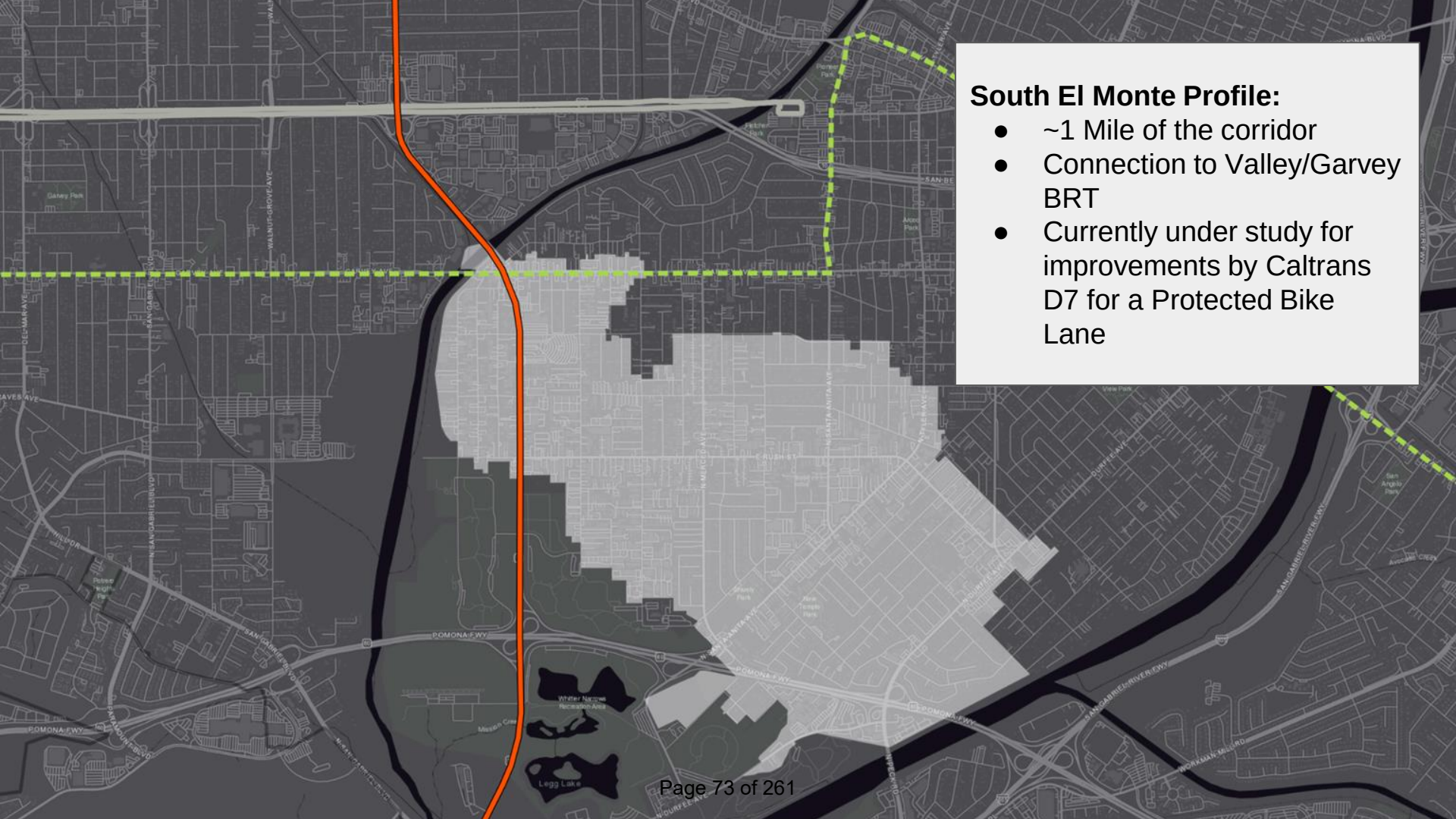
I-605 Project

Metro is currently studying widening a section of the 605 freeway that parallels around 50% of the Hill to Sea Corridor.

While some safety improvements are needed, any funds dedicated for widening could instead be used for capacity improvements along Rosemead/Lakewood.

Additionaly 605 project will need to mitigate VMT increases which creates an opportunity for transit and/or active transportation funding for Hill to Sea.

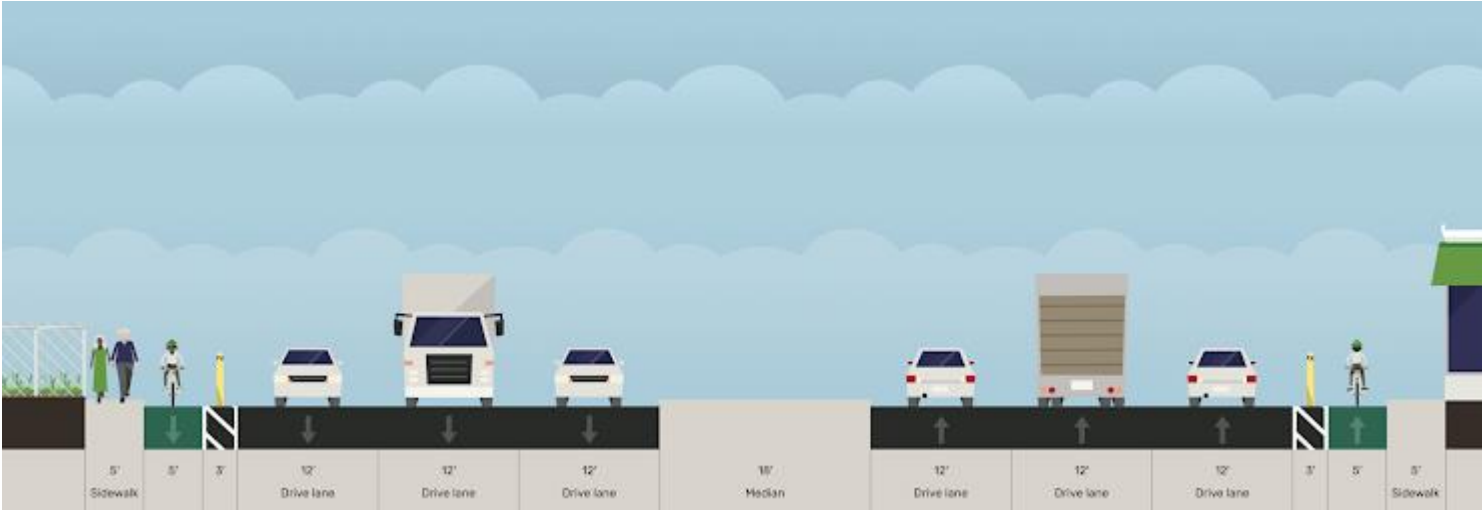




South El Monte Profile:

- ~1 Mile of the corridor
- Connection to Valley/Garvey BRT
- Currently under study for improvements by Caltrans D7 for a Protected Bike Lane

South El Monte Rosemead Blvd Near Term Improvements



South El Monte Rosemead

Long Term Suggested Improvements





hilltosea.com

Lakewood Center



City Council Agenda Report

Agenda Item No. 7.a.

DATE: September 24, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Sabrina Muhne, Interim City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF SEPTEMBER 10, 2024

SUMMARY: Staff is requesting approval of Minutes for the September 10, 2024, Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the September 10, 2024, Regular City Council Meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DRAFT Reg CC Mtg Minutes 9-10-24

CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
Tuesday, September 10, 2024 - 6:00 PM
1415 Santa Anita Avenue, South El Monte, California 91733

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

1. ROLL CALL

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

ABSENT: Councilmember(s): None

STAFF PRESENT: Rene Salas, City Manager; Anthony R. Taylor, City Attorney; Sabrina Muhne, Interim City Clerk; Masami Higa, Director of Finance; Guillermo Arreola, Director of Community Development; Ariana De La Cruz, Director of Community Services; Iyob Tessema, Director of Human Resources & Risk Management; John Poehler, Director of Public Works (via Zoom); and Robert Molina, Interim Deputy City Clerk.

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

2. PLEDGE OF ALLEGIANCE – Mayor Pro Tem Bojorquez led the Pledge of Allegiance.

3. INVOCATION – Mayor Olmos offered the invocation.

4. PRESENTATIONS

4.a. Mayor and City Council presented a Proclamation proclaiming National Senior Center Month to the Senior Services staff.

4.b. Mayor and City Council presented Certificates of Completion to South El Monte High School Interns for successfully completing the South El Monte Internship Program.

4.c. Mayor and City Council presented Certificates of Recognition to South El Monte Library Student Volunteers for their Contributions to the South El Monte Community.

Edith Gonzalez, Director of District Operations for Los Angeles County Supervisor Hilda L. Solis, presented Certificates of Recognition to the South El Monte Library Student Volunteers on behalf of Supervisor Solis.

PRESENTATIONS (CONTINUED)

- 4.d. Mayor and City Council presented a plaque recognizing Mrs. Sonia Ayala, 2024/2025 El Monte Union High School District, as Teacher of the Year from South El Monte High School.
- 4.e. Mayor and City Council presented plaques of appreciation to Transtech Engineers, Inc. and Spiritt Family Services for their Sponsorship of the Healthy South El Monte Produce Stand at the 2024 Night Markets.
- 4.f. Dr. Julia Ruedas, Senior Program Manager & Policy Analyst, LAC+USC Medical Center Foundation, provided a presentation on Reducing Youth Access to Tobacco Products.

Supplemental material was received via email by Keck School of Medicine of USC in support of Dr. Rueda's presentation, which was provided to Mayor and City Council, and made publicly available.

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

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

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

6. PUBLIC COMMENT – None

Mayor Olmos opened public comment.

- 1. Edith Gonzalez, Director of District Operations for Los Angeles County Supervisor Hilda L. Solis, recognized that there is a movement in South El Monte through the Healthy South El Monte Leadership Council and expressed recognition and thanks for staff that worked with the community and have pursued State grants. She presented Certificates of Recognition on behalf of Supervisor Solis to the Wellness Center, Spiritt Family Services, TransTech Engineers, Inc., CultivaLA Farm, and to the Mayor, City Council, and City.
- 2. Angela Llerenas, SCIU 721 Union Steward, requested bargaining support, and expressed concern on the agency's wages and SEACCA employees' cost of living within the communities they serve.

There being no further public comment, Mayor Olmos closed public comment.

7. CONSENT CALENDAR

Motion by Councilmember Acosta, seconded by Councilmember Delgado, to approve the Consent Calendar. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None

- 7.a. Approved the Minutes for the July 30, 2024, Adjourned Regular City Council Meeting.
- 7.b. Approved the Minutes for the August 7, 2024, Special City Council Meeting.
- 7.c. Authorized payment of City expenditures for the period of July 24, 2024, through September 10, 2024, totaling \$2,473,945.54.
- 7.d. Approved the 2024 "Christmas Wish Toy Giveaway" donation letter, authorization to include the City Councilmembers' signatures, and distribution of the donation letters to the South El Monte business community.
- 7.e. Adopted Resolution No. 24-212, adopting and approving the Workplace Violence Prevention Policy.
- 7.f. Adopted Resolution No. 24-213, approving the MOU between the City of South El Monte and SEMEA.
- 7.g. Adopted Resolution No. 24-214, approving the MOU between the City of South El Monte and SEMEMTA.
- 7.h. Adopted Resolution No. 24-215, accepting the completion of the Mechanical Energy Efficiency Upgrades, authorized City Clerk to send the Notice of Completion for recordation to the Los Angeles County Recorder's Office, and release retention accordingly.
- 7.i. Adopted Resolution No. 24-216, accepting the completion for the Community Center and Mini Center Parking Lot Improvements Project, authorized City Clerk to send the Notice of Completion for recordation to the Los Angeles County Recorder's Office, release retention accordingly.
- 7.j. Adopted Resolution No. 24-217 to approve Transfer Agreement No. 2024MP76 for the Safe Clean Water Program with the Los Angeles County Flood Control District to receive annual SCW Program funding for water quality projects and programs, authorized the City Manager or designee to negotiate and execute the agreement.

CONSENT CALENDAR (CONTINUED)

- 7.k. Adopted Resolution No. 24-218 to approve submittal of the City Service Request to the County of Los Angeles, including the project cost share of \$86,200, to program \$86,200 from the City's Proposition C Local Return funds to cover the City's cost share, and authorized the City Manager or designee to negotiate and execute the agreement.
- 7.l. Adopted and approved the plans and specifications for the FY 24-25 Pavement Rehabilitation Project, adopted and approved Resolution No. 24-219, awarding the FY 24-25 Pavement Rehabilitation Project contract to the lowest responsible bidder in an amount of \$1,953,040.00 to Gentry Brothers Inc. and authorize the City Manager to execute the contract, and authorized 10% of the total contract amount as contingency allowance to be used if necessary for unforeseen conditions at the City Manager's discretion.
- 7.m. Adopted Resolution No. 24-220, awarding a Public Works Agreement to Southern California Precision Concrete, Inc. dba Precision Concrete Cutting for Trip Hazard Removal Services, and authorized the City Manager or designee to negotiate and execute the agreement.

8. PUBLIC HEARINGS – None

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-221, AMENDING THE FISCAL YEAR (FY) 2024-25 BUDGET

Mayor Olmos introduced Masami Higa, Director of Finance, who presented a report.

Motion by Councilmember Angel, seconded by Councilmember Delgado, to adopt Resolution No. 24-221, amending the City's FY 2024-25 budget. Motion passed 5-0, by the following vote:

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

9.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-222, APPROVING AWARD OF PROFESSIONAL SERVICES AGREEMENT (PSA) TO SCI CONSULTING GROUP FOR CANNABIS CONSULTING SERVICES

Mayor Olmos introduced Rene Salas, City Manager, who introduced Guillermo Arreola, Director of Community Development, who presented a report.

Motion by Councilmember Acosta, seconded by Councilmember Delgado, to adopt Resolution No. 24-222, awarding PSA to SCI Consulting Group for cannabis

consulting services, in an amount not to exceed \$91,000, to authorize the City Manager or his designee to negotiate and execute the agreement. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta announced he attended the following: Summer Night Markets, Epiphany Lutheran School's First Day of School, An Evening with a Deputy, the Masquerade Senior Prom, Assemblymember Lisa Calderon's Legislative Update, and the California Contract Cities Fall Educational Summit, and National Night Out.

Mayor Pro Tem Bojorquez announced he attended the following: Summer Night Markets, An Evening with a Deputy, the Valle Lindo School District's First Day of School, and National Night Out.

Councilmember Delgado announced he attended the following: An Evening with a Deputy, Summer Night Markets, the Valle Lindo School District's First Day of School, and National Night Out.

Councilmember Angel announced he attended the following: Summer Night Markets, the Grandparent's Day Health Fair & Luncheon, the Valle Lindo School District's First Day of School, and Assemblymember Lisa Calderon's Legislative Update, a luncheon with the High School Interns, National Night Out, and the California Contract Cities Fall Educational Summit

Mayor Olmos announced she attended the following: a luncheon with the High School Interns, National Night Out, the 75th Anniversary of Vons Employees' Certified Federal Credit Union in El Monte, the Community Services Commission Meeting, Summer Night Markets, meetings with local businesses regarding possible subcommittee, the Masquerade Senior Prom, the Valle Lindo School District's 1st Day of School, funeral services for resident Lydia Diaz, the swearing in of officers for the Seniors Club Latino del Sur El Monte, the Grandparent's Day Health Fair & Luncheon, Assemblymember Lisa Calderon's Legislative Update, Healthy EM/SEM Meeting, and the California Contract Cities Fall Educational Summit.

11. CORRESPONDENCE – None

12. COUNCILMEMBERS' AGENDA

12.a. Mayor Pro Tem Rudy Bojorquez

1. Discussion to implement new procedures for all commissioners to immediately sign an affidavit under penalty of perjury stating they physically

reside in South El Monte and immediate termination of commissioners for non-compliance.

Mayor Pro Tem Bojorquez presented his item and summarized concerns raised regarding a commissioner's residency status and the council's support to remove this commissioner if residency status was confirmed as invalid.

Discussion ensued among the City Council on the topics of: immediately having all current commissioners sign an affidavit under penalty of perjury, providing a timeline of one week from affidavit being drafted and distributed to sign affidavit, clarification on the findings of a commissioner's residency status, due process, adding declaration under penalty of perjury to all commissioner applications, employment information and background checks, the process required to remove noncompliant commissioners, the legal definition of physical residency status and drafting that definition, concern over potentially singling out individuals, prior experiences with residency status issues of a former councilmember and former commissioners, the public's view of our commissioners, potential lawsuits, immediate removal of a commissioner, fairness, and due diligence that all commissioners are following the same rules of providing proof of residency.

Motion by Councilmember Bojorquez, seconded by Councilmember Delgado, to immediately remove a commissioner who is not residing within the City of South El Monte. Motion failed 2-2-1, by the following vote:

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

Councilmember Angel requested to change his vote.

Motion reintroduced by Councilmember Bojorquez, seconded by Councilmember Delgado, to immediately remove a commissioner who is not residing in the City of South El Monte. Motion failed 2-3-0, by the following vote:

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

Mayor Pro Tem Bojorquez requested discussion on the process moving forward.

After discussion and common consent, Mayor and City Council approved for staff to draft an affidavit including a definition of physical residence, a requirement for commissioners to provide a Driver's License and utility bills, and that all commissioners sign the affidavit within one week of affidavit finalization and distribution.

12.b. Councilmember Hector Delgado

1. Recognition of Mrs. Sonia Ayala, 2024/2025 El Monte Union High School District Teacher of the Year from South El Monte High School.

This item was skipped due to being heard earlier under Presentations Item 4.d.

13. CLOSED SESSION

At 8:24 p.m. Anthony R. Taylor, City Attorney, recessed Council into closed session.

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

Pursuant to Government Code Section 54956.9(d)(2) - Four Cases

At 9:31 p.m. Mayor Olmos reconvened the meeting with all Councilmembers present.

Anthony R. Taylor, City Attorney, announced City Council discussed Item 13.a., no reportable action.

14. ADJOURNMENT

There being no further business coming before this body, at 9:31 p.m. Mayor Olmos adjourned the meeting in honor of Ms. Donna Simpson, Executive Vice President, Chief Operating Officer of Certified Federal Credit Union, and former South El Monte/El Monte Chamber of Commerce member, to a Regular City Council Meeting on Tuesday, September 24, 2024, at 6:00 p.m.

Sabrina Muhne, Interim City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

Agenda Item No. 7.b.

DATE: September 24, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Director of Finance

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-223, APPROVING WARRANTS FOR THE PERIOD OF SEPTEMBER 11, 2024, THROUGH SEPTEMBER 24, 2024

SUMMARY: Authorizing payment of City expenditures for the period of September 11, 2024, through September 24, 2024, totaling \$2,386,159.42.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 24-223, authorizing payment of City expenditures.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 24-223
- B. Expense Approval Report 09.24.24

ATTACHMENT A

RESOLUTION NO. 24-223

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE
PERIOD OF SEPTEMBER 11, 2024, THROUGH SEPTEMBER
24, 2024, TOTALING \$2,386,159.42.

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

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

Finance Director

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

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 24/25	Electronic Warrants	09/11/24-09/24/24	DFT0002076-2122	\$282,061.28
FY 24/25	Regular Warrants	09/11/24-09/24/24	15059-15138	\$1,930,824.01
Payroll	Check	PPE 08/31/24	1913-1919	\$5,440.04
Payroll	Direct Deposit	PPE 08/31/24	7739-7859	\$167,516.41
Payroll	Manual Check	PPE 08/31/24	1920-1921	\$317.68

TOTAL EXPENDITURES RESOLUTION NO. 24-223, \$2,386,159.42

PASSED, APPROVED, AND ADOPTED this 24th day of September 2024.

Gloria Olmos, Mayor

ATTEST:

Sabrina Muhne, Interim City Clerk

Attachment: Exhibit A – Expense Report

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

I, Sabrina Muhne, Interim City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-223, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 24th day of September 2024, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sabrina Muhne, Interim City Clerk



South El Monte, CA

ATTACHMENT B

Warrant Register Council Meeting 09/24/24

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0170.1020.5910	ANDRES GONZALEZ	15059	09/05/2024	SEPT'24 PWX CONF/ ATLANTA PER DIEM CORRECTION	56.00
01.0100.1050.5938	BRIANNA BADAR	15060	09/05/2024	SUMMER 24 EDUCATION REIMBURSEMENT	1,660.96
01.0151.1543.5952	JEFFREY CHEN	15061	09/05/2024	9/5/23 NIGHT MARKET BOXING SHOW/ DOCTOR SVCS	950.00
01.0150.1520.5430	NORMA RODRIGUEZ ORTIZ	15062	09/05/2024	8/15/24 FOLKLORICO SOCIAL GROUP INSTRUCTOR	225.00
01.0100.1020.5912	SGV CITY MANAGERS' ASSOCIATION	15063	09/05/2024	SEPT'24 SGV BOARD MEETING	40.00
01.0140.1430.5910	SGV CITY MANAGERS' ASSOCIATION	15063	09/05/2024	SEPT'24 SGV BOARD MEETING	40.00
68.0000.0000.2510	GENTRY BROTHERS INC	15064	09/10/2024	JULY'24 CON/MER GRNW #407 RETENTION	(56,724.00)
68.0900.9000.5968	GENTRY BROTHERS INC	15064	09/10/2024	JULY'24 CON/MER GRNW #407	178,000.00
68.0900.9000.5968	GENTRY BROTHERS INC	15064	09/10/2024	JULY'24 CON/MER GRNW #407	30,000.00
68.0900.9000.5968	GENTRY BROTHERS INC	15064	09/10/2024	JULY'24 CON/MER GRNW #407	196,112.90
68.0900.9000.5968	GENTRY BROTHERS INC	15064	09/10/2024	JULY'24 CON/MER GRNW #407	389,460.23
68.0900.9000.5968	GENTRY BROTHERS INC	15064	09/10/2024	JULY'24 CON/MER GRNW #407	340,906.80
01.0000.0000.2224	STANDARD INSURANCE	15065	09/10/2024	SEPT'24 LIFE AD&D & SUPPLEMENTAL	407.66
01.0000.0000.2225	STANDARD INSURANCE	15066	09/10/2024	AUG'24 LIFE AD&D	6,187.05
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	15067	09/10/2024	A.R GARNISHMENT PPE 8/31/24	8.15
01.0151.1542.5499	BEN LIRA	15068	09/12/2024	BOXING EQUIPMENT	39.70
01.0140.1430.5910	GERARDO MARQUEZ	15069	09/12/2024	SEPT'24 ICSC CONF/ PER DIEM	280.00
01.0140.1430.5910	GUILLERMO ARREOLA	15070	09/12/2024	SEPT'24 ICSC CONF/ PER DIEM	280.00
68.0900.9000.6025	CALIFORNIA DEPARTMENT OF CONSERVATION C/O CA GEOLOGICAL SURVEY	15071	09/17/2024	NTP ASSESSMENT OF GEO HAZARD RPT #252	4,800.00
01.0160.1620.6025	SUPERIOR PAVING COMPANY, INC	15072	09/17/2024	MCTR/CCTR-PRK'G LOT IMPROV PJTS RET RELEASE	14,048.70
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	15073	09/18/2024	AUG'24 GENERAL	2,100.00
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	15073	09/18/2024	AUG'24 SPECIAL PJTS	1,247.00
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	15073	09/18/2024	JULY'24 LITIGATION	7,820.10
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	15073	09/18/2024	JULY'24 PERSONNEL	7,538.60
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	15073	09/18/2024	AUG'24 PLANNING	2,710.25
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	15073	09/18/2024	AUG'24 P.W ENGINEERING	9,165.00
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	15073	09/18/2024	AUG'24 FINANCE	5,477.80
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	15073	09/18/2024	AUG'24 CODE ENFORCEMENT	2,749.20
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	15073	09/18/2024	AUG'24 HOUSING	8,073.20
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	15073	09/18/2024	AUG'24 ADDITIONAL SVCS	406.00
01.0151.1543.5952	ALLIANT INSURANCE SERVICES	15074	09/18/2024	NIGHT MARKET SPECIAL EVENT INSURANCE	463.00
01.0000.0000.4560	ALMA VALADEZ	15075	09/18/2024	SWIM LESSONS SESSION 6 DISCOUNT RFND	10.00
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	15076	09/18/2024	CRAFT SUPPLIES	97.17
06.0300.3010.5430	AMAZON CAPITAL SERVICES, INC	15076	09/18/2024	HAIR NETS/ VOLUNTEERS NUTR PRGM	79.92
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	15076	09/18/2024	RETURN ITEMS CREDIT	(211.67)
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	15076	09/18/2024	GRANDPARENTS DAY PLACEMATS	56.19
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	15076	09/18/2024	DEPT SUPPLIES	8.35
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	15076	09/18/2024	DEPT SUPPLIES	55.11
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	15076	09/18/2024	FANS/ FRONT LOBBY & STAGE	144.39
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	15076	09/18/2024	CRAFT SUPPLIES	101.32
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	15076	09/18/2024	TONER INK	493.88
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	15076	09/18/2024	GRANDPARENTS DECORATIONS	153.09
01.0130.1330.5406	AMAZON CAPITAL SERVICES, INC	15076	09/18/2024	MICROSOFT SURFACR PRO	771.74
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	15076	09/18/2024	MEX INDEPENDENCE DAY DECORATIONS	38.36
01.0170.1520.5914	AREA D	15077	09/18/2024	FY 24/25 RESIDENTIAL POPULATION DUES	1,277.76
01.0000.0000.4560	BAOMEI CHEN	15078	09/18/2024	SESSION 6 SWIM LESSONS SIB DISCOUNT RFND	30.00
01.0000.0000.4560	BING ZHANG	15079	09/18/2024	SWIM LESSONS SESSION 6 SIB DISCOUNT RFND	15.00

01.0000.0000.4560	BING ZHANG	15079	09/18/2024	SESSION 6 SWIM LESSONS SIB DISCOUNT RFND	15.00
01.0000.0000.4554	BLANCA ORTIZ	15080	09/18/2024	MVD RESERVATION REFUND (CANCELLED)	50.00
01.0151.1542.5952	BROTHERS AWARDS & TROPHIES	15081	09/18/2024	BOXING SHOW TROPHIES	1,056.00
01.0151.1542.5952	BROTHERS AWARDS & TROPHIES	15081	09/18/2024	APPRECIATION PLAQUES FOR SPONSORS	88.00
01.0151.1541.5499	BSN SPORTS LLC	15082	09/18/2024	YOUTH BBALL EQUIPMENT	88.29
01.0160.1620.5520	BUTLER CHEMICALS, INC.	15083	09/18/2024	SANITIZER TEMP ADJUSTMENT MTNC	118.63
01.0100.1050.5936	CONCENTRA	15084	09/18/2024	8/10/24 NEW HIRE PHYSICAL	245.00
01.0000.0000.4554	CRYSTAL ZAMUDIO	15085	09/18/2024	9/7/24 MVD CR DAMAGE DEPOSIT RFND	50.00
01.0000.0000.4560	DANIEL GARCIA	15086	09/18/2024	SESSION 6 SWIM LESSONS SIB DISCOUNT RFND	10.00
01.0000.0000.4560	DANIEL PRIETO	15087	09/18/2024	SESSION 6 SWIM LESSONS SIB DISCOUNT RFND	10.00
01.0160.1610.5520	DDC ELECTRIC SUPPLY, INC.	15088	09/18/2024	WATER FOUTAIN REPAIR CCTR	39.65
01.0100.1050.5934	DEPT. OF JUSTICE-ACCOUNTING OFFICE	15089	09/18/2024	JULY'24 FINGERPRINTS	96.00
01.0000.0000.4560	DIEM HUYNH	15090	09/18/2024	SESSION 6 SWIM LESSONS SIB DISCOUNT RFND	10.00
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	15091	09/18/2024	MILK/ CI NUTR PRGM	347.98
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	15091	09/18/2024	MILK/ CII NUTR PRGM	38.66
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	15091	09/18/2024	MILK/ CI NUTR PRGM	280.32
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	15091	09/18/2024	MILK/ CII NUTR PRGM	31.14
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	15091	09/18/2024	MILK/ CI NUTR PRGM	111.16
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	15091	09/18/2024	MILK/ CII NUTR PRGM	12.35
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	15091	09/18/2024	MILK/ CI NUTR PRGM	230.46
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	15091	09/18/2024	MILK/ CII NUTR PRGM	25.60
01.0000.0000.4560	ELIDIA MEDRANO	15092	09/18/2024	SESSION 6 SWIM LESSONS SIB DISCOUNT RFND	15.00
41.0810.8110.6025	EWING IRRIGATION	15093	09/18/2024	THEINES GATEWAY REPAIRS	1,265.69
41.0810.8110.6025	EWING IRRIGATION	15093	09/18/2024	THEINES GATEWAY IMPROVEMENT	81.97
01.0160.1670.5520	EWING IRRIGATION	15093	09/18/2024	IRR REPAIR MVD	72.84
01.0151.1543.5952	EXPLORER-1 AMBULANCE & MEDICAL SERVICES	15094	09/18/2024	9/5/24 NIGHT MARKET/ BOXING SHOW AMBULANCE	1,800.00
01.0000.0000.4560	FAVY XILOJ	15095	09/18/2024	SESSION 6 SWIM LESSONS SIB DISCOUNT RFND	30.00
01.0150.1510.5204	GERARDO DIAZ	15096	09/18/2024	SEPT'24 COMM SVCS COMMISSION M	100.00
01.0100.1020.5215	GOVERNMENT STAFFING SERVICES, INC.	15097	09/18/2024	8/26-9/5/24 MUNI TEMP SVCS/ RECEPTIONIST	3,010.00
01.0100.1020.5215	GOVERNMENT STAFFING SERVICES, INC.	15097	09/18/2024	8/26-9/5/24 MUNI TEMP SVCS/ ADMIN ASSISTANT	3,010.00
01.0160.1640.5425	HASA INC.	15098	09/18/2024	9/4 CHEMICAL DELIVERY	906.27
01.0150.1510.5204	HORTENCIA VASQUEZ	15099	09/18/2024	SEPT'24 COMM SVCS COMMISSION MTG	100.00
06.0300.3010.5215	HUNTINGTON CULINARY	15100	09/18/2024	8/19-8/24/24 MEALS/ CI NUTR PRGM	5,491.25
06.0300.3010.5440	HUNTINGTON CULINARY	15100	09/18/2024	8/24/24 SUMMER NUTRITION PRGM	911.25
06.0300.3020.5215	HUNTINGTON CULINARY	15100	09/18/2024	8/19-8/24/24 MEALS/ CII NUTR PRGM	635.25
06.0300.3010.5215	HUNTINGTON CULINARY	15100	09/18/2024	8/26-8/31/24 MEALS/ CI NUTR PRGM	5,606.25
06.0300.3010.5440	HUNTINGTON CULINARY	15100	09/18/2024	8/31/24 SATURDAY MEALS	1,170.00
06.0300.3020.5215	HUNTINGTON CULINARY	15100	09/18/2024	8/26-8/31/24 MEALS/ CII NUTR PRGM	635.25
06.0300.3010.5215	HUNTINGTON CULINARY	15100	09/18/2024	9/3-9/6/24 MEALS/ CI NUTR PRGM	5,376.25
06.0300.3020.5215	HUNTINGTON CULINARY	15100	09/18/2024	9/3-9/6/24 MEALS/ CII NUTR PRGM	484.00
01.0150.1510.5204	ISRAEL ALACIO	15101	09/18/2024	SEPT'24 COMM SVCS COMMISSION MTG	100.00
01.0000.0000.4560	JASMINE CHAVEZ	15102	09/18/2024	SESSION 6 SWIM LESSONS SIB DISCOUNT RFND	10.00
01.0000.0000.4554	JENNY LY	15103	09/18/2024	8/31/24 MVD GAZEBO DAMAGE DEPOSIT RFND	50.00
40.0900.9000.5968	KIMLEY-HORN AND ASSOCIATES, INC.	15104	09/18/2024	JUL'24 PE PHASE HSIP CY 11#607	9,017.54
45.0900.9000.5968	KIMLEY-HORN AND ASSOCIATES, INC.	15104	09/18/2024	JUL'24 PE PHASE HSIP CY 11#607	1,001.95
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	15105	09/18/2024	AUGUST'24 LAW ENFORCEMENT CONTRACT SERVICES	475,596.99
01.0110.1110.5610	L.A. COUNTY SHERIFF'S DEPT.	15105	09/18/2024	AUGUST'24 LIABILITY INSURANCE	59,449.62
01.0150.1540.5956	LAB1419	15106	09/18/2024	REC POLO UNIFORMS	91.69
44.0800.8010.5956	LAB1419	15106	09/18/2024	DRIVER UNIFORMS	429.09
01.0150.1540.5956	LAB1419	15106	09/18/2024	STAFF UNIFORMS	2,313.05
01.0000.0000.4554	LESLIE ARGUMEDO	15107	09/18/2024	9/15/24 MVD RESERVATION DAMAGE DEPOSIT RFND	50.00
01.0100.1030.5215	MANDELL MUNICIPAL COUNSELING	15108	09/18/2024	AUG'24 LEGAL SVCS	7,371.31
01.0000.0000.4560	MARC OVERTON	15109	09/18/2024	SESSION 6 SWIM LESSONS SIB DISCOUNT RFND	15.00
01.0000.0000.4560	MATEA SONTAY	15110	09/18/2024	SESSION 6 SWIM LESSONS SIB DISCOUNT RFND	10.00
01.0000.0000.4554	MELISSA OLIVA	15111	09/18/2024	9/14/24 MVD RESERVATION DAMAGE DEPOSIT RFND	50.00
01.0000.0000.4554	MILDRED RODRIGUEZ	15112	09/18/2024	9/8/24 MVD CR DAMAGE DEPOSIT RFND	50.00

01.0130.1330.5215	MODERN IT, INC	15113	09/18/2024	SEPT'24 OFFICE 365	5,448.53
01.0130.1330.5215	MODERN IT, INC	15113	09/18/2024	SEPT'24 MANAGED SVCS	13,530.00
01.0130.1330.5215	MODERN IT, INC	15113	09/18/2024	DEVICE SET UPS AUTO PILOT	4,900.00
01.0000.0000.4560	NANCY RIVERA	15114	09/18/2024	SESSION 6 SWIM LESSONS SIB DISCOUNT RFND	10.00
01.0151.1543.5952	PACIFIC COAST RACING TIMING	15115	09/18/2024	5K TURKEY DASH TIMING SYSTEM DEPOSIT	1,699.00
01.0000.0000.4769	PETER THONG	15116	09/18/2024	MINI CENTER REFUND AUG/SEP'24	90.00
01.0140.7020.5215	PHOENIX GROUP INFORMATION SYSTEMS	15117	09/18/2024	JULY'24 ADMIN CITE SVCS	167.60
01.0170.1100.5215	PHOENIX GROUP INFORMATION SYSTEMS	15117	09/18/2024	JULY'24 PARKING CITE SVCS	3,559.23
01.0000.0000.4560	PRIMO MONTERO	15118	09/18/2024	SESSION 6 SWIM LESSONS SIB DISCOUNT RFND	10.00
01.0000.0000.4560	QIONG CHEN	15119	09/18/2024	SESSION 6 SWIM LESSONS SIB DISCOUNT RFND	10.00
01.0130.1330.5950	QUADIENT LEASING USA, INC.	15120	09/18/2024	OCT'24-JAN'25 QUARTERLY LEASE	961.16
01.0160.1610.5520	QUENCH USA, INC.	15121	09/18/2024	SEPT'24 DRINKING WATER / CCTR	38.59
44.0800.8010.5982	REGIONAL TAP SERVICE CENTER	15122	09/18/2024	AUG'24 BUS PASSES	72.64
01.0100.1050.5934	ROXANA TADEO	15123	09/18/2024	JUNE'24 LIVESCAN SVCS	275.00
01.0000.0000.4250	RUTH ARELLANO	15124	09/18/2024	RES-ADD-23-004/ INCORRECT PLAN CHECK FEE RFND	250.00
01.0000.0000.4250	RUTH ARELLANO	15124	09/18/2024	RES-ADD-23-004/ INCORRECT PLAN CHECK FEE RFND	8.00
70.0900.9020.5215	SAN GABRIEL VALLEY COUNCIL OF GOVTS	15125	09/18/2024	FY 24/25 ADMIN SHARE COST CIMP/WMP	17,250.00
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	15126	09/18/2024	7/29 & 8/5/24 BIDS NOTICE PVMT REHAB PJT	1,409.64
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	15126	09/18/2024	8/9/24 NOTICE OF PH CUP 23-06	344.51
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	15126	09/18/2024	8/9/24 NOTICE OF PH CUP 24-04	387.32
01.0000.0000.4560	SANDRA GUERRERO	15127	09/18/2024	SWIM LESSONS SESSION 6 DISCOUNT RFND	10.00
01.0000.0000.4769	SHARON A. KELLY	15128	09/18/2024	MCTR REFUND NO PROGRAM FEE	55.00
41.0810.8110.6025	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15129	09/18/2024	GRATE & DRAIN BOX THEINES GATEWAY	2,743.02
41.0810.8110.6025	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15129	09/18/2024	THEINES GATEWAY DRAIN SUPPLIES	273.92
41.0810.8110.6025	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15129	09/18/2024	THEINES GATEWAY REPAIR	45.45
41.0810.8110.6025	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15129	09/18/2024	SLEDGE HAMMER & COUPLING THEINES GATEWAY	127.01
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15129	09/18/2024	1903 CONCRETE REPAIR	33.74
41.0810.8110.6025	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15129	09/18/2024	RECRUSHED ROCK/THEINES PJT	81.98
02.0170.1760.5962	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15129	09/18/2024	CEMENT SMALL TOOLS	144.26
01.0170.1100.5215	SUPERIOR COURT OF CA, COUNTY OF LA	15130	09/18/2024	JULY'24 CITATION REVENUE	5,568.50
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	15131	09/18/2024	BREAD & TORTILLAS/ CI NUTR PRGM	96.91
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	15131	09/18/2024	BREAD & TORTILLAS/ CII NUTR PRGM	10.76
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	15131	09/18/2024	RANCH ROLLS/ GRANDPARENTS DAY	31.92
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	15131	09/18/2024	BREAD & TORTILLAS/ CI NUTR PRGM	87.53
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	15131	09/18/2024	BREAD & TORTILLAS/ CII NUTR PRGM	9.72
01.0150.1540.5431	SUPERIOR WAREHOUSE GROCERS	15131	09/18/2024	BABY LAB SUPPLIES	30.55
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	15132	09/18/2024	JULY'24 PUBLIC OUTREACH #140	30,415.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	15132	09/18/2024	JULY'24 PJT MGMT #140	1,273.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	15132	09/18/2024	JULY'24 PJT MGMT #110	1,896.25
68.0900.9000.6025	TRANSTECH ENGINEERING, INC.	15132	09/18/2024	JULY'24 PJT MGMT #252	370.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	15132	09/18/2024	JULY'24 PE PROF SVCS #607	1,710.00
68.0900.9000.6025	TRANSTECH ENGINEERING, INC.	15132	09/18/2024	JULY'24 PJT MGMT #252	362.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	15132	09/18/2024	JULY'24 PROF SVCS #295	8,445.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	15132	09/18/2024	JULY'24 ENGINEER SVCS/ CCTR FR #636	145.00
07.0900.9000.5968	TRANSTECH ENGINEERING, INC.	15132	09/18/2024	JULY'24 ENGINEER SVCS/ CW REHAB #640	31,385.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	15132	09/18/2024	JULY'24 ENGINEERING SVCS #296	4,230.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	15132	09/18/2024	JULY'24 SEWER RATE UPDATE	370.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	15132	09/18/2024	JULY'24 PROF SVCS/ CCTR-MCTR PARKING	3,595.00
68.0900.9000.6025	TRANSTECH ENGINEERING, INC.	15132	09/18/2024	JULY'24 PROF SVCS/ POOL #252	1,640.00
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	15132	09/18/2024	JULY'24 TRF 11214 RUSH ST	1,425.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	15132	09/18/2024	JULY'24 ENGINEERING SVCS	20,210.00
01.0140.1440.5215	TRANSTECH ENGINEERING, INC.	15132	09/18/2024	JULY'24 PLAN CHECK SVCS	11,169.34
01.0151.1545.5499	TRANSTECH ENGINEERING, INC.	15132	09/18/2024	JULY'24 TRF NIGHT MARKET/ SANTA ANITA	1,690.00
01.0130.1310.5215	TRUSAIC	15133	09/18/2024	OCT'24 ACA MONTHLY	1,061.21
01.0150.1540.5406	TYLER TECHNOLOGIES, INC	15134	09/18/2024	PARKS & REC HARDWARE ANNUAL MTNC	148.87
01.0130.1330.5931	TYLER TECHNOLOGIES, INC	15134	09/18/2024	BLDG PERMIT/ FUTURE STATE SUPPORT	260.00

01.0160.1610.5420	UNISHIELD	15135	09/18/2024	9/3 FIRST AID STOCK	238.30
01.0170.1720.5420	UNISHIELD	15135	09/18/2024	9/3 FIRST AID STOCK	757.19
01.0150.1530.5952	WINNER INTERNATIONAL INC.	15136	09/18/2024	HELIUM REFILL/ SPECIAL EVENTS	352.80
01.0150.1530.5952	WINNER INTERNATIONAL INC.	15136	09/18/2024	MEX INDEPENDENCE DECORATIONS	159.20
01.0150.1530.5952	WINNER INTERNATIONAL INC.	15136	09/18/2024	MEX INDEPENDENCE DECORATIONS	128.44
01.0150.1530.5952	WINNER INTERNATIONAL INC.	15136	09/18/2024	MEX INDEPENDENCE WALL DECORATIONS	23.15
01.0170.1020.5956	WINZER	15137	09/18/2024	PPE GLOVES & GLASSES	492.50
44.0800.8010.5956	YVETTE CORONA	15138	09/18/2024	2024 BOOT ALLOWANCE	188.11
02.0170.1760.5550	ATHENS SERVICES	DFT0002076	08/16/2024	AUG'24 SWEEPER SVCS	7,057.92
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002077	08/30/2024	7/11-8/8/24 2022 N CENTRAL AVE	134.96
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002078	08/20/2024	8/1-9/1/24 1900 CENTRAL AVE	116.31
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002079	08/30/2024	7/11-8/8/24 1556 CENTRAL AVE	472.55
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002080	08/30/2024	7/11-8/8/24 MERCED N/W SANTA ANITA	61.54
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002081	09/04/2024	7/15-8/12/24 2218 ROSEMEAD BLVD	142.21
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002082	08/30/2024	7/11-8/8/24 10452 RUSH ST	107.42
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002083	08/30/2024	7/11-8/8/24 N/E MERCED SANTA ANITA	169.74
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002084	08/30/2024	7/11-8/8/24 1530 CENTRAL AVE	345.86
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002085	08/30/2024	7/11-8/8/24 1900 CENTRAL AVE	195.55
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002086	09/04/2024	7/16-8/13/24 2620 ROSEMEAD BLVD	142.21
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002087	08/30/2024	7/11-8/8/24 2000 SANTA ANITA AVE	74.38
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002088	08/30/2024	7/11-8/8/24 1824 CENTRAL AVE	725.92
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002089	08/30/2024	7/11-8/8/24 1707 N MERCED AVE	140.52
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002090	08/30/2024	7/11-8/8/24 1819 N CENTRAL AVE	312.82
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002091	08/30/2024	7/11-8/8/24 1500 N CENTRAL AVE	1,441.93
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002092	08/30/2024	7/11-8/8/24 1819 N MERCED AVE	294.69
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002093	08/30/2024	7/11-8/8/24 1415 SANTA ANITA AVE	417.47
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002094	09/04/2024	7/15-8/12/24 2004 ROSEMEAD BLVD	24.85
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002095	09/04/2024	7/16-8/13/24 2464 ROSEMEAD BLVD	362.53
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002096	08/30/2024	7/11-8/8/24 1652 TYLER AVE	257.87
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002097	08/30/2024	7/11-8/8/24 N LERMA/MILLET	257.73
01.0170.1730.5705	SO CAL GAS	DFT0002098	08/23/2024	7/15-8/14/24 1900 CENTRAL AVE	36.68
01.0170.1730.5705	SO CAL GAS	DFT0002099	08/23/2024	7/15-8/14/24 1556 CENTRAL AVE	274.29
01.0170.1730.5705	SO CAL GAS	DFT0002100	08/23/2024	7/15-8/14/24 1500 CENTRAL AVE	413.29
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002101	08/28/2024	7/17-8/14/24 1415 SANTA ANITA AVE	2,079.52
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002102	09/03/2024	7/11-8/8/24 1459 SANTA ANITA AVE	523.39
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002103	08/28/2024	7/17-8/14/24 1824 CENTRAL AVE	1,103.16
01.0150.1530.5430	WALMART COMMUNITY/GECRB	DFT0002104	09/03/2024	CRAFT SUPPLIES	208.23
01.0150.1540.5431	WALMART COMMUNITY/GECRB	DFT0002104	09/03/2024	SUMMER CAMP SUPPLIES	159.57
01.0150.1540.5431	WALMART COMMUNITY/GECRB	DFT0002104	09/03/2024	SUMMER CAMP SUPPLIES	238.16
01.0000.0000.2225	AFLAC WORLDWIDE HEADQUARTERS	DFT0002105	09/05/2024	AUG'24 INSURANCE	994.56
01.0000.0000.2250	CALPERS	DFT0002106	09/04/2024	AUG'24 ACTIVE EMPLOYEE	91,353.37
01.0100.1050.5941	CALPERS	DFT0002106	09/04/2024	AUG'24 ADMIN FEE/ RETIRED	20.64
01.0100.1050.5941	CALPERS	DFT0002106	09/04/2024	AUG'24 ADMIN FEE/ ACTIVE	219.25
01.0100.1050.5945	CALPERS	DFT0002106	09/04/2024	AUG'24 EMPLOYER SHARE/ RETIRED	1,413.00
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002107	09/06/2024	RATE PLAN 27216	20,282.54
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002107	09/06/2024	RATE PLAN 685	9,101.41
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002107	09/06/2024	RATE PLAN 23047	1,996.25
01.0000.0000.2260	DELTA DENTAL OF CALIFORNIA	DFT0002108	09/04/2024	SEPT'24 DENTAL INSURANCE	6,816.41
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0002109	09/06/2024	PPE 8/31/24 FEDERAL	19,399.22
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002109	09/06/2024	PPE 8/31/24 MEDICARE	6,929.20
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002109	09/06/2024	PPE 8/31/24 FICA	29,628.92
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0002110	08/30/2024	PPE 8/31/24 FEDERAL FINAL	141.46
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002110	08/30/2024	PPE 8/31/24 MEDICARE FINAL	236.94
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002110	08/30/2024	PPE 8/31/24 FICA FINAL	1,013.18
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002111	09/06/2024	PPE 8/31/24 UI TAX WTHD'G	284.97
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002111	09/06/2024	PPE 8/31/24 TNG WTHD'G	14.24

01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002111	09/06/2024	PPE 8/31/24 STATE WTHD'G	6,914.90
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002112	08/30/2024	PPE 8/31/24 UI TAX WTHD'G FINAL	139.74
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002112	08/30/2024	PPE 8/31/24 TNG WTHD'G FINAL	6.99
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002112	08/30/2024	PPE 8/31/24 STATE WTHD'G FINAL	45.42
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0002113	09/06/2024	CASE 200000002135289	780.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0002113	09/06/2024	CASE 1457313	402.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0002113	09/06/2024	CASE 200000002163990	359.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0002113	09/06/2024	CASE 0980438	150.00
01.0000.0000.2255	VISION SERVICE PLAN	DFT0002114	09/04/2024	SEPT'24 VISION INSURANCE	915.21
01.0000.0000.2224	WASHINGTON NATIONAL INSURANCE CO	DFT0002115	09/04/2024	AUG'24 SUPPLEMENTAL LIFE INSURANCE	2,148.80
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	PUBLICWORKS SUP/TABLETS	17.76
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	JUNE'24 NALEO CONF/ HOTEL CHARGES	952.39
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	JUNE'24 NALEO CONF/ PARKING CHARGES	120.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	FALL EDUCATION SUMMIT/ REGISTRATION	750.00
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	JULY'24 CA CITIES BOARD MEETING	25.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	NALEO CONF/ PARKING CHARGES	18.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	JUNE'24 NALEO CONF/ TRANSPORTATION CHARGES	32.69
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	NALEO CONF/ HOTEL CHARGES	1,220.04
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	ICA CITIES SUMMER SEMINAR/ HOTEL CHARGES	1,850.58
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SUMMER CAMP FIELD TRIP	2,661.66
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	YOUTH PRGM SUPPLIES	383.61
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SPECIAL EVENT SUPPLIES	206.28
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	4TH OF JULY SUPPLIES	172.05
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	4TH OF JULY SUPPLIES	393.38
01.0151.1545.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	NIGHT MARKET SUPPLIES	330.00
01.0151.1545.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	NIGHT MARKET SUPPLIES	59.52
01.0100.1040.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	DRONE REPAIR	71.66
01.0150.1505.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	WOMEN'S COMMISSION CONFERENCE FEE	374.16
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	JUNE'24 SPOTIFY SUBSCRIPTION	16.99
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	MOVIES IN PARK FOOD SUPPLIES	464.86
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SOCIAL MEDIA 4TH OF JULY ADS	59.96
01.0151.1545.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	AUG 8TH CAR SHOW EVENT LISTING	9.00
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	APPLE ICLOUD SUBSCRIPTION	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	APPLE ICLOUD SUBSCRIPTION	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	APPLE ICLOUD SUBSCRIPTION	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	APPLE ICLOUD SUBSCRIPTION	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	APPLE ICLOUD SUBSCRIPTION	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	APPLE ICLOUD SUBSCRIPTION	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	APPLE ICLOUD SUBSCRIPTION	2.99
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	CITY COUNCIL REFRESHMENTS	471.45
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	CITY COUNCIL REFRESHMENTS	358.58
01.0170.1020.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	JULY'24 MTNC SUPERINTENDENTS ASSOC MTG	154.50
01.0170.1740.5962	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SMALL TOOLS	150.99
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	NALEO CONF/ PARKING CHARGES	90.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	NALEO CONF/ TRANSPORTATION CHARGES	20.07
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	NALEO CONF/ HOTEL CHARGES	917.12
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	JUNE'24 NALEO CONF/ TRANSPORTATION CHARGES	33.09
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	JULY'24 ICA SUMMER SEMINAR/ HOTEL CHARGES	2,035.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	NALEO CONF/ TRANSPORTATION CHARGES	30.80
01.0120.1210.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	DEPARTMENT SUPPLIES/ CITY CLERK	39.95
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	ADOBE MONTHLY SUB	9.99
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	AMAZON DEPT SUPPLIES	18.06
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	AMAZON DEPT SUPPLIES	22.04
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SENIOR TRIP TICKETS/ DODGERS STADIUM	2,105.00
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	OXNARD FESTIVAL TICKETS/ SR TRIP	652.93
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	DISPOSABLE PLACEMATS	30.84

01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	FLYER TEMPLATE FOR SR PROM	5.81
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	4TH OF JULY LUNCHEON/ DJ SVCS	400.00
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SENIOR OF THE YEAR PICTURE	20.11
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	CLEANER SVCS/ CI NUTR TABLECLOTH	12.00
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	CI NUTR PRGM SUPPLIES	740.12
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	CI NUTR PRGM SUPPLIES	108.51
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SUPPLIES/ CHALL	41.10
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SUPPLIES/ CHALL	110.23
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	TRANSPORTATION CHARGES/ REIMBURSEMENT	44.81
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	TRANSPORTATION CHARGES/ REIMBURSEMENT	42.43
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	FRONT OFFICE SUPPLIES	51.64
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	FRONT OFFICE SUPPLIES	13.38
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	FRONT OFFICE SUPPLIES	18.31
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	FRONT OFFICE SUPPLIES	66.03
01.0150.1540.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	UPCOMING EVENTS MEETING	177.11
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	BIKE RIDE SUPPLIES	581.01
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	NATIONAL NIGHT OUT SUPPLIES	2,060.62
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	NATIONAL NIGHT OUT SUPPLIES	1,793.00
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	4TH OF JULY SUPPLIES	7.87
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	4TH OF JULY SUPPLIES	24.75
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	4TH OF JULY SUPPLIES	44.10
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	4TH OF JULY SUPPLIES	309.45
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	4TH OF JULY SUPPLIES	332.38
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	4TH OF JULY SUPPLIES	400.09
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	4TH OF JULY SUPPLIES	1,620.20
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	TRAINING MEALS	213.89
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	STAFF CAKE	55.19
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SEPT'24 ICSC CONF	500.00
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SEPT'24 TRAVEL INSURANCE	12.00
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	JULY'24 BOARD OF DIRECTOR MTG	25.00
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	CITY COUNCIL MEETING MEALS	267.49
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	REVIEW OF CITY COUNCIL/ MTG	41.21
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	REVIEW OF CITY COUNCIL/ MTG	48.56
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	JUNE'24 SGV ECONOMIC PARTNER REGISTRATION	75.00
01.0100.1020.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	ICSC MEMBERSHIP	125.00
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	ZOOM MONTHLY SUBSCRIPTION	339.90
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SGV TRIBUNE SUBSCRIPTION	26.00
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SEPT'24 ICSC CONF	500.00
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	CITY COUNCIL SUPPLIES	202.11
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	CITY COUNCIL SHIRTS	45.74
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	CITY COUNCIL SUPPLIES	105.82
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	TRAINING MEALS	43.98
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	CITY COUNCIL SUPPLIES	20.94
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	MEAL PURCHASE/ REIMBURSED	49.72
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	CITY COUNCIL MTG MEALS	246.74
01.0100.1010.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	ICSC MEMBERSHIP	125.00
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	COUNCIL HOT SPOTS	230.00
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	COUNCIL HOT SPOTS	230.00
01.0130.1330.5931	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	ADOBE MONTHLY SUBSCRIPTION	19.99
01.0130.1330.5931	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	GRAMMARELY SOFTWARE/ CITY COUNCIL	144.00
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	CHALL TGN SUPPLIES	366.30
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	CHALL OFFICE SUPPLIES	26.58
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	CHALL BDAY DECOR	37.47
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	CHALL OFFICE SUPPLIES	15.74
01.0170.1520.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	CERTIFICATION TRAINING MEALS	313.61
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	OCT'24 LEAGUE OF CA CITIES REGISTRATION	650.00

01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	REGISTRATION FALL EDU SUMMIT	750.00
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	JULY'24 BOARD OF DIRECTOR MTG REGISTRATION	25.00
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	6/21/24 SENIOR EXCURSION TICKETS	34.40
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SOCIAL SNACKS	50.22
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	6/21/24 SENIOR EXCURSION TICKETS	82.56
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	4TH OF JULY GIVEAWAYS	132.00
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	ICE CREAM/ FIRST DAY OF SUMMER	82.80
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	FLOWERS/ OLDER AMERICAN LUNCHEON	21.74
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	COFFEE/ CI NUTR PRGM	35.92
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	HAMBURGER BUNS/ LUNCHEON CI NUTR PRGM	105.84
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	CI NUTR PRGM SUPPLIES	79.26
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SUMMER CAMP PRGM SUPPLIES	21.98
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SUMMER CAMP PRGM SUPPLIES	1.25
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SUMMER CAMP PRGM SUPPLIES	7.08
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SUMMER CAMP PRGM SUPPLIES	13.78
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	BABY LAB PRGM SUPPLIES	15.98
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SUMMER CAMP EXCURSION	25.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SUMMER CAMP PRGM SUPPLIES	97.63
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SUMMER CAMP PRGM SUPPLIES	44.48
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SUMMER CAMP PRGM SUPPLIES	49.26
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SUMMER CAMP PRGM SUPPLIES	99.83
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SUMMER CAMP EXCURSION	1,009.32
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SUMMER CAMP PRGM SUPPLIES	55.97
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SUMMER CAMP PRGM SUPPLIES	70.71
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SUMMER CAMP PRGM SUPPLIES	438.20
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SUMMER CAMP PRGM SUPPLIES	121.34
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SUMMER CAMP PRGM SUPPLIES	199.82
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SUMMER CAMP PRGM SUPPLIES	208.36
01.0150.1540.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	LIFEGUARD STAFF TNG CERT	260.00
01.0150.1540.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	WSI STAFF TNG CERTIFICATION	185.00
01.0150.1540.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	STAFF MEETING/ JAMBA JUICE	227.26
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SPECIAL EVENT SUPPLIES	87.21
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	NIGHT MARKET SUPPLIES	52.43
01.0151.1544.5210	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	4TH OF JULY SUPPLIES	121.38
01.0151.1544.5210	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	4TH OF JULY SUPPLIES	37.22
01.0160.1640.5420	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	AQUA FIRST AID SUPPLIES	111.54
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SPECIAL EVENT SUPPLIES	134.00
01.0151.1541.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	YOUTH BBALL GYM FLOOR EQUIP	111.33
01.0151.1542.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	BOXING EQUIPMENT	397.04
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	FOOD/ EMPLOYEE PICNIC	371.72
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	FOOD/ MOVIE IN PARK EVENT	402.87
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	FOOD/ MOVIE IN PARK EVENT	855.73
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	FOOD/ MOVIE IN PARK EVENT	218.43
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	BIKES/ BIKE RIDE EVENT	192.72
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SUMMER CONCERT EQUIP	164.24
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SPECIAL EVENT SUPPLIES	9.86
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SPECIAL EVENT SUPPLIES CREDIT	37.46
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SPECIAL EVENT SUPPLIES	296.39
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	SPECIAL EVENT SUPPLIES CREDIT	(11.01)
01.0151.1544.5210	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	PROPANE/ 4TH OF JULY EVENT	10.11
01.0151.1544.5210	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	FOOD/ 4TH OF JULY EVENT	340.62
01.0151.1544.5210	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	4TH OF JULY SUPPLIES	229.88
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	4TH OF JULY EVENT SUPPLIES	84.62
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	4TH OF JULY EVENT SUPPLIES	11.83
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	4TH OF JULY EVENT SUPPLIES	136.81

01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	4TH OF JULY EVENT SUPPLIES	47.55
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	OFFICE SUPPLIES	7.71
01.0100.1020.5916	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	POSTAGE CHARGES	1.55
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	JUNE'24 STAMPLI CHARGES	1,875.00
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	CABLE & INTERNET SVCS	339.22
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	JUNE'24 INTERNET SVCS	327.04
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	CABLE & INTERNET SVCS	154.98
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	5/3-6/2/24 CITY CELL PHONE- FIRSTNET	5,038.58
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	ICLOUD STORAGE MONTHLY CHARGE	0.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	ICLOUD STORAGE MONTHLY CHARGE CR	(0.26)
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	TELENYX PLATFORM	113.79
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	TELENYX PLATFORM	103.80
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	TELENYX PLATFORM	100.01
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	ICLOUD STORAGE MONTHLY CHARGE	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	ICLOUD STORAGE MONTHLY CHARGE CR	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	ICLOUD STORAGE MONTHLY CHARGE	2.99
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	JUNE'24 NALEO CONF/ HOTEL CHARGES	952.39
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	2024 FALL EDU SUMMIT REGISTRATION	750.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	NALEO CONF/ TRANSPORTATION CHARGES	50.21
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	NALEO CONF/ TRANSPORTATION CHARGES	29.31
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	JULY'24 BOARD OF DIRECTORS MTG	25.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	OCT'24 LEAGUE OF CA CITIES/ REGISTRATION	650.00
01.0130.1330.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	DOCKING STATIONS	715.91
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002116	08/06/2024	ADOBE CLOUD APPS	157.94
01.0151.1543.5952	HOME DEPOT CREDIT SERVICES	DFT0002117	08/26/2024	4TH OF JULY EVENT SUPPLIES	103.36
01.0151.1543.5952	HOME DEPOT CREDIT SERVICES	DFT0002117	08/26/2024	INSECT KILLER SPRAY	52.72
01.0151.1543.5952	HOME DEPOT CREDIT SERVICES	DFT0002117	08/26/2024	SUPPLIES/ CROWD CONTROL FENCE	84.54
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0002117	08/26/2024	CCTR SUPPLIES	76.11
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0002117	08/26/2024	SUPPLIES/ SCTR	497.81
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0002117	08/26/2024	LIGHT BULBS/ SCTR	215.77
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0002117	08/26/2024	ELECTRICAL BOX SUPPLIES/ SCTR	58.60
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0002117	08/26/2024	KITCHEN SINK SUPPLIES	66.70
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0002117	08/26/2024	COFFEE MAKER CLEANING SUPPLIES	109.61
01.0160.1630.5520	HOME DEPOT CREDIT SERVICES	DFT0002117	08/26/2024	PAINT SUPPLIES	153.42
01.0160.1640.5520	HOME DEPOT CREDIT SERVICES	DFT0002117	08/26/2024	DRAINS	44.57
01.0160.1640.5520	HOME DEPOT CREDIT SERVICES	DFT0002117	08/26/2024	WATER HOSE SUPPLIES	218.21
01.0160.1650.5520	HOME DEPOT CREDIT SERVICES	DFT0002117	08/26/2024	SNACK BAR SUPPLIES/ NTP	22.29
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0002117	08/26/2024	DRY WALL REPAIR SUPPLIES	120.77
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0002117	08/26/2024	DRYWALL REPAIR SUPPLIES	388.04
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0002117	08/26/2024	REFUND CREDIT	(41.96)
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0002117	08/26/2024	CHLORINE TABLETS	55.09
01.0170.1740.5435	HOME DEPOT CREDIT SERVICES	DFT0002117	08/26/2024	SPRAY BOTTLES	25.53
01.0170.1740.5435	HOME DEPOT CREDIT SERVICES	DFT0002117	08/26/2024	CLEANING SUPPLIES	149.50
01.0170.1760.5545	HOME DEPOT CREDIT SERVICES	DFT0002117	08/26/2024	GRAFFITI REMOVAL SUPPLIES	191.46
02.0170.1760.5962	HOME DEPOT CREDIT SERVICES	DFT0002117	08/26/2024	STREET DEPT SUPPLIES	77.13
01.0170.1730.5705	SO CAL GAS	DFT0002118	09/06/2024	7/28-8/28/24 1415 SANTA ANITA AVE	62.23
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002119	09/10/2024	7/23-8/20/24 9465 GARVEY AVE	30.87
02.0170.1760.5966	US BANK VOYAGER FLEET SYS	DFT0002120	08/21/2024	6/24-7/24/24 FUEL-CITY TRANSPORTATION	7,128.96
01.0100.1010.5914	ELAN FINANCIAL SERVICES	DFT0002121	08/09/2024	ICSC ANNUAL MEMBERSHIP	125.00
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0002121	08/09/2024	RE-OCCURRING CHARGES	9.99
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0002121	08/09/2024	RE-OCCURRING HOT SPOT CHARGES	55.00
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0002122	09/10/2024	RE-OCCURRING IPAD CHARGE	9.99
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0002122	09/10/2024	RE-OCCURRING HOT SPOT CHARGES	55.00

Grand Total \$ 2,212,885.29

Authorization Signature

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

Rene Salas, City Manager



City Council Agenda Report

Agenda Item No. 7.c.

DATE: September 24, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

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

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-224, APPROVING AMENDMENT NO. 1 TO AGREEMENT ENP242509 BETWEEN THE CITY AND COUNTY OF LOS ANGELES FOR ELDERLY NUTRITION PROGRAM SERVICES

SUMMARY: Amendment No.1 to Agreement ENP242509 ("Agreement") between the City of South El Monte ("City") and the County of Los Angeles Aging and Disabilities Department ("County") will allow the City to receive additional funding from the County, through the Modernizing Older Californians Act (MOCA) for Congregate and Home-Delivered Meals Services for fiscal year ("FY") 2024-25.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-224, approving Amendment No. 1 to the existing agreement Subaward ENP242509 between the City and County; and
2. Authorize the City Manager or designer to execute the agreement.

FISCAL/FINANCIAL IMPACT: Amendment No.1 to the Agreement will provide additional grant funding in an amount not-to-exceed \$91,600.00 for the Senior Services Elderly Nutrition Program ("ENP") FY 2024-25. The additional MOCA funding will provide \$85,300.00 for C1-congregate meals and \$6,300.00 for C2-home-delivered meals. The original baseline funding allocated to the City was \$336,000.00, and with the MOCA's additional funding of \$91,600.00, the City's total subaward for FY 2024-25 will become \$427,600.00.

DISCUSSION: The City has provided lunch meals for seniors over the age of 60 and disabled individuals through the Congregate Meals Program and Home-Delivered Meals Program (collectively "Programs") for more than 25 years. The Elderly Nutrition Program is administered under the guidelines of the Federal Older Americans Act, which offers meals that meet USDA dietary guidelines and are offered at the Senior Center and to home-bound individuals. Although the programs do not require participants to pay for

meals, a suggested donation ranging between \$1.75 – \$3.00 per meal is appreciated.

The Board of Supervisors approved the County to enter into an Elderly Nutrition Program Subaward with the City with the purpose of utilizing baseline funding to provide contracted OAA Title III C-1, OAA Title III C-2, and Title III B services for FY 2024-25. The County contributes to the City's Elderly Nutrition Program Services, which offers lunch meals to seniors and provides an important opportunity for social contact and targets seniors most in need. The Congregate Meals Program serves meals in a group setting at the South El Monte Senior Center and meals are coordinated with other social services such as transportation, educational presentations, health screenings, and recreation and wellness programs. This valuable program not only delivers a daily nutritious meal, but also serves as a mechanism to check up on the client, thereby providing additional safety inspection and furthering the ability for the aging participant to continue to age in a safe place.

On May 28, 2024, the City Council approved Resolution No. 24-11, approving an agreement between the City and the County for elderly nutrition program services. The agreement provided the City Baseline Funding in the amount of \$336,000.00 for FY 2024-25. Amendment No.1 to the agreement will provide additional grant funding in an amount not-to-exceed \$91,600.00 for the Senior Services Elderly Nutrition Program ("ENP") FY 2024-25. The additional funding source, MOCA, allocates \$85,300.00 for C1-congregate meals and \$6,300.00 for C2-home-delivered meals.

ATTACHMENT(S):

- A. Resolution No. 24-224
- B. Amendment No. 1
- C. FY 2024-25 ENP Allocation Letter

ATTACHMENT A

RESOLUTION NO. 24-224

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO.1 TO THE AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND THE COUNTY OF LOS ANGELES AGING AND DISABILITY DEPARTMENT FOR ELDERLY NUTRITION PROGRAM SERVICES

WHEREAS, on May 28, 2024, the City Council approved Subaward Number ENP242509 Agreement (“Agreement”) Between the City of South El Monte (“City”) and the County of Los Angeles (“County”) for Elderly Nutrition Program (“ENP”) services. The Agreement was a one (1) year term from July 1, 2024, to June 30, 2025, with the option to extend for three (3) additional (1) year terms; and

WHEREAS, the City and County determined that an amendment (“Amendment No.1”) to the Agreement is necessary to allocate supplemental Modernizing Older Californians Act (“MOCA”) funding in the amount of \$91,600.00, in addition to Baseline Funding increasing the total funding amount from \$336,000.00 to \$427,600.00 for the ENP during Fiscal Year (“FY”) 2024-2025; and

WHEREAS, the City Council now desires to approve Amendment No. 1 to the Agreement to; (1) allocate supplemental MOCA funding in the amount of \$91,600.00, to increase the baseline funding from \$336,00.00 to \$427,600.00 for the ENP, which shall be reimbursed to the City in the exchange for additional defined and contracted ENP Title III C-1 and C-2 Services to be provided by the City during FY 2024-2025; (2) provide for the changes set forth on Amendment No.1, which is attached to the report accompanying this Resolution as Attachment B.

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

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

SECTION 2. The City Council hereby authorizes and directs the City Manager or his designee to execute Amendment No.1 in substantially the form attached as Attachment B to the September 24, 2024, staff report accompanying this Resolution, subject to the City Attorney’s office approval as to form. The City Council further directs the City Manager to take all actions necessary to effectuate Amendment No.1.

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

PASSED, APPROVED AND ADOPTED this 24th day September 2024.

Gloria Olmos, Mayor

ATTEST:

Sabrina Muhne, Interim City Clerk

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

I, Sabrina Muhne, Interim City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 24-224, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 24th day of September 2024, and that said Resolution was adopted by the following vote:

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

Sabrina Muhne, Interim City Clerk

ATTACHMENT B

**ELDERLY NUTRITION PROGRAM (ENP)
SUBAWARD NUMBER ENP242509
SUBAWARD PERIOD JULY 2024 – JUNE 2025**

AMENDMENT ONE

This Amendment is made and entered into by and between

**COUNTY OF LOS ANGELES THROUGH ITS
AGING AND DISABILITIES DEPARTMENT**

("County" or "AD")

County's Business Address

510 South Vermont Avenue, 11th Floor
Los Angeles, CA 90020

and

CITY OF SOUTH EL MONTE
("Contractor" or "Subrecipient")

Subrecipient's Business Address

**1415 North Santa Anita Avenue
South El Monte, CA 91733**

WHEREAS, reference is made to that certain document originally entitled "Elderly Nutrition Program (ENP) Subaward Number ENP242509 Subaward Period July 2024 – June 2025" dated July 1, 2024, ("Contract" or "Subaward"); and

WHEREAS, the parties hereto have previously entered into the above referenced Subaward for the purpose of providing Elderly Nutrition Program (ENP) Services, which include serving congregate meals and home-delivered meals as well as conducting telephone reassurance to the older adult population in Los Angeles County (excluding the City of Los Angeles); and

WHEREAS, County and Subrecipient recognize and agree that specific terms (including, but not limited to, Contract, Subaward, Contractor, Subrecipient, Subcontract, Lower Tier Subaward, Subcontractor and Lower Tier Subrecipient) are used interchangeably throughout this Amendment in order to comply with Federal, State, and County regulations; and

WHEREAS, Pursuant to Program Memo No 23-12 issued on June 12, 2023, the State of California, through the California Department of Aging (CDA), has allocated funds to the Area Agencies on Aging (AAA) for modernization of the Mello-Granlund Older Californians Act (OCA) to encourage the AAAs to advance and expand OCA programs, with a focus on ensuring ongoing sustainability; and

WHEREAS, it is the intent of the parties to amend this Subaward to allocate MOCA funding in the amount of \$85,300, which will be reimbursed to Subrecipient in exchange for additional defined and contracted ENP Congregate Meal Services as specified herein to be provided by Subrecipient during Fiscal Year (FY) 2024-25; and,

WHEREAS, it is the intent of the parties to also amend this Subaward to allocate MOCA funding in the amount of \$6,300, which will be reimbursed to Subrecipient in exchange for additional defined and contracted ENP Home-Delivered Meal Services as specified herein to be provided by Subrecipient during FY 2024-25; and,

WHEREAS, it is the intent of the parties to also amend this Subaward to provide for the other changes set forth herein; and

WHEREAS, the Subaward provides that changes to its terms may be made in the form of a written Amendment, which is formally approved and executed by the parties.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. This Amendment will commence **upon execution by all parties**.

II. Subparagraph 5.1.3 is deleted and replaced as follows:

5.1.3 Subaward Sum Year 1 Funding Source(s)

5.1.3.1 The Subaward Sum Year 1 for this Subaward is comprised of monies which are identified by the funding source(s) or governing statute(s) listed below. The funding source(s) and governing statute(s) authorize County to use these monies to provide Program Services.

5.1.3.2 Older Americans Act (OAA) Title III B (Supportive Services and Senior Centers) original baseline funds

5.1.3.2.1 Subaward Sum: **\$1,000**

5.1.3.2.2 Service Area: Supervisorial District 1

5.1.3.2.3 Period of Performance: July 1, 2024 – June 30, 2025

5.1.3.2.4 Allocation Letter: Fiscal Year 2024-25 Original Baseline Funding Allocation for Elderly Nutrition Program Services

5.1.3.3 Older Americans Act (Title III C-1 (Nutrition Services) original baseline funds

5.1.3.3.1 Subaward Sum: **\$312,100**

- 5.1.3.3.2 Service Area: Supervisorial District 1
- 5.1.3.3.3 Period of Performance: July 1, 2024 – June 30, 2025
- 5.1.3.3.4 Allocation Letter: Fiscal Year 2024-25 Original Baseline Funding Allocation for Elderly Nutrition Program Services
- 5.1.3.4 Older Americans Act (Title III C-2 (Nutrition Services) original baseline funds
 - 5.1.3.4.1 Subaward Sum: **\$22,900**
 - 5.1.3.4.2 Service Area: Supervisorial District 1
 - 5.1.3.4.3 Period of Performance: July 1, 2024 – June 30, 2025
 - 5.1.3.4.4 Allocation Letter: Fiscal Year 2024-25 Original Baseline Funding Allocation for Elderly Nutrition Program Services
- 5.1.3.5 MOCA funding for ENP Congregate Meal Services
 - 5.1.3.5.1 Subaward Sum: \$85,300
 - 5.1.3.5.2 Service Area: Supervisorial District 1
 - 5.1.3.5.3 Period of Performance: July 1, 2024 – June 30, 2025 (consistent with California Department of Aging contract number NM-2324-19)
 - 5.1.3.5.4 Allocation Letter: Fiscal Year 2024-25 Modernizing Older Californians Act Funding Allocation for Elderly Nutrition Program Services
- 5.1.3.6 MOCA funding for ENP Home-Delivered Meal Services
 - 5.1.3.6.1 Subaward Sum: \$6,300
 - 5.1.3.6.2 Service Area: Supervisorial District 1
 - 5.1.3.6.3 Period of Performance: July 1, 2024 – June 30, 2025 (consistent with California Department of Aging contract number NM-2324-19)
 - 5.1.3.6.4 Allocation Letter: Fiscal Year 2024-25 Modernizing Older Californians Act Funding Allocation for Elderly Nutrition Program Services

- III. Subparagraph 5.10.7 is deleted in its entirety and replaced as follows:
- 5.10.7 Amount of Federal Funds Obligated by this Action:
- 5.10.7.1 Original Contract: \$336,000
- 5.10.7.2 Amendment One: \$91,600 (*State MOCA funds*)
- IV. Subparagraph 5.10.8 is deleted in its entirety and replaced as follows:
- 5.10.8 Total Amount of Federal Funds Obligated to Subrecipient (Subaward Sum):
- 5.10.8.1 Subaward Sum Year 1: \$336,000 (*funds identified in Subparagraph 5.10.7.2 are excluded*)
- V. Subparagraph 5.10.9 is deleted in its entirety and replaced as follows:
- 5.10.9 Total Amount of Federal Award (Maximum Subaward Sum): \$336,000 (*funds identified in Subparagraph 5.10.7.2 are excluded*)
- VI. Subparagraph 9.17.7.4 is added as follows:
- 9.17.7.4 Subrecipient must ensure that its operating procedures are adequately documented and designed to protect information, computer media and data from theft and unauthorized access.
- VII. "Exhibit B1 (Budget) Amendment 1 {FY 2024-25 MOCA Funding}" is added, is an addendum to "Exhibit B1 (Budget)" and is incorporated herein by reference.
- VIII. "Exhibit B2 (Budget) Amendment 1 {FY 2024-25 MOCA Funding}" is added, is an addendum to "Exhibit B2 (Budget)" and is incorporated herein by reference.
- IX. "Exhibit C1 (Mandated Program Services) Amendment 1 {FY 2024-25 MOCA Funding}" is added, is an addendum to "Exhibit C1 (Mandated Program Service)" and is incorporated herein by reference.
- X. "Exhibit C2 (Mandated Program Services) Amendment 1 {FY 2024-25 MOCA Funding}" is added, is an addendum to "Exhibit C2 (Mandated Program Service)" and is incorporated herein by reference.
- XI. The "Fiscal Year 2024-25 Modernizing Older Californians Act Funding Allocation for Elderly Nutrition Program Services" funding allocation letter is incorporated herein by reference.

All other terms and conditions of the Subaward will remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this **Amendment One** to be subscribed on its behalf by the Director of Aging and Disabilities Department, and the Subrecipient has subscribed the same through its Authorized Representative. The Authorized Representative(s) signing on behalf of Subrecipient warrants under penalty of perjury that he or she is authorized to bind Subrecipient.

COUNTY OF LOS ANGELES

By _____
Dr. Laura Trejo, Director
County of Los Angeles
Aging & Disabilities Department

Date

SUBRECIPIENT

City of South El Monte
Subrecipient's Legal Name

ENP242509
Subaward Number

By Rene Salas _____
Name of Authorized Representative
Date

Sep 12, 2024

City Manager

Title

Rene Salas

Rene Salas (Sep 12, 2024 08:34 PDT)

Signature

Approved as to Form:

OFFICE OF COUNTY COUNSEL

Dawyn R. Harrison, County Counsel

By 
Airionna Whitaker
Deputy County Counsel

By _____
Name of Authorized Representative
Date

Title

Signature

FY 2024-25 ENP Amendment One (City Of South El Monte) (MOCA)

Final Audit Report

2024-09-12

Created:	2024-09-12
By:	Bernardo Franco (bfranco@ad.lacounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAApdWLEGNRi0xPkMYZPHIzYCJk8b-YqXAG

"FY 2024-25 ENP Amendment One (City Of South El Monte) (MOCA)" History

-  Web Form created by Bernardo Franco (bfranco@ad.lacounty.gov)
2024-09-10 - 8:35:45 PM GMT
-  Web Form filled in by Rene Salas (wcayco@soelmonte.org)
2024-09-12 - 3:34:17 PM GMT- IP address: 75.36.80.170
-  Email verification link emailed to Rene Salas (wcayco@soelmonte.org)
2024-09-12 - 3:34:20 PM GMT
-  Email viewed by Rene Salas (wcayco@soelmonte.org)
2024-09-12 - 3:35:42 PM GMT- IP address: 75.36.80.170
-  E-signature verified by Rene Salas (wcayco@soelmonte.org)
2024-09-12 - 3:35:58 PM GMT- IP address: 104.47.64.254
-  Agreement completed.
2024-09-12 - 3:35:58 PM GMT



BOARD OF SUPERVISORS

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Ivan Pacheco

Chief Information Officer

GET IN TOUCH

510 S. Vermont Avenue, Suite 1100

Los Angeles, CA 90020

ad.lacounty.gov

info@ad.lacounty.gov

Aging & Adult Information & Assistance Line:

(800) 510-2020

Report Elder Abuse:

(877) 477-3646

Community & Senior Centers:

(800) 689-8514

Disability Information &

Access Line:

(888) 677-1199

September 10, 2024

City of South El Monte
 Attention: Rene Salas
 1415 North Santa Anita Avenue
 South El Monte, CA 91733

FISCAL YEAR 2024-25 MODERNIZING OLDER CALIFORNIANS ACT FUNDING ALLOCATION FOR ELDERLY NUTRITION PROGRAM SERVICES

Dear Mr. Salas:

County of Los Angeles Aging and Disabilities Department (County) intends to amend City of South El Monte's (Subrecipient's) Elderly Nutrition Program (ENP) Subaward. The Subaward Amendment information is outlined below:

- Purpose: Subrecipient will utilize Modernizing Older Californians Act (MOCA) funding to provide additional defined and contracted ENP Congregate and Home-Delivered Meal Services during Fiscal Year (FY) 2024-25.
- Subaward Number: ENP242509
- Amendment Number: 1
- Subaward Term: July 1, 2024 through June 30, 2025
- Total Funding Allocation: \$91,600
- Period Funds are available for use (Subject to execution of Subaward): July 1, 2024 – June 30, 2025
- Service Area: Supervisorial District 1
- Funding Source(s) and Service Category(ies) are as follows:



Funding Source	Service Category	Unit Rate	Allocation Amount
MOCA *	American Meals	\$7.92	\$85,300 ¹
	Grab and Go C-1	\$7.92	
	Hot Meals	\$8.07	\$6,300 ²
	Frozen Meals	\$7.39	
	Emergency Meals	\$9.70	
	Grab and Go C-2	\$8.07	
MOCA Funding			\$91,600
Baseline Funding (Refer to FY 2024-25 Baseline Funding Allocation Letter)			\$336,000
Subaward Sum Year 1 (SSY1) (MOCA and Baseline Funding)			\$427,600

¹⁻² Complete one (1) budget and one (1) MPS for each Allocation Amount.

* No Match requirement for MOCA funding.

If you have any questions, please contact Bernardo Franco of my staff by phone or e-mail as follows: (323) 449-5802 or bfranco@ad.lacounty.gov.

Thank you.

Mike Tsao

Mike Tsao, Administrative Deputy II
Administrative Services Branch



City Council Agenda Report

Agenda Item No. 7.d.

DATE: September 24, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: CONSIDERATION FOR AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS – SOUTH EL MONTE SAFE ROUTES TO SCHOOL PEDESTRIAN SAFETY PROJECT, ATP CYCLE 5

SUMMARY: Staff seeks City Council approval to advertise for construction bids for the South El Monte Safe Routes to School Pedestrian Safety Project, ATP Cycle 5.

RECOMMENDED ACTION: Staff recommends City Council approve the construction bid package to solicit bids for the South El Monte Safe Routes to School Pedestrian Safety Project, ATP Cycle 5.

FISCAL/FINANCIAL IMPACT:

There is no immediate fiscal impact associated with this action. Upon final contract award, staff will prepare a report with findings and recommendations for consideration and approval by City Council. The estimated total project cost is \$1,637,000 through Caltrans Active Transportation Program (ATP Cycle 5), including design and construction phases. The ATP funds are awarded by the State and does not require any local match (100% reimbursable). Staff will return to Council to establish the final construction budget after the bids are received.

DISCUSSION: In September 2020, the City submitted a funding grant application to CalTrans under its Cycle 5 of the Active Transportation Program (ATP). In March 2021, the California Transportation Commission (CTC) recommended the project for inclusion in the awarded projects list. In December 2022, the City received authorization to proceed with the project's design phase (PS&E).

The South El Monte Safe Routes to School Pedestrian Safety Project, part of ATP Cycle 5, focuses on enhancing school and pedestrian safety at key signalized intersections and uncontrolled crossings near schools and major destinations. The project scope includes but is not limited to installation of pedestrian safety upgrades at signalized intersections and uncontrolled crosswalks including RRFBs, pedestrian push buttons, countdown systems, overhead pedestrian signal systems, speed radar feedback signs, pedestrian

ramps, signage, crosswalks, and striping at 23 locations surrounding schools and major destinations.

The City received \$1,637,000 in State funding through the ATP Cycle 5 program for the design and construction of the proposed project. This project is fully funded by State funds, with no local match requirement. Attachment B provides details on the project locations and proposed improvements.

On January 10, 2023, the City Council authorized staff to issue a Request for Proposals (RFP) for Design Services for the South El Monte Safe Routes to School Pedestrian Safety Project, funded through ATP Cycle 5.

On May 9, 2023, the City Council awarded professional services agreement to West & Associates for the design phase services.

The design was completed in June 2024, and the allocation request for construction was submitted to Caltrans. In September 2024, the City received approval for the construction allocation, allowing for the advertisement of construction bids. Following the City Council's approval, staff will proceed with advertising for construction bids and will return to the Council to award the construction contract.

Staff recommends City Council approve to advertise for construction bids for the South El Monte Safe Routes to School Pedestrian Safety Project, ATP Cycle 5.

Staff report was collaboratively prepared by Andrés González, Senior Public Works Analyst, and TransTech staff.

ATTACHMENT(S):

- A. Notice Inviting Bids re Safe Routes Project
- B. Project Location Map

ATTACHMENT A

NOTICE INVITING SEALED BIDS FOR

SAFE ROUTES TO SCHOOL PEDESTRIAN SAFETY PROJECT ATP CYCLE 5, ATPL-5352(023)

City Project No.: 630

NOTICE IS HEREBY GIVEN that the City of South El Monte, California ("City") invites sealed Bids for the Project. The City will receive such Bids at the City Clerk's office, City Hall, 1415 N. Santa Anita Avenue, South El Monte, California 91733 up to **[INSERT BID DUE TIME]** on **[INSERT BID DUE DATE]**, at which time they will be publicly opened and read aloud.

SCOPE OF WORK. The Project includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant work necessary to satisfactorily complete the Project, as more specifically described in the Contract Documents. The project involves installation of pedestrian safety upgrades at signalized intersections and uncontrolled crosswalks including RRFBs, pedestrian push buttons, countdown systems, overhead pedestrian signal systems, speed radar feedback signs, pedestrian ramps, signage, crosswalks and striping around schools and major destinations. This Work will be performed in strict conformance with the Contract Documents, permits from regulatory agencies with jurisdiction, and applicable regulations. The quantity of Work to be performed and materials to be furnished are approximations only, being given as a basis for the comparison of Bids. Actual quantities of Work to be performed may vary at the discretion of the City Engineer.

OBTAINING BID DOCUMENTS. Copies of the Bidding and Contract Documents, Plans and Specifications can be obtained as follows:

1. Please e-mail your request with your contact information to: okan.demirci@transtech.org. Upon receipt of your e-mail, you will be registered as a plan holder, and a pdf file of the Bidding and Contract Documents, Plans and Specifications will be e-mailed to you at no cost.
2. Hard copies will not be mailed.

TIME OF COMPLETION. The Contractor shall complete all work within 90 working days of the issuance of the Notice to Proceed. See Section IB. Instructions to Bidders, "Construction Schedule, Progress of Work, Liquidated Damages" for project schedule.

ESTIMATED COST OF WORK. Estimated cost is \$1,563,000.

PRE-BID MEETING AND SITE VISIT. No meeting will be held. No allowances for cost adjustments will be made if a Bidder fails to adequately examine the Project site before submitting a Bid.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].

PREVAILING WAGES. In accordance with Labor Code Section 1770 *et seq.*, the Project is a “public work.” The selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations (“DIR”) regarding the prevailing rate of per diem wages. Because this project is also funded in part by CDBG Federal Funds, Federal Labor Standards Provisions, including the prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the case of difference between the State and Federal Wage Rates for a classification or requirement, the higher rate and requirement shall apply. Copies of those rates are on file with the Director of Public Works, and are available to any interested party upon request. The Contractor shall post a copy of the DIR’s determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

DBE: There is no mandatory DBE Participation requirement. All bidders are required to comply with all applicable competitive bidding and labor compliance laws including, but not limited to, active solicitation of subcontract bids from minority-owned businesses, women-owned businesses, and businesses owned by disabled veterans. The City hereby notifies all qualified bidders that it will affirmatively insure that qualified minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, religion, or handicap in consideration for an award. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor’s or any such subcontractors under hire. The bidders and the selected Contractor shall not allow discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion, or handicap.

BONDS. Each Bid must be accompanied by a cash deposit, cashier’s check, certified check or Bidder’s Bond issued by a Surety insurer, made payable to the City and in an amount not less than ten percent (10%) of the total Bid submitted. Personal or company checks are not acceptable. Upon Contract award, the Contractor shall provide faithful performance and payment Bonds, each in a sum equal to the Contract Price. All Bonds must be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or in any other form approved by the City Attorney. Failure to enter into the Contract with the City, including the submission of all required Bonds and insurance coverages, within fifteen (15) Days after the date of the mailing of written notice of contract award to the Bidder, shall subject the Bid security to forfeiture to the extent provided by law.

LICENSES. Each Bidder shall possess a valid Class A Contractor’s license issued by the California State Contractors License Board at the time of the Bid submission, unless this Project has any federal funding, in which case the successful Bidder must possess such a license at the time of Contract award. The successful Contractor must also possess a current City business license.

RETENTION SUBSTITUTION. Five percent (5%) of any progress payment will be withheld as retention. In accordance with Public Contract Code Section 22300, and at the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited with the City or with a State or federally chartered bank as escrow agent, which shall then pay such moneys to the Contractor. Upon satisfactory completion of the Project, the securities shall be returned to the Contractor. Alternatively, the Contractor may request that the City make payments of earned retentions directly to an escrow agent at the Contractor’s expense. No such substitutions shall be accepted until all related documents are approved by the City Attorney.

RETENTION OF RECORDS. Contract shall retain all records for 5 years.

LIQUIDATED DAMAGES. Liquidated damages is \$500 per calendar day.

BIDDING PROCESS. The City reserves the right to reject any Bid or all Bids, and to waive any irregularities or informalities in any Bid or in the bidding, as deemed to be in its best interest.

If there are any questions regarding this project, please contact in writing via e-mail:

Okan Demirci, PE

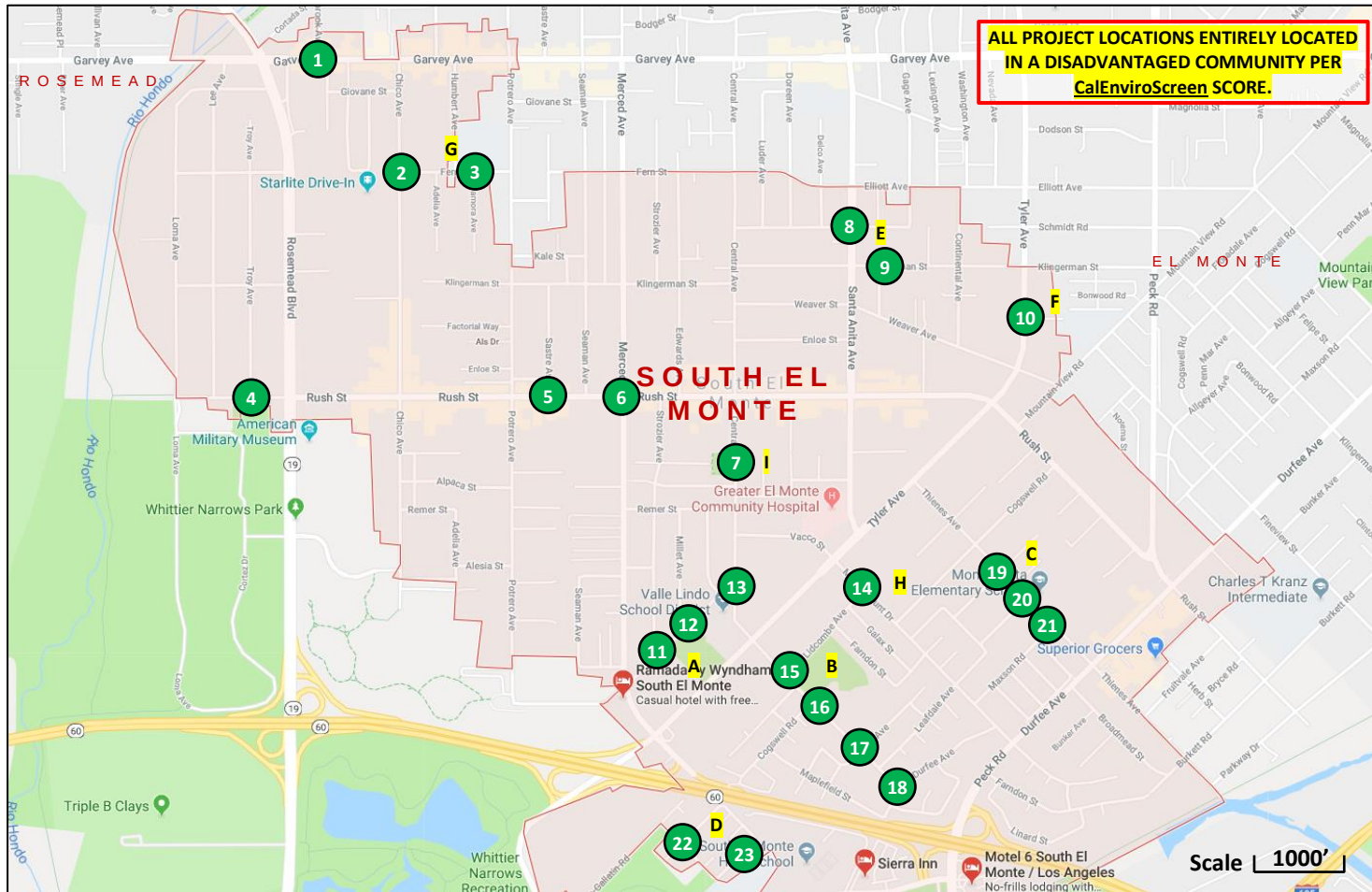
okan.demirci@transtech.org

All inquiries must be submitted in writing.

ATTACHMENT B

PROJECT LOCATION MAP

City of South El Monte (Sponsoring Agency)



**Project Location within
Los Angeles County
In the City of South El Monte**



LEGEND

City Boundary

PROJECT LOCATIONS

- A Dean L Shively Middle School
- B New Temple Elementary School
- C Monte Vista Elementary School
- D South El Monte High School
- E Miramonte Elementary School
- F Cogswell Elementary School
- G Potrero School (K-8)
- H Epiphany Catholic School
- I Akitoi Learning Center

- 1 Garvey Ave & Lashbrook Ave
- 2 Chico Ave & Fern St
- 3 Fern St & Tamora Ave
- 4 Rush St & Troy Ave
- 5 Rush St & Sastre Ave
- 6 Rush St & Merced Ave
- 7 Central Ave at Community Park
- 8 Santa Anita Ave & Schmidt Rd
- 9 Klingerman St & Granada Ave
- 10 Tyler Ave & Fineview St
- 11 Strozier Ave & Lerma Rd
- 12 Millet Ave & Lerma Rd

- 13 Central Ave & Lerma Rd
- 14 Lidcombe Ave & Michael Hunt Dr
- 15 Lidcombe Ave & Central Ave
- 16 Cogswell Rd & Central Ave
- 17 Allgeyer Ave & Central Ave
- 18 Durfee Ave & Central Ave
- 19 Penn Mar Ave & Thienes Ave
- 20 Leafdale Ave & Thienes Ave
- 21 Maxson Rd & Thienes Ave
- 22 Lexham Ave & Andrews St
- 23 Farmer Ave and High School

ATTACHMENT D: Project Map/Plans Showing Existing & Proposed Conditions

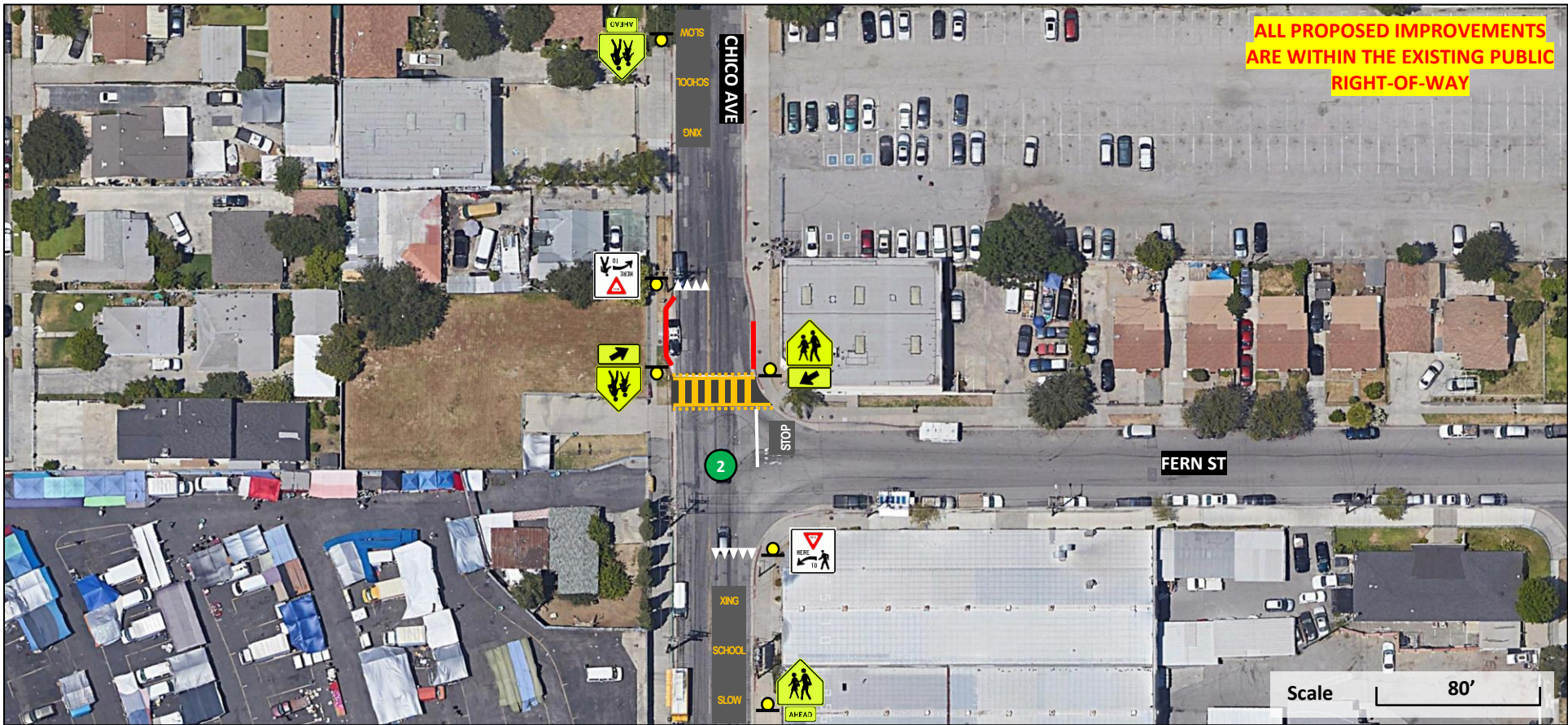
LOCATION 1: GARVEY AVE & LASHBROOK AVE



	EXISTING CONDITIONS 1 Garvey Ave & Lashbrook Ave ✓ Overhead pedestrian signal ✓ Crosswalk in West Leg ✓ Faded crosswalk markings ✓ Non-standard MUTCD "Pedestrian Ahead" signage ✓ Non-standard MUTCD "Pedestrian Crossing" signage ✓ No "STOP Here for Pedestrian" signage	PROPOSED CONDITIONS  Ladder Striped Crosswalk in White High Visibility Paint (Spacing of lines selected to avoid wheel path)  Raised Pavement Markers (RPM)  Advanced Stop Lines in White Visibility Paint (20 to 50 feet from Crosswalk)  W11-2 and W16-9P Pedestrian Ahead Signage Approaching the Crosswalk (100 to 200 feet from Crosswalk)  W11-2 Signage and Doubled Sided W11-2 Signage with Downward Facing Arrow on each side, R10-3B and R10-23 Signage on existing pedestrian signal	 R1-5C Stop Here for Pedestrians Sign  Re-paint faded white "STOP" Pavement Legend and STOP line in High Reflective Paint  Remove existing STOP Bar on east leg  Paint curb in red  R10-15 Turning Vehicles Yield to Pedestrian sign
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ATTACHMENT D: Project Map/Plans Showing Existing & Proposed Conditions

LOCATION 2: CHICO AVE & FERN ST



	EXISTING CONDITIONS 2 Chico Ave & Fern St ✓ STOP Controlled in east leg ✓ Uncontrolled in north and south leg ✓ White crosswalk in north leg ✓ Faded crosswalk markings ✓ No "Pedestrian Ahead" signage ✓ No "Pedestrian Crossing" signage ✓ Faded white "School Xing" pavement legends ✓ No "STOP Here for Pedestrian" signage	PROPOSED CONDITIONS  Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)  Raised Pavement Markers (RPM)  Advanced Yield Lines in White Visibility Paint (20 to 50 feet from Crosswalk)  S1-1 and W16-9P Pedestrian Ahead Signage Approaching the Crosswalk (100 to 200 feet from Crosswalk)  Double Sided S1-1 (36"x36") Signage (School Crosswalk Warning) with Downward Facing Arrow toward the Crosswalk	 R1-5 Yield Here to Pedestrians Sign  Yellow "SLOW SCHOOL XING" Pavement Legend in Highly Reflective Paint (100 to 200 feet from Crosswalk)  Re-paint faded white "STOP" Pavement Legend and STOP line in High Reflective Paint  Paint curb in red
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ATTACHMENT D: Project Map/Plans Showing Existing & Proposed Conditions

LOCATION 3: FERN ST & TAMORA AVE



ALL PROPOSED IMPROVEMENTS
ARE WITHIN THE EXISTING PUBLIC
RIGHT-OF-WAY

Scale 80'



EXISTING CONDITIONS

- 3 Fern St & Tamora Ave
- ✓ STOP Controlled in south leg
- ✓ Uncontrolled in east and west leg
- ✓ Yellow crosswalk in east and west leg
- ✓ Faded crosswalk markings
- ✓ Non-standard MUTCD "Pedestrian Ahead" signage in eastbound direction
- ✓ Non-standard MUTCD "Pedestrian Crossing" signage
- ✓ Faded yellow "Slow School Xing" pavement legends
- ✓ No "STOP Here for Pedestrian" signage

PROPOSED CONDITIONS

-  Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)
-  Raised Pavement Markers (RPM)
-  Advanced Yield Lines in White Visibility Paint (20 to 50 feet from Crosswalk)
-  S1-1 and W16-9P Pedestrian Ahead Signage Approaching the Crosswalk (100 to 200 feet from Crosswalk)
-  Solar Powered LED (36x36) Blinking S1-1 Sign (School Crossing) with Rectangular Rapid Flashing Beacon and (24x12) W16-7P Sign (Downward Facing Arrow) with Pedestrian Push Button (All Signs are Double Sided)

-  R1-5 Yield Here to Pedestrians Sign
-  Re-paint faded white "STOP" Pavement Legend and STOP line in High Reflective Paint
-  Remove existing parking spaces (6 total, including 1 handicap space) and install Bulb-Outs with Pedestrian Curb Ramps
-  Remove existing crosswalk in WL
-  Paint curb in red
-  Yellow "SLOW SCHOOL XING" Pavement Legend in Highly Reflective Paint (100 to 200 feet from Crosswalk)

ATTACHMENT D: Project Map/Plans Showing Existing & Proposed Conditions

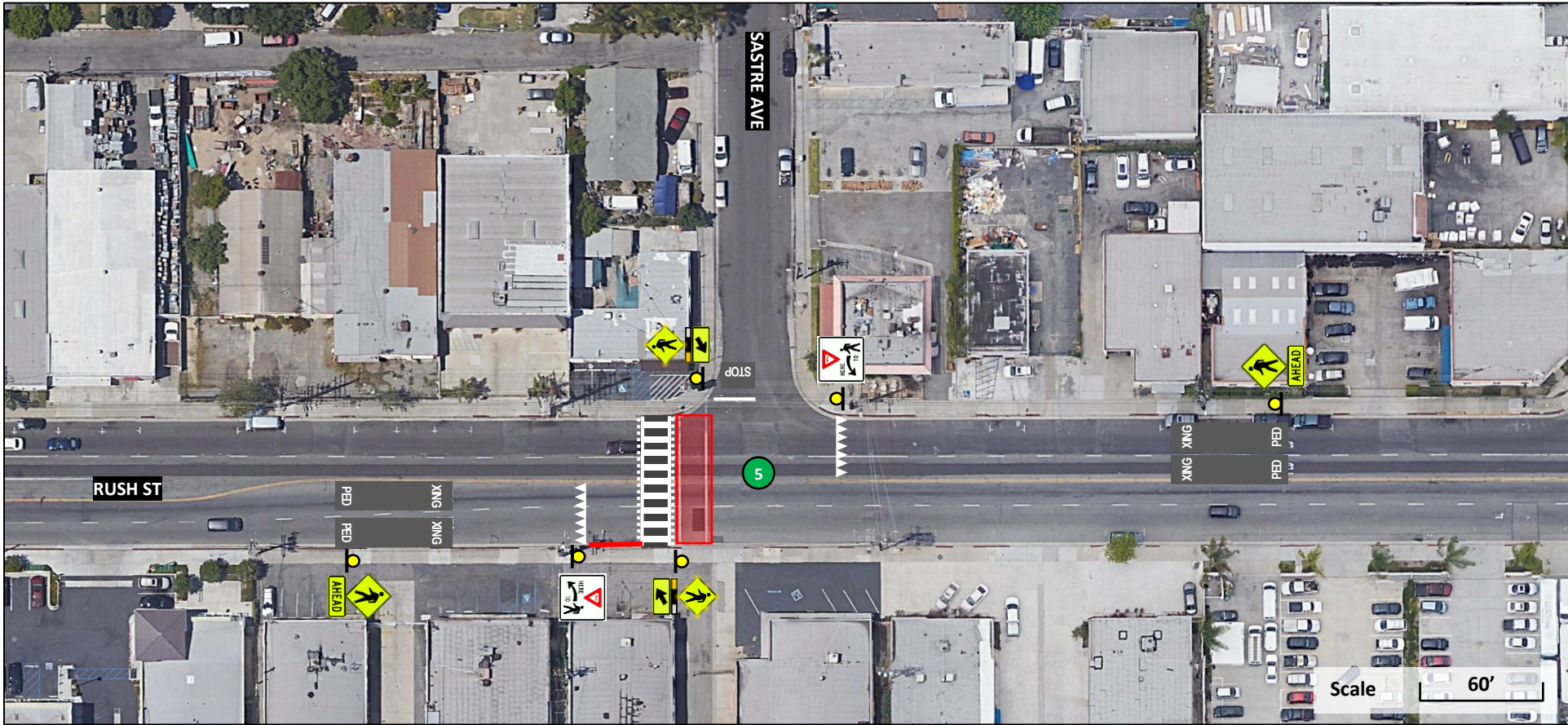
LOCATION 4: RUSH ST & TROY AVE



	EXISTING CONDITIONS		PROPOSED CONDITIONS	
	4 Rush St & Troy Ave ✓ STOP Controlled in north leg ✓ Uncontrolled in east and west leg ✓ White crosswalk in west leg ✓ Faded crosswalk markings ✓ No "Pedestrian Ahead" signage ✓ No "Pedestrian Crossing" signage ✓ Faded white "School Xing" pavement legends ✓ No "STOP Here for Pedestrian" signage	 Ladder Striped Crosswalk in White High Visibility Paint (Spacing of lines selected to avoid wheel path)  Raised Pavement Markers (RPM)  Advanced Yield Lines in White Visibility Paint (20 to 50 feet from Crosswalk)  W11-2 and W16-9P Pedestrian Ahead Signage Approaching the Crosswalk (100 to 200 feet from Crosswalk)  Solar Powered LED (36x36) Blinking W11-2 Sign (Pedestrian Crossing) with Rectangular Rapid Flashing Beacon and (24x12) W16-7P Sign (Downward Facing Arrow) with Pedestrian Push Button (All Signs are Double Sided)	 R1-5 Yield Here to Pedestrians Sign  White "PED XING" Pavement Legend in Highly Reflective Paint (100 to 200 feet from Crosswalk)  Re-paint faded white "STOP" Pavement Legend and STOP line in White High Reflective Paint  Re-paint faded "30" mph Pavement Legend in White High Reflective Paint  Paint curb in red	

ATTACHMENT D: Project Map/Plans Showing Existing & Proposed Conditions

LOCATION 5: RUSH ST & SASTRE AVE



 EXISTING CONDITIONS 5 Rush St & Sastre Ave ✓ STOP Controlled in north leg ✓ Uncontrolled in east and west leg ✓ White crosswalk in west leg ✓ Faded crosswalk markings ✓ Non-standard MUTCD “Pedestrian Ahead” signage ✓ No “Pedestrian Crossing” signage ✓ Faded white “PED Xing” pavement legends ✓ No “STOP Here for Pedestrian” signage ✓ Crosswalk leads to a driveway	PROPOSED CONDITIONS  Ladder Striped Crosswalk in White High Visibility Paint (Spacing of lines selected to avoid wheel path)  Raised Pavement Markers (RPM)  Advanced Yield Lines in White Visibility Paint (20 to 50 feet from Crosswalk)  W11-2 and W16-9P Pedestrian Ahead Signage Approaching the Crosswalk (100 to 200 feet from Crosswalk)  Solar Powered LED (36x36) Blinking W11-2 Sign (Pedestrian Crossing) with Rectangular Rapid Flashing Beacon and (24x12) W16-7P Sign (Downward Facing Arrow) with Pedestrian Push Button (All Signs are Double Sided)  R1-5 Yield Here to Pedestrians Sign  White “PED XING” Pavement Legend in Highly Reflective Paint (100 to 200 feet from Crosswalk)  Re-paint faded white “STOP” Pavement Legend and STOP line in White High Reflective Paint  Shift existing marked crosswalk in west leg so it does not lead to driveway/alley  Paint curb in red
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ATTACHMENT D: Project Map/Plans Showing Existing & Proposed Conditions

LOCATION 6: RUSH ST & MERCED AVE



 N	EXISTING CONDITIONS 6 Rush St & Merced Ave ✓ Signalized intersection ✓ Permissive left turn ✓ Ladder striped crosswalk in north leg ✓ Standard stiped crosswalks in east, west, and south legs ✓ 2 lanes in each direction ✓ Industrial area	PROPOSED CONDITIONS  Ladder Striped Crosswalk in White High Visibility Paint (Spacing of lines selected to avoid wheel path)  Raised Pavement Markers (RPM)  Advanced Stop Lines in White Visibility Paint (20 to 50 feet from Crosswalk)  Install an Upgraded audible Countdown Pedestrian push button System (CAMUTCD Section 4E.07) at Every Corner for each Crosswalk Approach with a Pedestrian Push Button
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ATTACHMENT D: Project Map/Plans Showing Existing & Proposed Conditions

LOCATION 7: CENTRAL AVE AT MARY VAN DYKE PARK



 EXISTING CONDITIONS 7 Central Ave at Mary Van Dyke Park ✓ Overhead pedestrian signal ✓ Midblock crosswalk ✓ Faded crosswalk markings ✓ "School Crossing" signage ahead of crosswalk ✓ Non-standard MUTCD "School Crossing" signage at crosswalk ✓ No "STOP Here for Pedestrian" signage ✓ Rumble stripes approaching crosswalk in both directions	PROPOSED CONDITIONS  Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)  Raised Pavement Markers (RPM)  Advanced Stop Lines in White Visibility Paint (20 to 50 feet from Crosswalk)  S1-1 and W16-9P Pedestrian Ahead Signage Approaching the Crosswalk (100 to 200 feet from Crosswalk)  Doubled Sided S1-1 Signage with Downward Facing Arrow on each side, R10-3B and R10-23 Signage on existing pedestrian signal	 R1-5C Stop Here for Pedestrians Sign  Yellow "SLOW SCHOOL XING" Pavement Legend in Highly Reflective Paint (100 to 200 feet from Crosswalk)  Re-paint faded "30" mph Pavement Legend in White High Reflective Paint  Paint curb in red  Remove existing Stop lines and move closer to crosswalk
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ATTACHMENT D: Project Map/Plans Showing Existing & Proposed Conditions

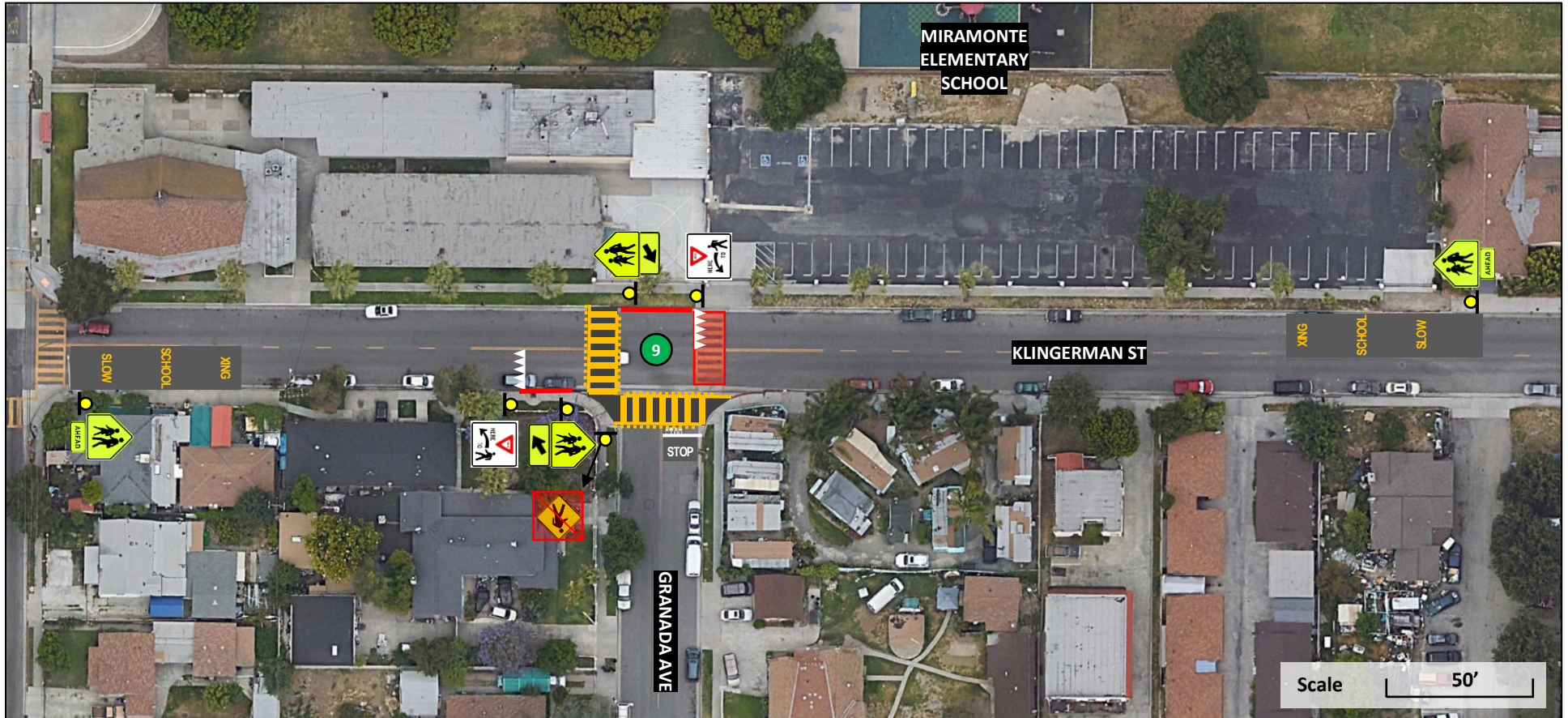
LOCATION 8: SANTA ANITA AVE & SCHMIDT RD



 8 Santa Anita Ave & Schmidt Rd	EXISTING CONDITIONS ✓ STOP Controlled in east and west leg ✓ Uncontrolled in north and south leg ✓ Yellow crosswalk in south leg ✓ Faded crosswalk markings ✓ No "School Crossing Ahead" signage ✓ Non-standard MUTCD "School Crossing" signage ✓ Faded yellow "Slow School Xing" pavement legends ✓ No "STOP Here for Pedestrian" sign ✓ Rumble stripes approaching crosswalk in both directions ✓ 25 mph School Speed Limit Sign	PROPOSED CONDITIONS  Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)  Raised Pavement Markers (RPM)  Advanced Yield Lines in White Visibility Paint (20 to 50 feet from Crosswalk)  S1-1 and W16-9P Pedestrian Ahead Signage Approaching the Crosswalk (100 to 200 feet from Crosswalk)  Solar Powered LED (36x36) Blinking S1-1 Sign (School Crossing) with Rectangular Rapid Flashing Beacon and (24x12) W16-7P Sign (Downward Facing Arrow) with Pedestrian Push Button (All Signs are Double Sided)	 R1-5 Yield Here to Pedestrians Sign  Yellow "SLOW SCHOOL XING" Pavement Legend in Highly Reflective Paint (100 to 200 feet from Crosswalk)  Re-paint faded white "STOP" Pavement Legend and STOP line in High Reflective Paint
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ATTACHMENT D: Project Map/Plans Showing Existing & Proposed Conditions

LOCATION 9: KLINGERMAN ST & GRANADA AVE



EXISTING CONDITIONS

9 Klingerman St & Granada Ave

- ✓ STOP Controlled in south leg
- ✓ Uncontrolled in east and west leg
- ✓ Yellow crosswalk in east leg
- ✓ Faded crosswalk markings
- ✓ No "School Crossing Ahead" signage
- ✓ Non-standard MUTCD "School Crossing" signage
- ✓ Faded Yellow "Slow School Xing" pavement legends
- ✓ No "STOP Here for Pedestrian" signage

PROPOSED CONDITIONS



Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)



Raised Pavement Markers (RPM)



Advanced Yield Lines in White Visibility Paint (20 to 50 feet from Crosswalk)



S1-1 and W16-9P Pedestrian Ahead Signage Approaching the Crosswalk (100 to 200 feet from Crosswalk)



Double Sided S1-1 (36"x36") Signage (School Crosswalk Warning) with Downward Facing Arrow toward the Crosswalk



Remove existing W11-2 sign



R1-5 Yield Here to Pedestrians Sign



Re-paint faded white "STOP" Pavement Legend and STOP line in High Reflective Paint



Remove existing marked crosswalk in west leg so it does not lead to driveway



Paint curb in red



Yellow "SLOW SCHOOL XING" Pavement Legend in Highly Reflective Paint (100 to 200 feet from Crosswalk)

ATTACHMENT D: Project Map/Plans Showing Existing & Proposed Conditions

LOCATION 10: TYLER AVE & FINEVIEW ST



EXISTING CONDITIONS

10 Tyler Ave & Fineview St

- ✓ STOP Controlled in east leg
- ✓ Uncontrolled in north and south leg
- ✓ Yellow crosswalk in south leg
- ✓ Faded crosswalk markings
- ✓ No "Pedestrian Ahead" signage
- ✓ No "Pedestrian Crossing" signage
- ✓ Faded white "School Xing" pavement legends
- ✓ No "STOP Here for Pedestrian" signage
- ✓ 2 lanes in each direction
- ✓ 35 mph posted Speed Limit sign

PROPOSED CONDITIONS



Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)



Raised Pavement Markers (RPM)



Advanced Stop Lines in White Visibility Paint (20 to 50 feet from Crosswalk)



S1-1 and W16-9P Pedestrian Ahead Signage Approaching the Crosswalk (100 to 200 feet from Crosswalk)



Overhead Pedestrian Signal with doubled Sided S1-1 Signage with Downward Facing Arrow on each side, R10-3B and R10-23 Signage on existing pedestrian signal



R1-5C Stop Here for Pedestrians Sign



Yellow "SLOW SCHOOL XING" Pavement Legend in Highly Reflective Paint (100 to 200 feet from Crosswalk)



Re-paint faded white "STOP" Pavement Legend and STOP line in High Reflective Paint



Paint curb in red

ATTACHMENT D: Project Map/Plans Showing Existing & Proposed Conditions

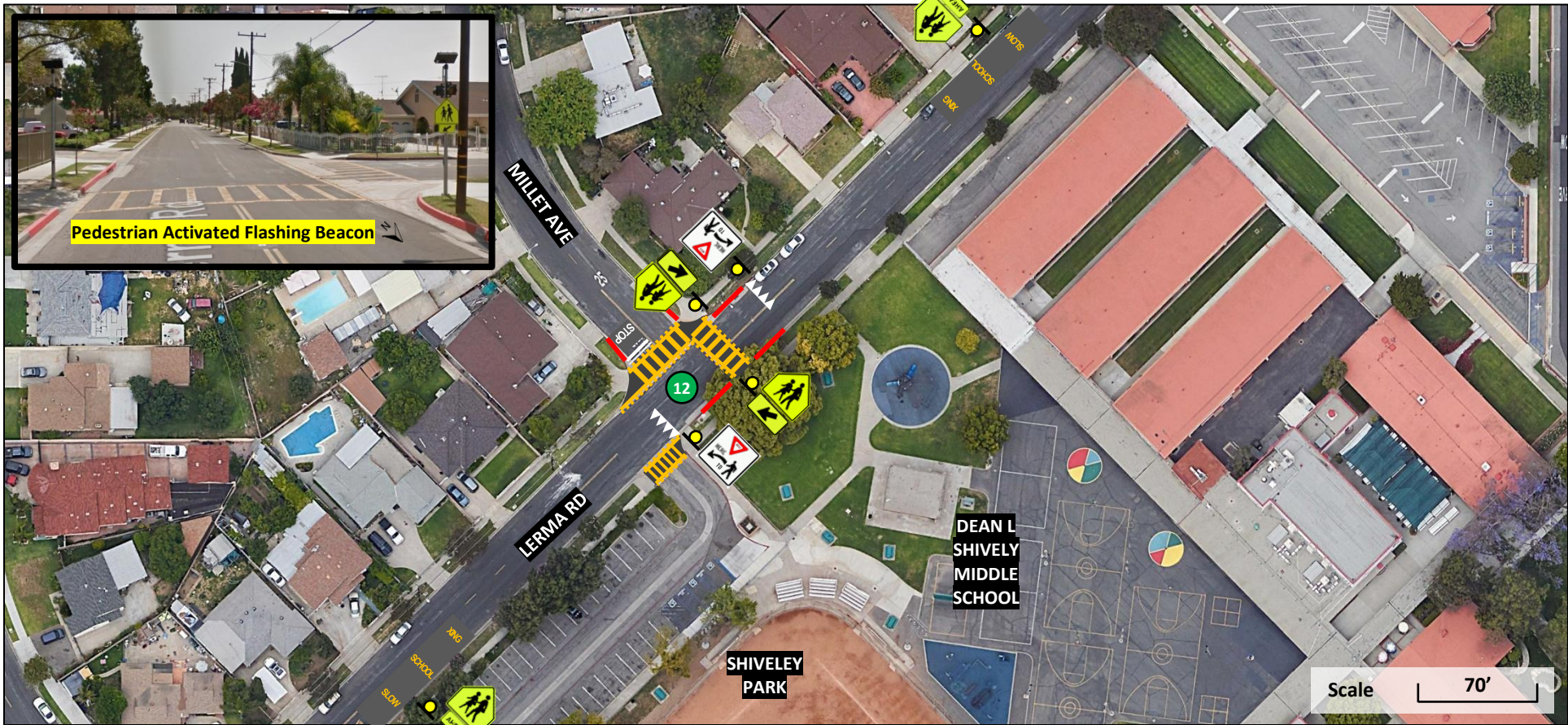
LOCATION 11: STROZIER AVE & LERMA RD



	EXISTING CONDITIONS 11 Strozier Ave & Lerma Rd ✓ All-way STOP Controlled ✓ Yellow crosswalk in north and west legs ✓ Faded crosswalk markings ✓ Non-standard MUTCD "School Crossing" signage at north leg crosswalk	PROPOSED CONDITIONS  Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)  Raised Pavement Markers (RPM)  Re-paint faded white "STOP" Pavement Legend and STOP line in High Reflective Paint  Remove non-standard MUTCD "School Xing" signs  Paint approximately 30-feet of curb in red  Install a Flashing Beacon above an LED Flashing R1-1 STOP sign
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ATTACHMENT D: Project Map/Plans Showing Existing & Proposed Conditions

LOCATION 12: MILLET AVE & LERMA RD





EXISTING CONDITIONS

12 Millet Ave & Lerma Rd

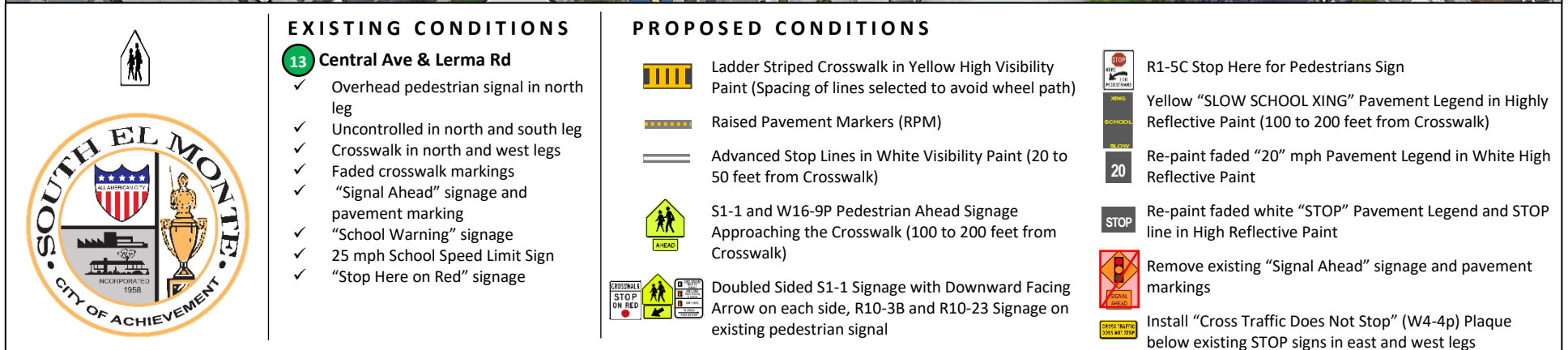
- ✓ STOP Controlled in west leg
- ✓ Uncontrolled in north and south leg
- ✓ Yellow crosswalk in north and west leg
- ✓ Yellow crosswalk across parking lot exit
- ✓ Faded crosswalk markings
- ✓ Non-standard MUTCD "Pedestrian Ahead" signage
- ✓ Pedestrian activated flashing beacon in north leg crosswalk
- ✓ Faded yellow "Slow School Xing" pavement legends
- ✓ No "STOP Here for Pedestrian" signage

PROPOSED CONDITIONS

-  Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)
-  Raised Pavement Markers (RPM)
-  Advanced Yield Lines in White Visibility Paint (20 to 50 feet from Crosswalk)
-  S1-1 and W16-9P Pedestrian Ahead Signage Approaching the Crosswalk (100 to 200 feet from Crosswalk)
-  R1-5 Yield Here to Pedestrians Sign

-  Yellow "SLOW SCHOOL XING" Pavement Legend in Highly Reflective Paint (100 to 200 feet from Crosswalk)
-  Re-paint faded white "STOP" Pavement Legend and STOP line in High Reflective Paint
-  Install Larger (36"x36") Double Sided S1-1 Signage (School Crosswalk Warning) with Downward Facing Arrow toward the Crosswalk on existing Pedestrian Activated Flashing Beacon
-  Paint curb in red

LOCATION 13: CENTRAL AVE & LERMA RD



ATTACHMENT D: Project Map/Plans Showing Existing & Proposed Conditions

LOCATION 14: LIDCOMBE AVE & MICHAEL HUNT DR



	EXISTING CONDITIONS 14 Lidcombe Ave & Michael Hunt Dr ✓ All-way STOP Controlled ✓ Overhead pedestrian signal ✓ Yellow crosswalk in west leg ✓ Faded crosswalk markings ✓ Faded white "STOP AHEAD" pavement legends ✓ "STOP AHEAD" signage ✓ 25 mph School Speed Limit Sign at eastbound and westbound approach ✓ 30 mph Speed Limit sign at eastbound approach	PROPOSED CONDITIONS  Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)  Raised Pavement Markers (RPM)  Re-paint faded white "STOP" Pavement Legend and STOP line in High Reflective Paint  Re-paint faded white "STOP AHEAD" Pavement Legend in High Reflective Paint  Remove existing "PED XING" sign and modify signal to flashing red for a STOP beacon
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ATTACHMENT D: Project Map/Plans Showing Existing & Proposed Conditions

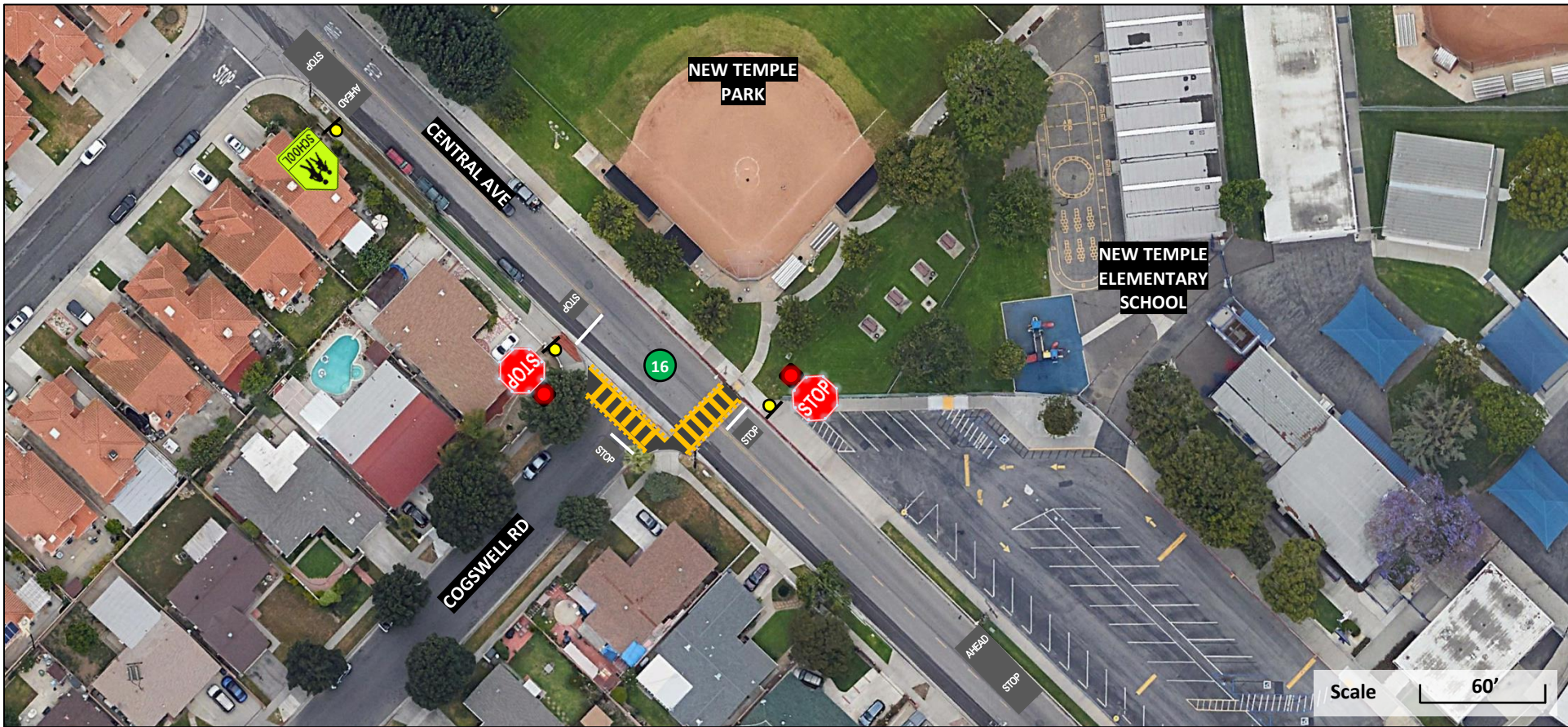
LOCATION 15: LIDCOMBE AVE & CENTRAL AVE



 15 Lidcombe Ave & Central Ave ✓ All-way STOP Controlled ✓ White crosswalk in north and east legs ✓ Faded crosswalk markings ✓ Faded white "PED XING" pavement legends ✓ 25 mph School Speed Limit Sign	EXISTING CONDITIONS	PROPOSED CONDITIONS  Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)  Raised Pavement Markers (RPM)  Re-paint faded white "STOP" Pavement Legend and STOP line in High Reflective Paint  Remove existing "PED XING" Pavement Legends  Install a Flashing Beacon above an LED Flashing R1-1 STOP sign	 White "STOP AHEAD" Pavement Legend in High Reflective Paint
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ATTACHMENT D: Project Map/Plans Showing Existing & Proposed Conditions

LOCATION 16: COGSWELL RD & CENTRAL AVE





EXISTING CONDITIONS

16 Cogswell Rd & Central Ave

- ✓ All-way STOP Controlled
- ✓ Yellow crosswalk in east and south legs
- ✓ Faded crosswalk markings
- ✓ Faded white "STOP AHEAD" pavement legends
- ✓ "STOP AHEAD" signage
- ✓ 25 mph School Speed Limit Sign in EB direction

PROPOSED CONDITIONS

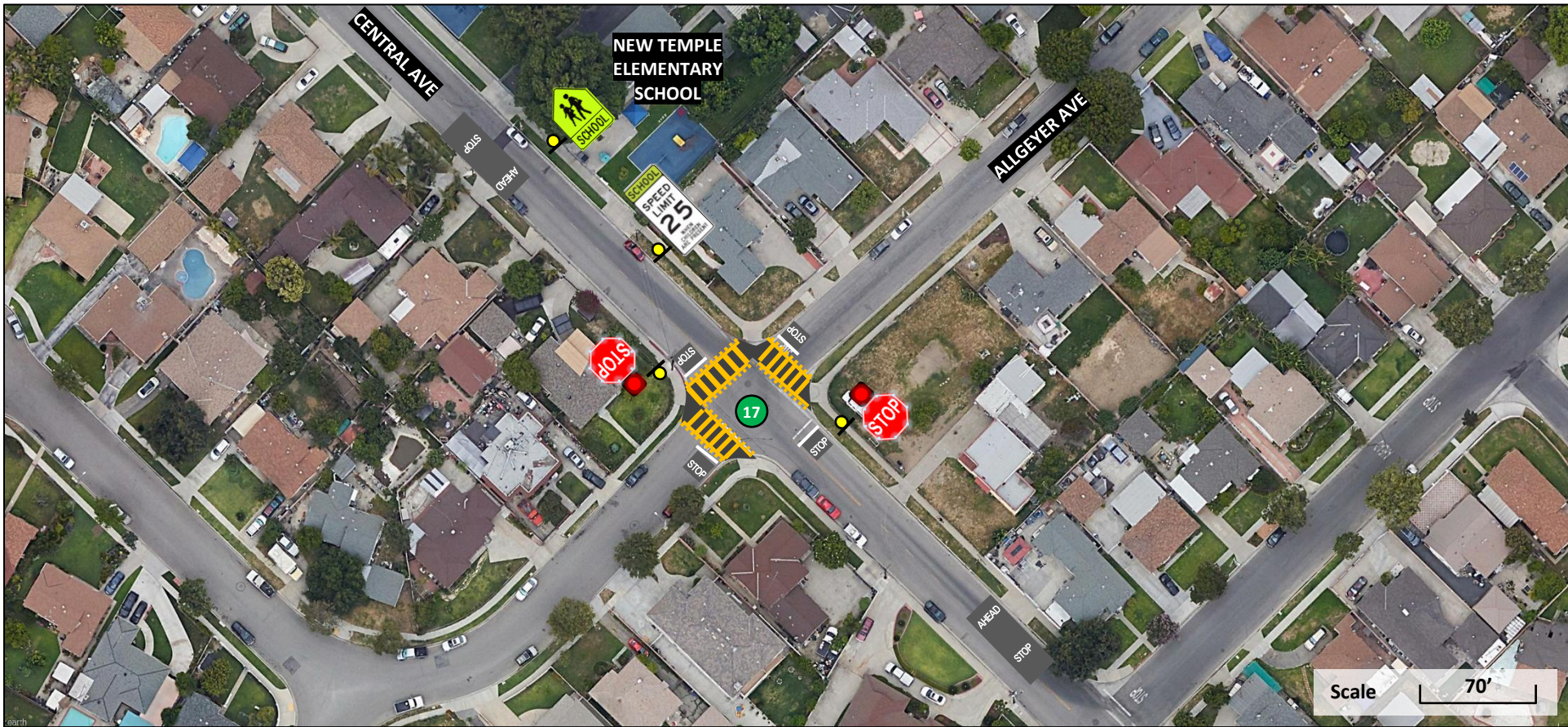
-  Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)
-  Raised Pavement Markers (RPM)
-  Re-paint faded white "STOP" Pavement Legend and STOP line in High Reflective Paint
-  Re-paint faded white "STOP AHEAD" Pavement Legend in High Reflective Paint
-  Re-paint faded white "STOP AHEAD" Pavement Legend in High Reflective Paint

 School Warning Assembly A (CA) (SW24-1) Signage Approaching School

 Install a Flashing Beacon above an LED Flashing R1-1 STOP sign

ATTACHMENT D: Project Map/Plans Showing Existing & Proposed Conditions

LOCATION 17: ALLGEYER AVE & CENTRAL AVE





EXISTING CONDITIONS

17 Allgeyer Ave & Central Ave

- ✓ All-way STOP Controlled
- ✓ Yellow crosswalk in east leg
- ✓ Faded crosswalk markings
- ✓ Faded white “STOP AHEAD” pavement legends
- ✓ “STOP AHEAD” signage

PROPOSED CONDITIONS

-  Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)
-  Raised Pavement Markers (RPM)
-  Re-paint faded white “STOP” Pavement Legend and STOP line in High Reflective Paint
-  Re-paint faded white “STOP AHEAD” Pavement Legend in High Reflective Paint
-  School Warning Assembly A (CA) (SW24-1) Signage approaching School
-  Install a Flashing Beacon above an LED Flashing R1-1 STOP sign
-  School Speed Limit Assembly C (CA) (SR4-1) Signage approaching School

ATTACHMENT D: Project Map/Plans Showing Existing & Proposed Conditions

LOCATION 18: DURFEE AVE & CENTRAL AVE





EXISTING CONDITIONS

18 Durfee Ave & Central Ave

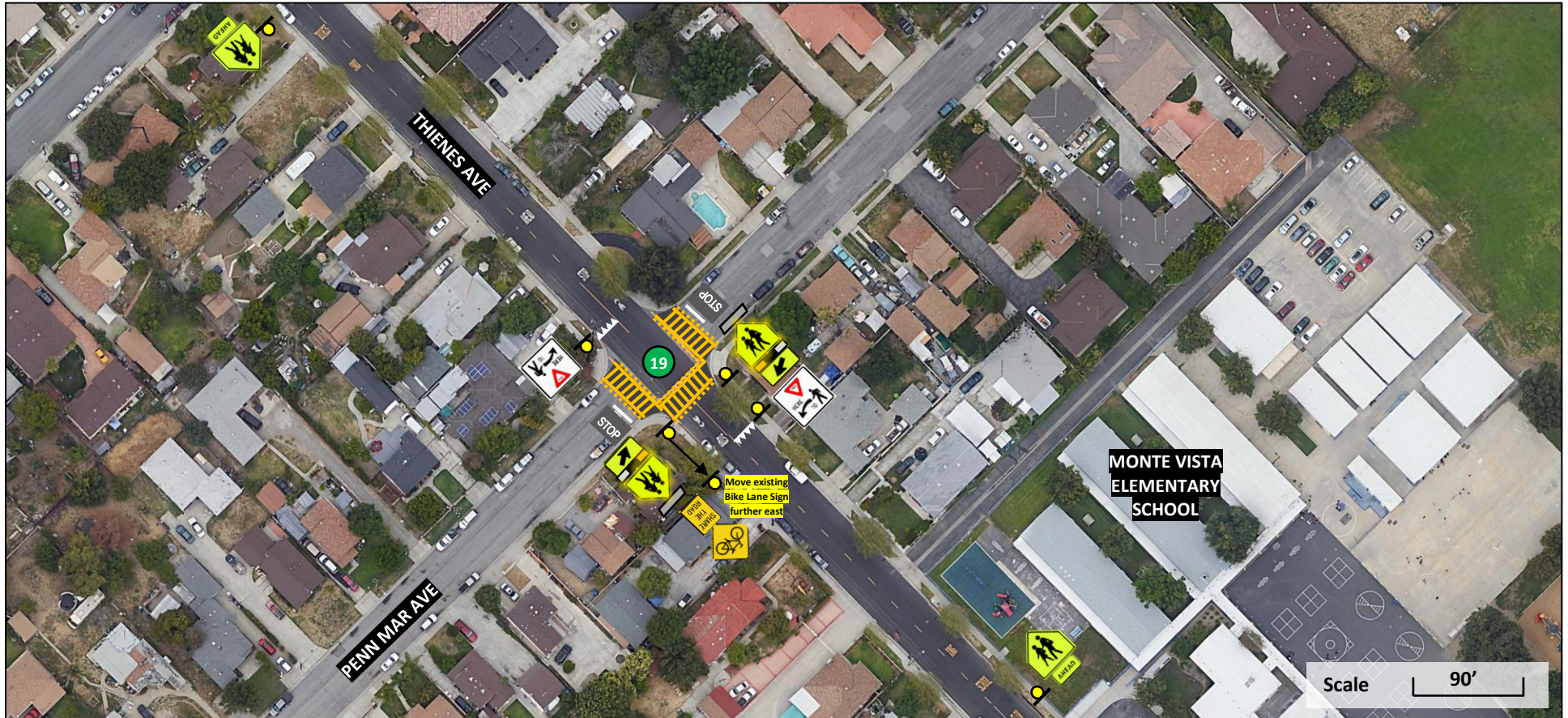
- ✓ All-way STOP Controlled
- ✓ Yellow crosswalk in north leg
- ✓ Faded crosswalk markings
- ✓ Faded white “STOP AHEAD” pavement legend in west leg
- ✓ “STOP AHEAD” signage in south leg

PROPOSED CONDITIONS

-  Ladder Striped Crosswalk in White High Visibility Paint (Spacing of lines selected to avoid wheel path)
-  Raised Pavement Markers (RPM)
-  Re-paint faded white “STOP” Pavement Legend and STOP line in High Reflective Paint
-  Re-paint faded white “STOP AHEAD” Pavement Legend in High Reflective Paint
-  Remove existing crosswalk in north leg that leads to driveway

ATTACHMENT D: Project Map/Plans Showing Existing & Proposed Conditions

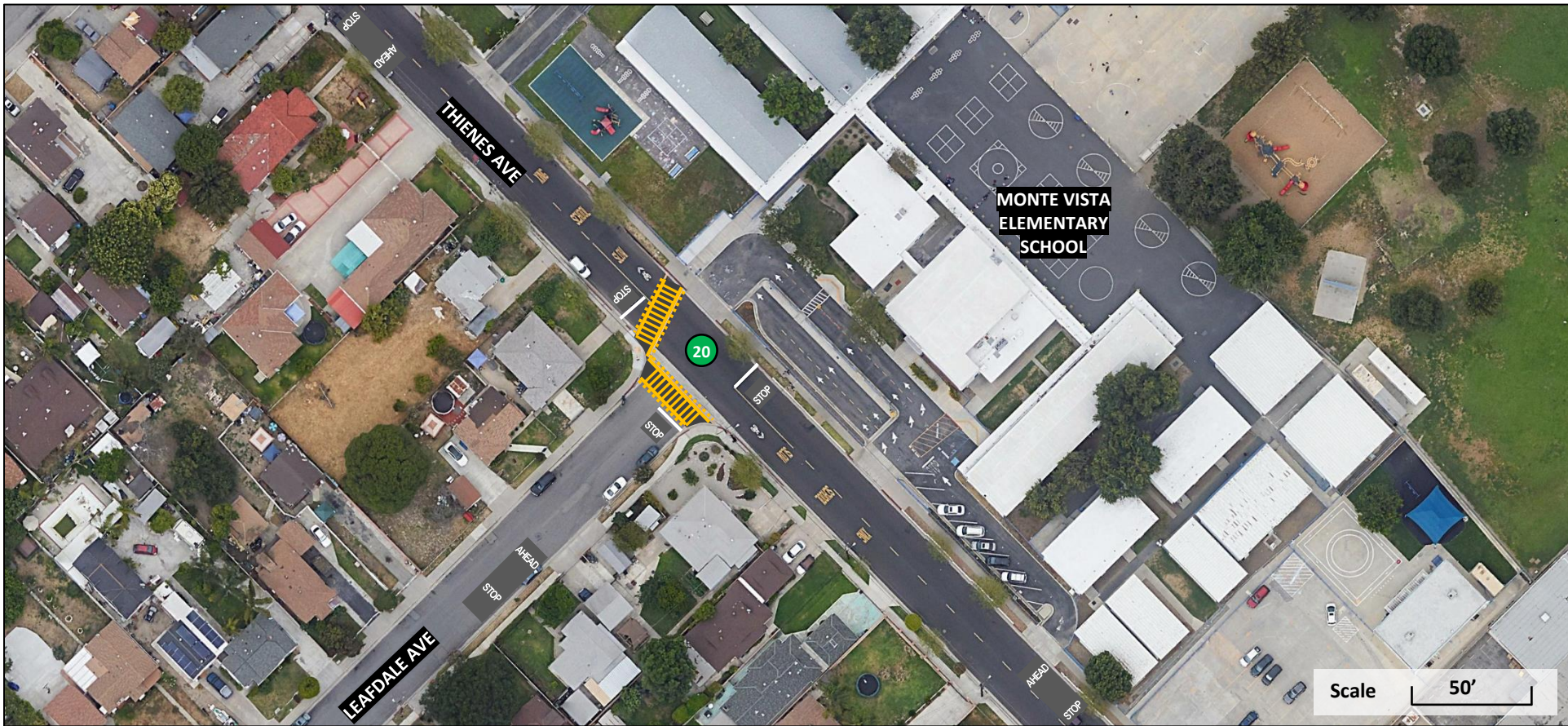
LOCATION 19: PENN MAR AVE & THIENES AVE



	EXISTING CONDITIONS 19 Penn Mar Ave & Thienes Ave ✓ STOP Controlled in the north and south leg ✓ Yellow crosswalk in north, east, and south legs ✓ No "School Crossing Ahead" signage ✓ Non-standard MUTCD "School Crossing" signage ✓ No "STOP Here for Pedestrian" signage ✓ "School Warning" signage ✓ 25 mph School Speed Limit Sign ✓ Shared bike lane signage and pavement markers along Thienes Ave	PROPOSED CONDITIONS  Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)  Raised Pavement Markers (RPM)  Advanced Yield Lines in White Visibility Paint (20 to 50 feet from Crosswalk)  S1-1 and W16-9P Pedestrian Ahead Signage Approaching the Crosswalk (100 to 200 feet from Crosswalk)  Solar Powered LED (36x36) Blinking S1-1 Sign (School Crossing) with Rectangular Rapid Flashing Beacon and (24x12) W16-7P Sign (Downward Facing Arrow) with Pedestrian Push Button (All Signs are Double Sided)	 R1-5 Yield Here to Pedestrians Sign  Re-paint faded white "STOP" Pavement Legend and STOP line in High Reflective Paint  Move existing "Bicycle Lane Share the Road" sign further east
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ATTACHMENT D: Project Map/Plans Showing Existing & Proposed Conditions

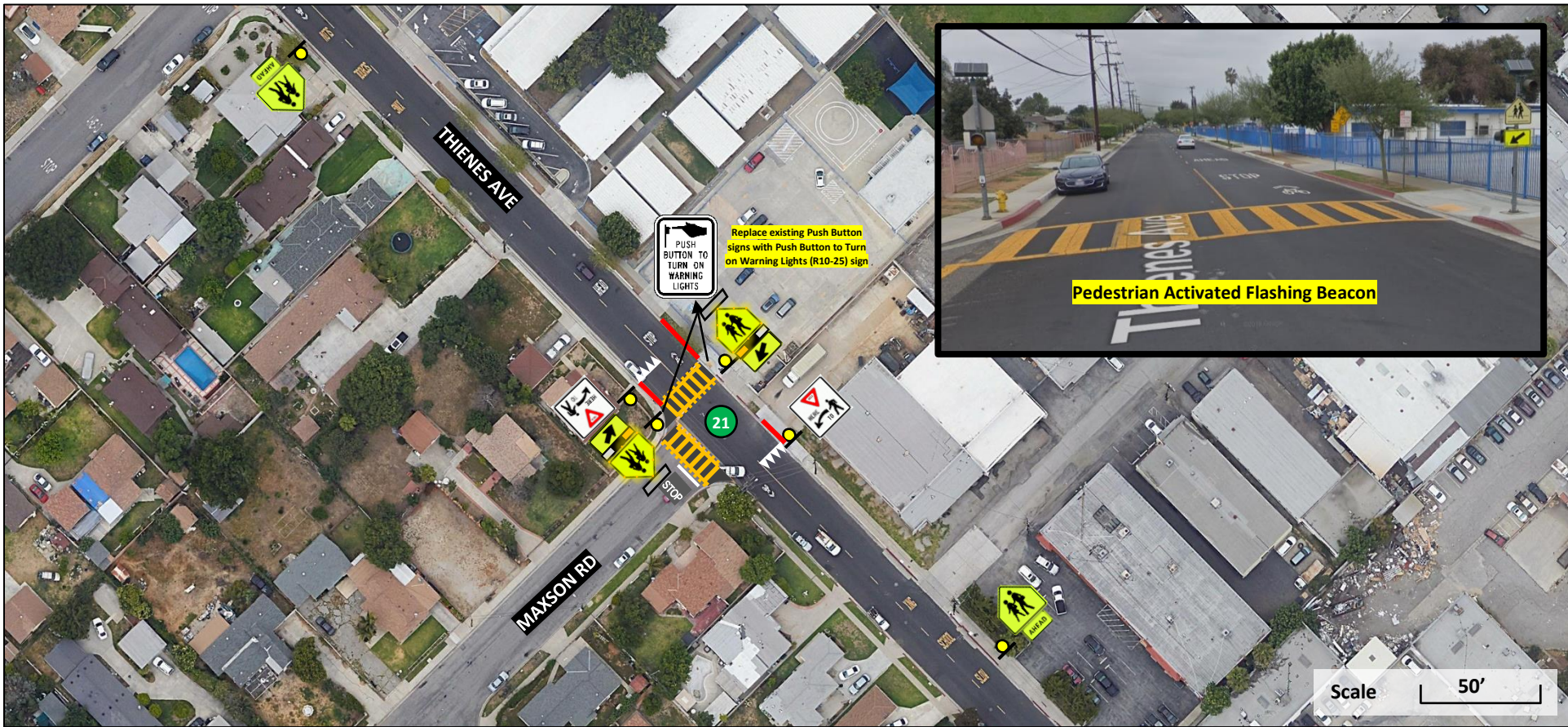
LOCATION 20: LEAFDALE AVE & THIENES AVE



 	EXISTING CONDITIONS 20 Leafdale Ave & Thienes Ave ✓ All-way STOP Controlled ✓ Yellow crosswalk in west and south legs ✓ Faded crosswalk markings ✓ Faded white "STOP AHEAD" pavement legends ✓ "STOP AHEAD" signage in south leg ✓ All-way STOP Controlled ✓ Shared bike lane signage and pavement markers along Thienes Ave	PROPOSED CONDITIONS  Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)  Raised Pavement Markers (RPM)  Re-paint faded white "STOP" Pavement Legend and STOP line in High Reflective Paint  Re-paint faded white "STOP AHEAD" Pavement Legend in High Reflective Paint
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ATTACHMENT D: Project Map/Plans Showing Existing & Proposed Conditions

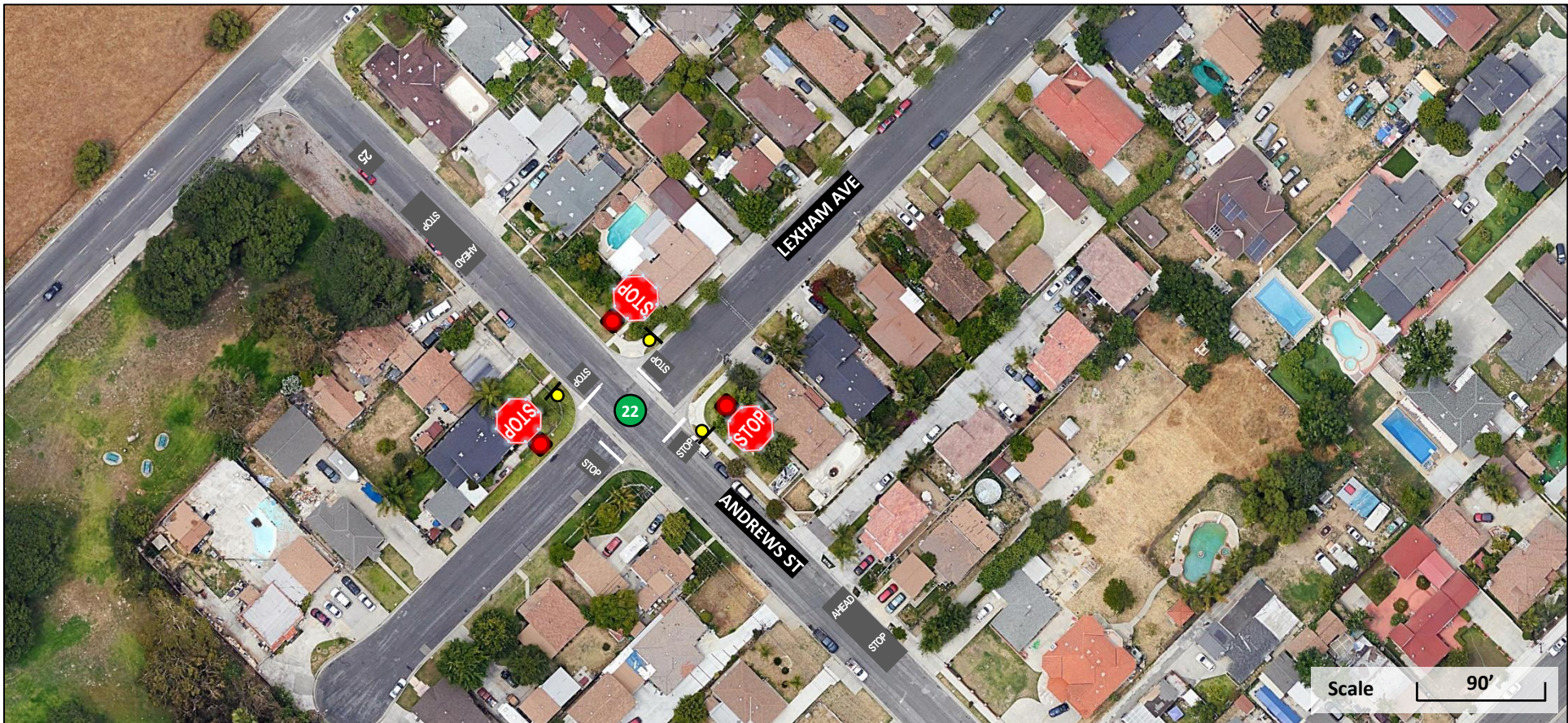
LOCATION 21: MAXSON RD & THIENES AVE



	EXISTING CONDITIONS	PROPOSED CONDITIONS	 R1-5 Yield Here to Pedestrians Sign  Re-paint faded white "STOP" Pavement Legend and STOP line in High Reflective Paint  Replace existing Push Button signs with Push Button to Turn on Warning Lights (R10-25) sign  Paint curb in red
	 Maxson Rd & Thienes Ave ✓ STOP Controlled in south leg ✓ Uncontrolled in east and west leg ✓ Yellow crosswalk in south and west leg ✓ Non-standard MUTCD "School Crossing" signage ✓ No "Pedestrian Ahead" signage ✓ Pedestrian activated flashing beacon in west leg crosswalk ✓ No "STOP Here for Pedestrian" signage	 Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)  Raised Pavement Markers (RPM)  Advanced Yield Lines in White Visibility Paint (20 to 50 feet from Crosswalk)  S1-1 and W16-9P Pedestrian Ahead Signage Approaching the Crosswalk (100 to 200 feet from Crosswalk)  Replace existing nonconforming Pedestrian Activated Flashing Beacon with Solar Powered LED (36x36) Blinking S1-1 Sign (School Crossing) with Rectangular Rapid Flashing Beacon and (24x12) W16-7P Sign (Downward Facing Arrow) (All Signs are Double Sided)	

ATTACHMENT D: Project Map/Plans Showing Existing & Proposed Conditions

LOCATION 22: LEXHAM AVE & ANDREWS ST



EXISTING CONDITIONS

- 22 Lexham Ave & Andrews St
- ✓ STOP Controlled in the east and west legs
 - ✓ Faded white "STOP AHEAD" pavement legend in east and west legs
 - ✓ "STOP AHEAD" signage in east and west legs
 - ✓ 25 mph Speed Limit sign and "25" pavement legend in west leg

PROPOSED CONDITIONS

-  Install a Flashing Beacon above an LED Flashing R1-1 STOP sign on Andrew St and SB on Lexham Ave
-  Re-paint faded white "STOP" Pavement Legend and STOP line in High Reflective Paint and paint new "STOP" pavement legends and STOP line in all legs
-  Re-paint faded white "STOP AHEAD" Pavement Legend in High Reflective Paint
-  Re-paint faded white "25" mph pavement legend in High Reflective Paint

ATTACHMENT D: Project Map/Plans Showing Existing & Proposed Conditions

LOCATION 23: FARMER AVE & SOUTH EL MONTE HIGH SCHOOL





EXISTING CONDITIONS

23 Farmer Ave & South El Monte High

- ✓ Midblock uncontrolled yellow ladder crosswalk
- ✓ Faded crosswalk markings
- ✓ No "Pedestrian Ahead" signage
- ✓ No "School Crossing" signage at crosswalk
- ✓ No "STOP Here for Pedestrian" signage

PROPOSED CONDITIONS

-  Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)
-  Raised Pavement Markers (RPM)
-  Advanced Yield Lines in White Visibility Paint (20 to 50 feet from Crosswalk)
-  S1-1 and W16-9P Pedestrian Ahead Signage Approaching the Crosswalk (100 to 200 feet from Crosswalk)
-  Solar Powered LED (36x36) Blinking S1-1 Sign (School Crossing) with Rectangular Rapid Flashing Beacon and (24x12) W16-7P Sign (Downward Facing Arrow) with Pedestrian Push Button (All Signs are Double Sided)



R1-5 Yield Here to Pedestrians Sign



Yellow "SLOW SCHOOL XING" Pavement Legend in Highly Reflective Paint (100 to 200 feet from Crosswalk)



Paint curb in red



City Council Agenda Report

Agenda Item No. 7.e.

DATE: September 24, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: CONSIDERATION FOR AUTHORIZATION OF RESOLUTION NO. 24-225 AWARDING A PROFESSIONAL SERVICES AGREEMENT TO THE SAN GABRIEL VALLEY CONSERVATION AND SERVICE CORPS FOR TREE PLANTING SERVICES

SUMMARY: Staff seeks City Council approval to award a Professional Services Agreement to the San Gabriel Valley Conservation Corps (SGVCC) for Tree Planting Services.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-225 approving a professional services agreement with San Gabriel Valley Conservation Corps to plant 133 trees, as part of its youth job training program, for the Merced Avenue Greenway South Project; and
2. Authorize the City Manager or designee to negotiate and execute the agreement.

FISCAL/FINANCIAL IMPACT: The total contract amount for tree planting services will not exceed \$46,538. This not-to-exceed cost is within the approved project budget and will be funded through the following source:

Phase I: Merced South (Construction)	
Rivers and Mountains Conservancy Grant	\$731,720

DISCUSSION: On July 23, 2019, the City Council approved the application for and if awarded, the receipt and management of grant funds from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68), as administered by the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) grant program for the Merced Avenue Greenway Project. As part of the grant application, the City included a Youth Employment Plan, which identified that the planting of the project's 15-gallon trees along both sides of Merced Avenue would be completed by at-risk youth. The California Conservation Corps and Certified Community

Conservation Corps Consultation process as part of the grant application further identified the City's intention to hire the San Gabriel Valley Conservation and Service Corps to complete this portion of the project.

On November 2, 2021, the City entered into grant agreement RMC21012 with the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy in the amount of \$731,720 funded by Proposition 68 for the Merced Avenue Greenway project to compete eligible construction activities. Within the Grant scope and budget there is a requirement for the City to contract with the San Gabriel Valley Conservation and Service Corps to provide labor to plant trees as part of the project.

The mission of SGVCC is to develop and transform disadvantaged youth in the San Gabriel Valley by providing academic, vocational, and leadership development while also employing them to provide valuable services to improve their communities and the natural environment. SGVCC is an intensive program that helps disadvantaged youth develop the motivation, self-confidence, work skills, and education necessary to take advantage of an opportunity to succeed in life. Guided by adult leaders, who serve as mentors, role models, technical trainers and supervisors, SGVCC participants work in small crews to improve and beautify our local communities.

Following a site walk and review of the planting plans and specifications, SGVCC submitted a proposal and budget (Exhibit A), signed on September 3, 2024, to plant 133 15-gallon trees for the Merced Avenue Greenway project. Crews will consist of at least one (1) crew supervisor and four (4) corps members per day. SGVCC crews will be responsible for planting, staking, mulching, and initial watering of all trees along both sides of the 0.65-mile stretch of Merced Avenue. SGVCC will also provide all necessary tools for planting the 133 trees.

SGVCC will provide labor and planting equipment and will otherwise depend on the city and/or city's contractor for the following:

- Initiate dig alert, as required.
- Provide all supplies required for successful tree planting and improved survival rate; which may include but is not limited to: all trees, tree stakes, amendments, fertilizer tabs, mulch is by city's contractor.
- Provide access to water for tree watering. If not accessible, SGVCC can provide a watering trailer at an additional cost.
- Provide initial training with landscape architect to provide insight on planting/project standards.
- Place trees at their planting location and/or install a wooden stake directly over the proposed planting site. Contractor or city representative will transport agreed to quantity of trees to be planted daily to the site and position where they are to be planted and their location in the planter shall be marked for the SGVCC crew to follow. Coordination will be daily between the SGVCC and City Rep.
- Sign-off on any planting changes due to unforeseen circumstances such as poor placement or obstructions.
- Provide printed site plans and number the trees for project coordination and efficiency.
- Coordinate regularly with SGVCC.
- Provide on-the-job training opportunities.

Schedule to complete the planting is anticipated to be between 4 and 6 weeks from the first day of on-site work.

Staff recommends that the City Council approve a Professional Services Agreement to the San Gabriel Valley Conservation Corps (SGVCC) for Tree Planting Services in a not-to-exceed amount of \$46,538 and authorize the City Manager or designee to execute the agreement.

ATTACHMENT(S):

- A. Resolution No. 24-225
- B. Agreement for Tree Planting Services
- C. Proposal for Merced Avenue Greenway Tree Planting Project

ATTACHMENT A

RESOLUTION NO. 24-225

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AWARDING A PROFESSIONAL SERVICES AGREEMENT TO THE SAN GABRIEL VALLEY CONSERVATION AND SERVICE CORPS FOR TREE PLANTING SERVICES

WHEREAS, on July 23, 2019, the City Council approved the application for and, if awarded, receipt and management of Proposition 68 grant funds as administered by the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (“RMC”) for the implementation of the Merced Avenue Greenway project; and

WHEREAS, the City when applying for the RMC grant included, as required by the grant program, a youth employment plan and consultation with California Conservation and Service Corps and/or Local Corps to complete the scope of work for the project; and

WHEREAS, the submitted grant application form and youth employment plan specifically expressed the intent of the City to contract with the San Gabriel Valley Conservation and Service Corps to provide tree planting labor for the Merced Avenue Greenway project; and

WHEREAS, the City, on November 2, 2021, accepted and executed the RMC grant agreement (RMC21012) for an amount of \$721,720; and

WHEREAS, the City and San Gabriel Valley Conservation and Service Corps desire to enter into a contract for tree planting services to be in compliance with the RMC grant.

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

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

SECTION 3: The City Council hereby authorizes the City Manager, or his designee, to take all actions necessary to effectuate and execute a professional services agreement with San Gabriel Valley Conservation and Service Corps in the amount of \$46,538, subject to the approval by the City Attorney as to form.

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

PASSED, APPROVED AND ADOPTED this 24th day of September 2024.

Gloria Olmos, Mayor

ATTEST:

Sabrina Muhne, Interim City Clerk

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

I, Sabrina Muhne, Interim City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-225, 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 24th day of September 2024, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sabrina Muhne, Interim City Clerk

ATTACHMENT B

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

SAN GABRIEL VALLEY CONSERVATION AND SERVICE CORPS.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
SAN GABRIEL VALLEY CONSERVATION AND SERVICE CORPS.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 24th day of September, 2024 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation (“City”) and SAN GABRIEL VALLEY CONSERVATION AND SERVICE CORPS., a California nonprofit corporation (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

A. The City desires to retain Consultant, on an independent contractor basis, to perform tree planting services, as more particularly described below.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of South El Monte Municipal Code section 3.16.120(D), City has authority to enter into and execute this Agreement.

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Forty Six Thousand Five Hundred and Thirty-Eight Dollars (\$46,538.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding Six (6) weeks from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”). The City may, in its sole discretion, extend the Term for additional weeks, as needed.

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:

Norma Quiñones

Executive Director

(Name)

(Title)

Rene Jiminez

Associate Director

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if

circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary

provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of \$500 (FIVE Hundred Dollars) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

7.8 Termination Prior to Expiration of Term.

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

7.9 Termination for Default of Consultant.

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

7.10 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

SAN GABRIEL VALLEY CONSERVATION
AND SERVICE CORPS., a California nonprofit
corporation

By: _____
Name: Norma Quiñones
Title: Executive Director

By: _____
Name: Rene Jiminez
Title: Associate Director

Address: 10900 Mulhall Ave.
El Monte, CA 91731

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE OR TYPE OF DOCUMENT

TITLE(S)

☐

PARTNER(S) ☐ LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE OR TYPE OF DOCUMENT

TITLE(S)

☐

PARTNER(S) ☐ LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

III. Consultant will perform the following Services:

- A. Plant 133 15-gallon trees at the project site. (All Trees and related materials to be provided by the Contractor and/or City)
- B. Provide initial watering in of the tree at time of planting. Access to water at planting area to be provided; otherwise, SGVCC can provide a water truck for an additional fee.
- C. The Consultant’s full scope of work, assumptions, and exclusions is attached as Exhibit A-1.

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

- A. 133 15-gallon trees.

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

- A. Weekly status reports on the progress of work being performed.

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

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

- A. 1 Crew Supervisor
- B. 4 Corps Members

EXHIBIT “A-1”

CONSULTANT’S FULL SCOPE OF WORK, ASSUMPTIONS, AND EXCLUSIONS

(Please see attached)

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

None.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

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

	RATE
A. General Labor	\$43,822
B. Operational Expenses	\$500
C. Incidentals	\$2,216
Total	\$46,538

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

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

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

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

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

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

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

		<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Task A	<u>6 weeks</u>	Complete the work within six weeks from the first day on site. The start date and schedule will be determined in consultation with the City and aligned with the General Contractor's timeline.

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

A. 133 15-gallon trees—Six (6) weeks from start date

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

ATTACHMENT C
EXHIBIT A: Proposal and Budget

**South El Monte
Merced Avenue Greenway
Tree Planting Project**



Prepared by:
San Gabriel Valley Conservation Corps
10900 Mulhall St.
El Monte, CA 91731

1. Background

The mission of the San Gabriel Valley Conservation Corps (SGVCC) is to develop and transform disadvantaged youth in the San Gabriel Valley by providing academic, vocational, and leadership development while also employing them to provide valuable services to improve their communities and the natural environment. For over 20 years, SGVCC has provided valuable services to youth, disadvantaged communities, and our environment. These services include paid job training, case management, and educational opportunities for youth to earn a high school diploma.

While in the job readiness program, youth participate in a variety of environmental/conservation projects that enhances and beautifies our surrounding San Gabriel Mountains and local green space. These projects require hard work and focused effort that builds self-efficacy and confidence amongst our participants over the length of the program. This powerful combination of skill enhancement while also benefiting our environment and communities creates a unique and rewarding experience for youth. Program participants get paid an hourly wage to train and carry out projects.

SGVCC is an innovative employment social enterprise dedicated to creating impactful opportunities for individuals facing barriers to employment. Through our transitional job training programs, we offer participants a supportive environment to develop essential skills and gain valuable work experience. Our pricing model reflects our commitment to both social impact and sustainable business practices. By investing in our services, businesses not only receive quality products and services but also contribute to meaningful social change.

The SGVCC main headquarters is located at the Jeff Seymour Family Center in the city of El Monte and will function as the main headquarters for the duration of the project. If you have any questions, please feel free to reach out to me at (626) 655-0015.

Norma Quiñones,
Executive Director

2. Scope of Work

The South El Monte Merced Avenue Greenway Tree Planting Project consists of planting 133 trees along both east and west right-of-ways along Merced Avenue. The proposed scope of work includes the timeline, work plan, and project budget.

2.1 Timeline

The proposed project timeline will be three to six weeks after city approval and execution of the project contract.

2.2 Work Plan

2.2.1 Summary

The San Gabriel Valley Conservation will plant a total of 133 trees no larger than 15 gallons on Merced Avenue over a stretch of .65 miles on both right of ways. Crews will be composed of at least (1) crew supervisor and (4) corpsmembers per day. SGVCC crews will be tasked with planting, staking, mulching, and initial watering of all trees planted along Merced Avenue. SGVCC will provide all tools necessary to effectively plant 133 trees.

2.2.2 SGVCC Daily Schedule

SGVCC conducts training and environmental projects Monday through Friday, from 7:00 AM to 3:30 PM. Crews spend the first and last 20-30 minutes of each day gathering tools, water, and equipment, as well as stretching and reviewing safety instructions. They are then transported to project sites using SGVCC vehicles.

2.2.3 Project Expectations

SGVCC will depend on the project manager/ contractor for the following:

- Initiate dig alert as required.
- Provide all supplies required for successful tree planting and improved survival rate.
- Provide access to water for tree watering. If not accessible, SGVCC can provide a watering trailer at an additional cost.
- Provide initial training with landscape architect to provide insight on planting/ project standards.

- Place trees on their planting location or install a wooden stake directly over the proposed planting site.
- Sign-off on any planting changes due to unforeseen circumstances such as poor placement or obstructions.
- Provide printed site plans and number the trees for project coordination and efficiency.
- Coordinate regularly with SGVCC.
- Provide on-the-job training opportunities.

2.3 Project Budget

Proposed program budgets shall be included with the bid submission as “Attachment A”.

The prices included in “Attachment A” include incidental and appurtenant work and materials necessary for satisfactory completion of the project. In the case of discrepancies between words and figures, the words shall govern.

3. SCHEDULE OF PRICES

The undersigned hereby proposes and agrees to furnish all of the labor, tools, transportation, and services related to the South El Monte Merced Avenue Greenway Tree Planting Project.

Category #1 – General Labor Rate (all inclusive)

\$ 43,822

Category #2 – Operational Expenses

\$500

Category #3 – Incidental (maximum 10% of total direct costs)

\$2,216

Total: \$46,538

9/3/2024

DATE

Norma Quinones

PROPOSER

By: Norma Quinones
Executive Director

TITLE



City Council Agenda Report

Agenda Item No. 9.a.

DATE: September 24, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Iyob Tessema, Director of Human Resources & Risk Management, Masami Higa, Director of Finance

SUBJECT: CONSIDERATION AND APPROVAL OF ORDINANCE NO. 1276, AMENDING CHAPTER 2.04 OF TITLE 2 OF THE SOUTH EL MONTE MUNICIPAL CODE REGARDING COMPENSATION OF MAYOR AND COUNCILMEMBERS

SUMMARY: California Government Code Section 36516(a)(4) provides that cities may increase the salary of councilmembers five percent (5%) for each calendar year from the operative date of the last adjustment. The proposed amendment for the change in salary shall become effective when one or more councilmembers commences a new term on or about December 10, 2024.

RECOMMENDED ACTION: Staff recommends City Council waive first reading and introduce Ordinance No. 1276, regarding the compensation of Councilmembers pursuant to California Government Code section 36516.

FISCAL/FINANCIAL IMPACT: The last adjustment was adopted for calendar year 2022. The current adjustment is for calendar years 2023 and 2024, or two years for a total of 10%, until the next election cycle. Councilmembers currently receive a monthly salary of \$1,133. \$1,133 increased by 10% is \$1,247, or an increase of \$114. The fiscal impact is \$6,840 calculated as follows:
 $\$114 \times 12 \text{ months} \times 5 \text{ councilmember} = \$6,840$.

DISCUSSION: California Government Code Section 36516(a)(4) provides that cities may increase the salary of councilmembers five (5) percent for each calendar year from the operative date of the last adjustment. Further, California Government Code Section 36516.5 allows for an increase in compensation for the entirety of the Council "whenever one or more members of the city council becomes eligible for a salary increase by virtue of the council member beginning a new term of office." The new term of office for newly elected council members (after the November election) will begin on December 10, 2024.

In the past few COVID years, inflation has caused the cost of goods and services to rise,

affecting the lives of all employees, including elected officials.

California Government Code section 35616 explains that an ordinance increasing the salary of councilmembers must occur in open session during at least two (2) council meetings. Accordingly, staff is bringing this item before City Council for consideration and discussion during this first open session.

Please be advised that the last adjustment occurred on September 13, 2022, with the adoption of Ordinance No. 1259.

ATTACHMENT(S):

A. Ordinance No. 1276

ORDINANCE NO. 1276

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE
REGARDING COMPENSATION OF COUNCILMEMBERS
AND AMENDING THE SOUTH EL MONTE MUNICIPAL
CODE

RECITALS

A. California Government Code Section 36516(a)(4) provides that cities may increase the salary of councilmembers five percent for each calendar year from the operative date of the last adjustment.

B. California Government Code Section 36516.5 allows for an increase in compensation for the entirety of the Council "whenever one or more members of the city council becomes eligible for a salary increase by virtue of the council member beginning a new term of office." The new term of office for newly elected council members (after the November election) will begin on December 10, 2024.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE
DOES HEREBY ORDAIN AS FOLLOWS:**

SECTION 1: The Council hereby deletes and replaces in its entirety Subsection B of Section 2.04.160 of Chapter 2.04 (City Council) of Title 2 (Administration and Personnel) of the South El Monte Municipal Code relating to councilmember salary to read as follows:

"B. Effective on or about December 10, 2024, the monthly salary for each member of the city council shall be one thousand-two-hundred forty-seven dollars."

SECTION 2: The change in salary shall become effective when one or more councilmembers commences a new term on or about December 10, 2024.

SECTION 3: The Interim City Clerk shall attest and certify to the passage and adoption of the Ordinance.

PASSED, APPROVED AND ADOPTED this _____ day of _____ 2024.

Gloria Olmos, Mayor

ATTEST:

Sabrina Muhne, Interim 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, Sabrina Muhne, Interim City Clerk of the City of South El Monte, do hereby certify that the foregoing Ordinance, being Ordinance No. 1276, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on _____ day of _____ 2024, by the following vote:

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

Sabrina Muhne, Interim City Clerk



City Council Agenda Report

Agenda Item No. 9.b.

DATE: September 24, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Iyob Tessema, Director of Human Resources & Risk Management, Masami Higa, Director of Finance

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-226, APPROVING COST OF LIVING ADJUSTMENTS FOR JOB CLASSIFICATIONS NOT SUBJECT TO A MEMORANDUM OF UNDERSTANDING

SUMMARY: Inflation affects the cost of living for employees. Most government agencies, including federal, states, counties, and others, such as pensions, recognize this economic reality and provide cost of living adjustments (COLAs) for their employees. For retirees, Social Security and CalPers provide COLAs so that retirees can also retain their purchasing power as inflation increases.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 24-226, approving cost of living adjustments of 5% for the City's executive and part-time non-represented employees for FY 2024-25, FY 2025-26, and FY 2026-27.

FISCAL/FINANCIAL IMPACT: Based on a 5% COLA for non-represented employees, the estimated fiscal impact would be \$109,007 for FY 2024-25, which has been included in the tentative budget adopted by Resolution No. 24-192 adopted June 11, 2024, and amended budget adopted September 10, 2024 by Resolution No. 24-221. The estimated fiscal impact for the following two fiscal years would be approximately 5% higher than that—\$114,458 for FY 2025-26, and \$120,181 for FY 2026-27, which has been included in the 5-year financial forecasts.

DISCUSSION: Over the past three years, the budgets and the five-year financial forecasts included COLAs for all employees, but COLAs were only adopted for SEMEA and SEMEMTA members when the Memorandum of Understandings (MOUs) were adopted.

The FY 2024-25 budget includes 93.75 Full-Time Equivalent (FTE) with part-time positions accounting for 0.5 FTE or 0.25 FTE, depending on position (for example, 0.5 FTE for Recreation Leaders but 0.25 FTE for Crossing Guards). Of the 93.75 FTE, 57.00 FTE are represented (SEMEA or SEMEMTA), but 36.75 FTE are not (39.2%), consisting

of non-represented employees.

For many years, merit step increases were the primary means for non-represented employees to retain their purchasing power as inflation increased. At times, certain positions were reclassified, or studies were conducted to adjust certain positions' salary scale, but no employees could retain their purchasing power in an equal manner.

For example, if inflation was 3% per year, after 10 years, there would be a 30% difference in the employees' purchasing power without COLAs. For example, for CalPers, COLAs are legally required so that retirees do not face such hardships. In recent years, especially post-COVID, inflation has been significant for all employees.

Accordingly, staff recommends that City Council adopt a resolution approving COLAs for the City's executive and part-time non-represented employees. The COLAs proposed would be in the amount of 5% for each of the next three fiscal years (FY 2024-25, FY 2025-26, and FY 2026-27). Five percent is proposed because within the past few COVID years, inflation has caused the cost of goods and services to rise, affecting the lives of all employees, including executive and part-time non-represented employees.

Further, staff recommends the Council authorize the City's City Manager to provide compensation to the City's non-represented executive employees consistent with the pay ranges set forth in Exhibit A, and to enter into contract amendments with the City's non-represented executive employees to effectuate the same.

ATTACHMENT(S):

- A. Resolution No. 24-226
- B. Exhibit A to Resolution No. 24-226

ATTACHMENT A

RESOLUTION NO. 24-226

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL, CALIFORNIA, APPROVING COST OF LIVING ADJUSTMENTS FOR NON-REPRESENTED EXECUTIVE AND PART-TIME EMPLOYEES

WHEREAS, Section 36506 of the California Government Code requires that the City Council of the City fix compensation of all appointive officers and employees by resolution or ordinance; and

WHEREAS, the City Council desires to approve a 5% COLA for non-represented executive employees for Fiscal Years 2024–25; 2025–26; and 2026–27 and update the pay schedule for these positions accordingly; and

WHEREAS, the City Council also desires to approve a 5% COLA for non-represented part-time employees to reflect a 5% COLA increase for Fiscal Years 2024–25; 2025–26; and 2026–27 and update the pay schedule for these positions accordingly.

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

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

Section 2. The City Council of the City approves a 5% cost of living adjustment (COLA) for the City's non-represented executive employees and non-represented part-time employees for Fiscal Years 2024–25, 2025–26, and 2026–27, as reflected in the pay schedule attached hereto as Exhibit A. The pay schedule attached hereto as Exhibit A is adopted and shall be effective July 1, 2024.

Section 3. The City Council authorizes the City's City Manager to provide compensation to the City's non-represented executive employees consistent with the pay ranges set forth in Exhibit A, and to enter into contract amendments with the City's non-represented executive employees to effectuate the same.

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

PASSED, APPROVED AND ADOPTED this 24th day of September 2024.

Gloria Olmos, Mayor

ATTEST:

Sabrina Muhne, Interim City Clerk

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

I, Sabrina Muhne, Interim City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-226, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 24th day of September 2024, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sabrina Muhne, Interim City Clerk

ATTACHMENT B

City of South El Monte
Monthly Salary Schedules for Executives (Non-Represented)
Period: July 1, 2024 - June 30, 2025

Job Title	Step A	Step B	Step C	Step D	Step E
Deputy City Manager	10,841	11,383	11,952	12,550	13,177
City Clerk	10,500	11,025	11,576	12,155	12,763
Community Development Director	10,500	11,025	11,576	12,155	12,763
Community Services Director	10,500	11,025	11,576	12,155	12,763
Director of Finance	12,235	12,847	13,489	14,164	14,872
Director of Human Resources	10,500	11,025	11,576	12,155	12,763
Public Works Director	10,089	10,594	11,124	11,680	12,264

City of South El Monte
Monthly Salary Schedules for Executives (Non-Represented)
Period: July 1, 2025 - June 30, 2026

Job Title	Step A	Step B	Step C	Step D	Step E
Deputy City Manager	11,383	11,952	12,550	13,177	13,836
City Clerk	11,025	11,576	12,155	12,763	13,401
Community Development Director	11,025	11,576	12,155	12,763	13,401
Community Services Director	11,025	11,576	12,155	12,763	13,401
Director of Finance	12,847	13,489	14,164	14,872	15,615
Director of Human Resources	11,025	11,576	12,155	12,763	13,401
Public Works Director	10,594	11,124	11,680	12,264	12,877

City of South El Monte
Monthly Salary Schedules for Executives (Non-Represented)
Period: July 1, 2026 - June 30, 2027

Job Title	Step A	Step B	Step C	Step D	Step E
Deputy City Manager	11,952	12,550	13,177	13,836	14,528
City Clerk	11,576	12,155	12,763	13,401	14,071
Community Development Director	11,576	12,155	12,763	13,401	14,071
Community Services Director	11,576	12,155	12,763	13,401	14,071
Director of Finance	13,489	14,164	14,872	15,615	16,396
Director of Human Resources	11,576	12,155	12,763	13,401	14,071
Public Works Director	11,124	11,680	12,264	12,877	13,521

City of South El Monte
Monthly Salary Schedules for Confidential (Non-Represented)
Period: July 1, 2024 - June 30, 2025

Job Title	Step A	Step B	Step C	Step D	Step E
Senior Executive Assistant / Community Liaison	8,349	8,766	9,204	9,664	10,148

City of South El Monte
Monthly Salary Schedules for Confidential (Non-Represented)
Period: July 1, 2025 - June 30, 2026

Job Title	Step A	Step B	Step C	Step D	Step E
Senior Executive Assistant / Community Liaison	8,766	9,204	9,664	10,148	10,655

City of South El Monte
Monthly Salary Schedules for Confidential (Non-Represented)
Period: July 1, 2026 - June 30, 2027

Job Title	Step A	Step B	Step C	Step D	Step E
Senior Executive Assistant / Community Liaison	9,204	9,664	10,148	10,655	11,188

ATTACHMENT A**City of South El Monte****Hourly Compensation Schedules for PART-TIME (Non-Represented) Employees****Period: July 1, 2024 - June 30, 2025**

Job Title	Step A	Step B	Step C	Step D	Step E
Assist. Pool Manager	23.425500	24.596775	25.826614	27.117944	28.473842
Aquatics Cash/Locker	16.800000	17.640000	18.522000	19.448100	20.420505
Boxing Instructor	24.864000	26.107200	27.412560	28.783188	30.222347
Boxing Trainer	16.800000	17.640000	18.522000	19.448100	20.420505
Bus. License Clerk	21.777000	22.865850	24.009143	25.209600	26.470080
Clerk	19.561500	20.539575	21.566554	22.644881	23.777126
Code Enf Officer	22.018500	23.119425	24.275396	25.489166	26.763624
College Worker	21.682500	22.766625	23.904956	25.100204	26.355214
Comm. Dev. Secretary	27.646500	29.028825	30.480266	32.004280	33.604494
Cross. Guard	17.178000	18.036900	18.938745	19.885682	20.879966
Cross. Guard Super.	20.013000	21.013650	22.064333	23.167549	24.325927
Deputy City Clerk	34.344172	36.061380	37.864450	39.757672	41.745556
Equipment Mechanic	24.895500	26.140275	27.447289	28.819653	30.260636
Homelessness Coord.	38.902500	40.847625	42.890006	45.034507	47.286232
Housing Prog. Coord	35.101500	36.856575	38.699404	40.634374	42.666093
Lifeguard	20.842500	21.884625	22.978856	24.127799	25.334189
Maintenance Aide	17.440500	18.312525	19.228151	20.189559	21.199037
Newspaper Intern	23.625000	24.806250	26.046563	27.348891	28.716335
Park Attendant	17.440500	18.312525	19.228151	20.189559	21.199037
Pool Manager	25.252500	26.515125	27.840881	29.232925	30.694572
PS Officer	22.743000	23.880150	25.074158	26.327865	27.644259
Recreation Leader	16.800000	17.640000	18.522000	19.448100	20.420505
Recreation Special	20.538000	21.564900	22.643145	23.775302	24.964067
Sr. Recreation Lead	18.186000	19.095300	20.050065	21.052568	22.105197
Van Dr Class B- PT	17.440500	18.312525	19.228151	20.189559	21.199037
Van Dr Class C- PT	16.800000	17.640000	18.522000	19.448100	20.420505
WSI Lifeguard	22.092000	23.196600	24.356430	25.574252	26.852964

ATTACHMENT B**City of South El Monte****Hourly Compensation Schedules for PART-TIME (Non-Represented) Employees****Period: July 1, 2025 - June 30, 2026**

Job Title	Step A	Step B	Step C	Step D	Step E
Assist. Pool Manager	24.596775	25.826614	27.117944	28.473842	29.897534
Aquatics Cash/Locker	17.640000	18.522000	19.448100	20.420505	21.441530
Boxing Instructor	26.107200	27.412560	28.783188	30.222347	31.733465
Boxing Trainer	17.640000	18.522000	19.448100	20.420505	21.441530
Bus. License Clerk	22.865850	24.009143	25.209600	26.470080	27.793584
Clerk	20.539575	21.566554	22.644881	23.777126	24.965982
Code Enf Officer	23.119425	24.275396	25.489166	26.763624	28.101806
College Worker	22.766625	23.904956	25.100204	26.355214	27.672975
Comm. Dev. Secretary	29.028825	30.480266	32.004280	33.604494	35.284718
Cross. Guard	18.036900	18.938745	19.885682	20.879966	21.923965
Cross. Guard Super.	21.013650	22.064333	23.167549	24.325927	25.542223
Deputy City Clerk	36.061380	37.864450	39.757672	41.745556	43.832833
Equipment Mechanic	26.140275	27.447289	28.819653	30.260636	31.773668
Homelessness Coord.	40.847625	42.890006	45.034507	47.286232	49.650543
Housing Prog. Coord	36.856575	38.699404	40.634374	42.666093	44.799397
Lifeguard	21.884625	22.978856	24.127799	25.334189	26.600898
Maintenance Aide	18.312525	19.228151	20.189559	21.199037	22.258989
Newspaper Intern	24.806250	26.046563	27.348891	28.716335	30.152152
Park Attendant	18.312525	19.228151	20.189559	21.199037	22.258989
Pool Manager	26.515125	27.840881	29.232925	30.694572	32.229300
PS Officer	23.880150	25.074158	26.327865	27.644259	29.026472
Recreation Leader	17.640000	18.522000	19.448100	20.420505	21.441530
Recreation Special	21.564900	22.643145	23.775302	24.964067	26.212271
Sr. Recreation Lead	19.095300	20.050065	21.052568	22.105197	23.210456
Van Dr Class B- PT	18.312525	19.228151	20.189559	21.199037	22.258989
Van Dr Class C- PT	17.640000	18.522000	19.448100	20.420505	21.441530
WSI Lifeguard	23.196600	24.356430	25.574252	26.852964	28.195612

ATTACHMENT C**City of South El Monte****Hourly Compensation Schedules for PART-TIME (Non-Represented) Employees****Period: July 1, 2026 - June 30, 2027**

Job Title	Step A	Step B	Step C	Step D	Step E
Assist. Pool Manager	25.826614	27.117944	28.473842	29.897534	31.392410
Aquatics Cash/Locker	18.522000	19.448100	20.420505	21.441530	22.513607
Boxing Instructor	27.412560	28.783188	30.222347	31.733465	33.320138
Boxing Trainer	18.522000	19.448100	20.420505	21.441530	22.513607
Bus. License Clerk	24.009143	25.209600	26.470080	27.793584	29.183263
Clerk	21.566554	22.644881	23.777126	24.965982	26.214281
Code Enf Officer	24.275396	25.489166	26.763624	28.101806	29.506896
College Worker	23.904956	25.100204	26.355214	27.672975	29.056624
Comm. Dev. Secretary	30.480266	32.004280	33.604494	35.284718	37.048954
Cross. Guard	18.938745	19.885682	20.879966	21.923965	23.020163
Cross. Guard Super.	22.064333	23.167549	24.325927	25.542223	26.819334
Deputy City Clerk	37.864450	39.757672	41.745556	43.832833	46.024475
Equipment Mechanic	27.447289	28.819653	30.260636	31.773668	33.362351
Homelessness Coord.	42.890006	45.034507	47.286232	49.650543	52.133071
Housing Prog. Coord	38.699404	40.634374	42.666093	44.799397	47.039367
Lifeguard	22.978856	24.127799	25.334189	26.600898	27.930943
Maintenance Aide	19.228151	20.189559	21.199037	22.258989	23.371938
Newspaper Intern	26.046563	27.348891	28.716335	30.152152	31.659760
Park Attendant	19.228151	20.189559	21.199037	22.258989	23.371938
Pool Manager	27.840881	29.232925	30.694572	32.229300	33.840765
PS Officer	25.074158	26.327865	27.644259	29.026472	30.477795
Recreation Leader	18.522000	19.448100	20.420505	21.441530	22.513607
Recreation Special	22.643145	23.775302	24.964067	26.212271	27.522884
Sr. Recreation Lead	20.050065	21.052568	22.105197	23.210456	24.370979
Van Dr Class B- PT	19.228151	20.189559	21.199037	22.258989	23.371938
Van Dr Class C- PT	18.522000	19.448100	20.420505	21.441530	22.513607
WSI Lifeguard	24.356430	25.574252	26.852964	28.195612	29.605393



City Council Agenda Report

Agenda Item No. 9.c.

DATE: September 24, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-227, CONSENTING TO THE APPOINTMENT OF ADRIAN GARCIA AS CITY CLERK AND APPROVAL OF CITY CLERK EMPLOYMENT AGREEMENT

SUMMARY: This item will be provided under separate cover.

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 9.d.

DATE: September 24, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Anthony Taylor, City Attorney

SUBJECT: CONSIDERATION AND APPROVAL OF ORDINANCE NO. 1277, ADDING CHAPTER 8.22 OF TITLE 8 OF THE SOUTH EL MONTE MUNICIPAL CODE THEREBY AMENDING THE CITY'S HEALTH AND SAFETY REGULATIONS IN RELATION TO CAMPING AND STORAGE OF PERSONAL PROPERTY

SUMMARY: The City Attorney's Office and City staff are presenting proposed Ordinance No. 1277, "AN ORDINANCE OF THE SOUTH EL MONTE CITY COUNCIL ADDING CHAPTER 8.22 OF TITLE 8 OF THE SOUTH EL MONTE MUNICIPAL CODE THEREBY AMENDING THE CITY'S HEALTH AND SAFETY REGULATIONS IN RELATION TO CAMPING AND STORAGE OF PERSONAL PROPERTY (ORDINANCE NO. 1277)."

RECOMMENDED ACTION: Staff recommends City Council:

1. Find that the ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Regulation 15061(b)(3);
2. Based on the analysis provided in the attached ordinance, waive first reading and introduce Ordinance No. 1277; and
3. Set adoption of said ordinance at the next regular city council meeting.

FISCAL/FINANCIAL IMPACT: There is no fiscal impact.

DISCUSSION: On June 28, 2024, the U.S. Supreme Court decided *Grants Pass v. Johnson*, holding that the enforcement of generally applicable laws that prohibit camping do not violate the U.S. Constitution. This ruling overturns *Martin v. Boise*, a 9th Circuit case decided in 2018 which held that criminalizing camping was unconstitutional unless the government could provide alternate shelter.

The City of South El Monte recognizes the need to protect the public health, safety and welfare against the adverse impacts caused by unlawful camping and storage of personal property on public and private property. These activities can lead to serious health, safety, and accessibility concerns, contribute to conditions of blight, and deteriorate

private and public property and City facilities.

The primary purpose of regulating camping and storage of personal property on public and private property is to protect the public health, safety, and welfare against adverse impacts caused by these activities. This ordinance is intended to create standards to ensure that private property, public streets, and public areas within the City are used for their intended purposes and are readily accessible and available to City residents and the general public.

The proposed ordinance would amend the South El Monte Municipal Code “SEMMC” by adding Chapter 8.22, “Camping and Storage of Personal Property”. The new Chapter will regulate camping and storage of personal property in public and private property in the following ways:

- Define locations where camping and storage of personal property is prohibited within the City.
- Provide notice and procedural requirements for removal of personal property from prohibited areas.
- Require enforcement officers to provide information on available housing, shelter, and services.
- Exempt enforcement of the ordinance in the event of emergency.

ATTACHMENT(S):

A. Ordinance 1277

ORDINANCE 1277

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, COUNTY OF LOS ANGELES, CALIFORNIA, ADDING CHAPTER 8.22 TO TITLE 8 OF THE SOUTH EL MONTE MUNICIPAL CODE REGULATING CAMPING AND STORAGE OF PERSONAL PROPERTY ON PUBLIC PROPERTY

WHEREAS, pursuant to the police power granted in Article XI, Section 7 of the California Constitution, the City may enact and enforce ordinances that protect the health, safety, and welfare of the community; and

WHEREAS, there is a need to protect the public health, safety and welfare against adverse impacts caused by unlawful camping and storage of personal property on private and public property. These activities can lead to serious health, safety, and accessibility concerns, contribute to conditions of blight, and deteriorate private and public property and City facilities; and

WHEREAS, the City recognizes the need to have standards applicable to all using public and private space and for such standards to apply in a manner which balances access with the desire for a clean, orderly, welcoming, and comfortable community where the public peace, health, and safety tend to be preserved; and

WHEREAS, the City considers the needs and abilities of residents in programs, services, and regulations to ensure fair and balanced application and such application does not interfere with the rights of others to use public and private facilities for the purposes for which they were intended, and creates a hazard to the public health and safety through the creation of unsanitary and unsafe conditions; and

WHEREAS, the application of this Ordinance considers the needs for those without means or alternatives and accounts for the programs and services the City and its partners offer to facilitate an overall healthy and safe environment for all; and

WHEREAS, the City seeks to adopt measures to regulate camping and storage of personal property on private and public property to preserve the public peace, health and safety of all.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY ORDAIN AS FOLLOWS:

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

SECTION 2: Chapter 8.22 (Unauthorized Camping, Sleeping and Storage of Personal Property on Public Property) is hereby added to Title 8 (Health and Safety) of the South El Monte Municipal Code to read as follows:

Chapter 8.22

**UNAUTHORIZED CAMPING, SLEEPING AND STORAGE OF PERSONAL PROPERTY
ON PUBLIC PROPERTY**

- § 8.22.010 Purpose.
- § 8.22.020 Definitions.
- § 8.22.030 Prohibited – Unauthorized sleeping, camping and storage of personal property on public property.
- § 8.22.040 Exceptions.

8.22.010 Purpose. The public streets and areas within the city should be readily accessible and available to residents and the public at large for use consistent with the public areas' designated purpose. The use of these areas for camping purposes or storage of personal property interferes with the rights of others to use the areas for the purposes for which those areas were intended. The purpose of this chapter is to maintain public streets and areas within the city in a clean and accessible condition.

8.22.020 Definitions. The following definitions apply to the use of these terms for purposes of this chapter:

“Camp” means to place, erect, maintain, pitch or occupy camp facilities and/or to use camp paraphernalia.

“Camp facility” includes, but is not limited to, tents, huts, or other temporary physical shelters, including, but not limited to, cots, beds, sleeping bags, hammocks or bedrolls.

“Camp paraphernalia” includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks or non-city-designated cooking facilities and similar equipment.

“Public property” means any publicly owned property in the city, including any of the following: public parks, public alleyways, public parking lots, public passageways, public rights-of-way, publicly owned or maintained landscaped areas or greenbelts, sidewalks, curbs, public educational institutions, including properties owned by the Capistrano Unified School District, or other government-owned properties located within the city.

“Sleep” means sleeping at any time between the hours of 8:00 pm to 7:00 am, in or on any public property or in, on or under any parked vehicle, including any automobile, bus, or truck parked on any of the streets, sidewalks, alleys, public rights-of-way, or any other public property within the city.

“Store” means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

CAMPING AND STORAGE OF PERSONAL PROPERTY

“Street” includes, but is not limited to, all highways, avenues, lanes, alleys, courts, places, squares, sidewalks, parkways, curbs, or other public ways in this city which have been or may hereafter be dedicated and open to public use, or such other public property so designated in any law of this state

8.22.030 Prohibited – Unauthorized sleeping, camping and storage of personal property on public property. It is unlawful for any person to sleep, camp and/or store personal property on any public property within the city.

8.22.040 Exceptions. This chapter shall not apply to the following:

A. Anyone sleeping or camping in a specified camping area designated by the city. The city council may, by resolution, establish one or more specified camping areas. Such camping areas, if any, may be located on public property.

B. Any event involving camping that is approved or sponsored by the city.

SECTION 2. CEQA DETERMINATION. The City Council hereby finds and determines that it can be seen with certainty that there is no possibility that this ordinance may have a significant adverse effect on the environment. Thus, the adoption of this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines.

SECTION 3. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE AND PUBLICATION. This Ordinance shall take effect 30 days after its final passage. The City Clerk shall certify the adoption of this Ordinance and cause the same to be posted and/or published as required by law.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of South El Monte this ____ day of ____ 2024.

Mayor Gloria Olmos

ATTEST:

APPROVED AS TO FORM:

Sabrina Muhne, Interim City Clerk

Anthony R. Taylor, City Attorney

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

I, Sabrina Muhne, Interim City Clerk of the City of South El Monte, do hereby certify that the foregoing Ordinance being Ordinance No. 1277, was duly passed and approved by the South El Monte City Council at a regular meeting of said Council held the ____ day of _____ 2024, and that said Ordinance was passed by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Sabrina Muhne, Interim City Clerk



City Council Agenda Report

Agenda Item No. 9.e.

DATE: September 24, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Anthony Taylor, City Attorney

SUBJECT: CONSIDERATION AND APPROVAL OF ORDINANCE NO. 1278, AMENDING CHAPTER 8.40 OF TITLE 8 OF THE SOUTH EL MONTE MUNICIPAL CODE REGARDING TOBACCO AND ELECTRONIC CIGARETTE RETAIL PERMITTING REGULATIONS

SUMMARY: The City of South El Monte ("City") currently regulates tobacco and electronic cigarette retail through South El Monte Municipal Code ("SEMMC") Chapter 8.40, Tobacco and Electronic Cigarette Retail Permitting Regulations. This Chapter introduced a permitting process for tobacco retailers. Ordinance No. 1278 ("Ordinance") would amend Chapter 8.40 in order to prohibit the sale of flavored tobacco and electronic cigarette products, the repackaging of tobacco products, and establishing a radius requirement between a tobacco retailer and youth-oriented areas.

RECOMMENDED ACTION: Staff recommends City Council:

1. Find that California Environmental Quality Act (CEQA) in accordance with Section 21065 of CEQA and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378 applies;
2. Conduct the first reading of Ordinance No. 1278, amending SEMMC Chapter 8.40 to prohibit the sale of flavored tobacco and electronic cigarettes products, the repackaging of tobacco products, and establishing a radius requirement between a tobacco retailer and youth-oriented areas in order to preserve the health, safety, and welfare of all community members (especially minors) and to enforce all Federal and State tobacco regulations to the fullest extent permitted by law; and
3. Set adoption of said ordinance at the next regular city council meeting.

FISCAL/FINANCIAL IMPACT: None.

DISCUSSION: SEMMC Chapter 8.40 currently regulates tobacco and electronic cigarette retailers through a permitting process. This Chapter requires that retailers which sell any amount of tobacco or electronic cigarette to apply to the City for a tobacco and

electronic cigarette retail permit. This system allows the City to regulate these retailers, ensure compliance with federal and state law, and enforce violations of local, federal, or state laws.

CEQA

The action proposed herein is not a project subject to the California Environmental Quality Act (CEQA) in accordance with Section 21065 of CEQA and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378. Preparing an ordinance regarding tobacco retailing is an administrative action that would not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not a “project” subject to CEQA, as defined in Section 21065 of CEQA and Section 15378 of the State CEQA Guidelines. Since the action is not a project subject to CEQA, no environmental document is required.

Flavored Tobacco

Senate Bill 793—signed into law on August 28, 2020, and approved by voters in November 2022 after being subject to referendum—bans the sale of flavored tobacco products and tobacco product flavor enhancers, with exceptions for hookah tobacco, loose leaf tobacco, and premium cigars.

Flavored tobacco and electronic cigarette products have been shown to be “starter” products for youth who begin using tobacco and that these products help establish tobacco habits that can lead to long-term addiction. In 2020, the Center for Disease Control and Prevention reported 8 in 10 youth who used e-cigarettes reported using a flavored product, which was an increase from about 7 in 10 youth who reported this in 2019. Further, in 2020, the Center for Disease Control and Prevention reported the most commonly used disposable e-cigarettes reported among youth were flavored among current users of flavored disposable e-cigarettes, the most commonly used flavor types were fruit (82.7%), mint (51.9%), candy, desserts, or other sweets (41.7%), and menthol (23.3%).

Sale of Individual Tobacco Products

Federal and state law bans the sale of individual cigarettes; however, neither federal nor state law restricts the sale of individual little cigars or cigars. Many tobacco retailers sell little cigars and cigars individually, making them more affordable and appealing to youth.

Proximity of Tobacco Retailers to Youth-Oriented Areas

Additionally, research indicates that the density and proximity of tobacco retailers increase smoking behaviors, including number of cigarettes smoked per day and the density of tobacco retailers near adolescents’ homes has been associated with increased youth smoking rates and initiation of noncigarette tobacco product use.

Tobacco Retailer Policies of Surrounding Areas

The City of Baldwin Park prohibits the sale of flavored tobacco, but does not address the repackaging of tobacco products or establish a radius requirement between a tobacco retailer and youth-oriented areas.

The County of Los Angeles and the cities of El Monte and Pico Rivera prohibit the sale of flavored tobacco and repackaging of tobacco products, but do not establish a radius requirement between a tobacco retailer and youth-oriented areas.

Conclusion

Prohibiting the sale of flavored tobacco and electronic cigarette products, the repackaging of tobacco products, and establishing a radius requirement between a tobacco retailer and youth-oriented areas is important to the health, safety, and welfare of the City and its citizens—particularly minors.

This Ordinance would amend Chapter 8.40 to prohibit the sale of flavored tobacco and electronic cigarette products, the repackaging of tobacco products, and establish a radius requirement for youth-oriented areas. Violations could result in the suspension and revocation of a tobacco and electronic cigarette product permit.

Under the amended ordinance, to the maximum extent permitted by law, all businesses and retailers in the City shall be subject to fines and enforcement as permitted by the municipal code and applicable law for violation of any Federal or State law or regulation as currently enacted, or enacted in the future, by Congress or federal regulators or by the State Legislature or a State agency concerning the sale or use of tobacco products of any kind or type in order to provide for the maximum protection permitted by law to all individuals in South El Monte from the effects of tobacco products and to protect the public health, safety and welfare to the fullest extent permitted by law.

ATTACHMENT(S):

- A. Ordinance No. 1278
- B. South El Monte Municipal Code Chapters 8.40 & 8.42
- C. Baldwin Park Municipal Code Chapter 125
- D. El Monte Municipal Code Chapter 8.10
- E. Pico Rivera Municipal Code Chapter 5.75
- F. Los Angeles County Code Chapter 11.35

ATTACHMENT A

ORDINANCE NO. 1278

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE AMENDING SOUTH EL MONTE MUNICIPAL CODE CHAPTER 8.40 (TOBACCO AND ELECTRONIC CIGARETTE RETAIL PERMITTING REGULATIONS) TO PROHIBIT THE SALE OF FLAVORED TOBACCO PRODUCTS; PROHIBIT THE REPACKAGING OF TOBACCO PRODUCTS; AND ESTABLISHING A RADIUS REQUIREMENT FOR YOUTH-ORIENTED AREAS; AND TO ENFORCE FEDERAL AND STATE REGULATIONS OF ALL TOBACCO PRODUCTS TO THE FULLEST EXTENT PERMITTED BY LAW

WHEREAS, pursuant to Article XI, Section 7 of the California Constitution, the City of South El Monte (“City”) has the police power to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, the City regulates tobacco and electronic cigarette retail through South El Monte Municipal Code (“SEMMC”) Chapter 8.40, Tobacco and Electronic Cigarette Retail Permitting Regulations; and

WHEREAS, Chapter 8.40 regulates this industry through a permitting process, allowing the City to ensure compliance with federal and state law; and

WHEREAS, the City Council finds that a local licensing system for tobacco retailers is appropriate to ensure that retailers comply with tobacco control laws and business standards of the City Council, to protect the health, safety, and welfare of its residents; and

WHEREAS, approximately 480,000 people die in the United States from smoking-related diseases and exposure to secondhand smoke every year, making tobacco use the nation’s leading cause of preventable death; and

WHEREAS, the World Health Organization (WHO) estimates that tobacco kills 8 million people and causes over 1.4 trillion dollars in economic damage each year;¹ and

WHEREAS, despite the state’s efforts to limit youth access to tobacco, youth are still able to access tobacco products, as evidenced by the following:

In California, research indicates over 67% of current and former adult smokers started by the age of 18 and almost 100% start by age 26;²

In California, from 2017 to 2018, approximately 13% of high school students reported using tobacco;³

Disparities in tobacco use exist among California high school students, with higher rates found among LGBTQ, American Indian, and Pacific Islander youth;³

Unless smoking rates decline, an estimated 441,000 of all California youth who are alive today will die prematurely from smoking-related diseases;⁴

In 2017, 22.8% of high school students in California had tried cigarette smoking;⁵

Between 2014 and 2018, electronic smoking device use among California youth increased from 14.1% to 46.2%;⁶ and

WHEREAS, the tobacco industry encourages youth and young adult tobacco initiation through predatory targeting⁷, as evidenced by the following:

Tobacco companies target young adults ages 18 to 24 to increase their frequency of tobacco use and encourage their transition to habitual users;⁸

Tobacco industry documents state that if “a man has never smoked by the age of 18, the odds are three-to-one he never will. By age 24, the odds are twenty-to-one”;⁹

The tobacco industry spends an estimated \$496 million annually to market tobacco products to California residents;¹⁰ and

WHEREAS, California retailers continue to sell tobacco to underage consumers, evidenced by the following:

9.3% of high school students in California reported buying their own electronic cigarette from a store;⁵

9.1% of California tobacco retailers unlawfully sold tobacco products to underage persons in 2018; and³

WHEREAS, although federal and state law ban the sale of individual cigarettes,^{11,12} neither federal nor California state laws restrict the sale of individual little cigars and cigars; and

WHEREAS, many retailers sell little cigars and cigars individually, making them more affordable and appealing to youth.¹³ Additionally:

78.3% of California tobacco retailers sell a popular brand of youth-friendly cigars for less than \$1.00;¹³

Between 2012 and 2016, annual sales of cigarillos increased by 78% overall and by 155% for “concept-flavored” (e.g., Jazz) cigarillos;¹⁴ and

WHEREAS, research indicates that the density and proximity of tobacco retailers increase smoking behaviors, including number of cigarettes smoked per day,¹⁵ particularly in neighborhoods experiencing poverty;^{15,16–18} and

WHEREAS, the density of tobacco retailers near adolescents' homes has been associated with increased youth smoking rates¹⁹ and initiation of noncigarette tobacco product use;²⁰ and

WHEREAS, adults who smoke are likely to have a harder time quitting when residential proximity to tobacco retailers is closer²¹ and density is higher;^{22–24} and

WHEREAS, tobacco retailers are more prevalent in underserved communities, especially in neighborhoods with a higher proportion of African American or Hispanic residents;^{25–30} and

WHEREAS, tobacco retailer density is higher in urban compared to rural areas, except for low income communities, which have higher tobacco retailer densities regardless of geography, and Hispanic communities, which are associated with variable retailer densities across geography;^{29,31} and

WHEREAS, policies to reduce tobacco retailer density have been shown to be effective^{32–35} and can reduce or eliminate inequities in the location and distribution of tobacco retailers;^{32–35} and

WHEREAS, Senate Bill 793 bans the sale of flavored tobacco products and tobacco product flavor enhancers, with exceptions for hookah tobacco, loose leaf tobacco, and premium cigars; and

WHEREAS, flavored tobacco products have been shown to be “starter” products for youth who begin using tobacco and that these products help establish tobacco habits that can lead to long-term addiction; and

WHEREAS, the Center for Disease Control and Prevention has reported in 2020, 8 in 10 youth who used e-cigarettes reported using a flavored product, which was an increase from about 7 in 10 youth who reported this in 2019; and

WHEREAS, in 2020, the Center for Disease Control and Prevention reported the most commonly used disposable e-cigarettes reported among youth were flavored among current users of flavored disposable e-cigarettes, the most commonly used flavor types were fruit (82.7%), mint (51.9%), candy, desserts, or other sweets (41.7%), and menthol (23.3%); and

WHEREAS, according to the Center for Disease Control and Prevention reported youth and young adults are more likely to use flavored tobacco products than adults; and

WHEREAS, the potential failure of tobacco retailers to comply with tobacco control laws, particularly laws prohibiting the sale of tobacco products to minors, presents a threat to the public health, safety, and welfare of the residents of the City; and

WHEREAS, the City now wishes to revise its regulations of tobacco and electronic cigarette retail to include a prohibition on the sale of flavored tobacco and electronic cigarette products; and

WHEREAS, California Environmental Quality Act (CEQA) in accordance with Section 21065 of CEQA and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378 applies.

NOW, THEREFORE, THE CITY COUNCIL OF THE SOUTH CITY OF EL MONTE, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The recitals above are true and correct and incorporated herein by reference and the City Council finds that this ordinance is exempt from CEQA under Section 21065 of CEQA and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378. Preparing an ordinance regarding tobacco retailing is an administrative action that would not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not a “project” subject to CEQA, as defined in Section 21065 of CEQA and Section 15378 of the State CEQA Guidelines. Since the action is not a project subject to CEQA, no environmental document is required.

SECTION 2. Section 8.40.010 (Definitions) of Chapter 8.40 (Tobacco and Electronic Cigarette Retail Permitting Regulations) of Title 8 (Health and Safety) of the South El Monte Municipal Code is hereby amended by adding the following new definitions and such Section 8.40.010 shall be reorganized upon the inclusion of such additional definitions to ensure that all definitions therein are set forth in alphabetical order (additions marked in ***bold, italics***):

“Characterizing flavor” means a taste or aroma, other than the taste or aroma of tobacco, imparted either prior to or during consumption of a tobacco product or any byproduct produced by the tobacco product, including, but not limited to, tastes or aromas relating to menthol, mint, wintergreen, fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, herb, or spice. Characterizing flavor includes flavor in any form, mixed with, or otherwise added to, any tobacco product or nicotine delivery device, including electronic smoking devices.

“Flavored tobacco product” means any tobacco product, as defined in this Chapter 8.40, which imparts a characterizing flavor. There shall be a rebuttable presumption that a tobacco product is a flavored tobacco product if a tobacco manufacturer or any of the manufacturer’s agents or employees has: (i) made a public statement or claim that the tobacco product imparts a characterizing flavor; (ii) used text and/or images on the tobacco product’s labeling or packaging to explicitly or implicitly indicate that the tobacco product imparts a characterizing flavor; or (iii) taken action directed to consumers that would be reasonably expected to cause consumers to believe the tobacco product imparts a characterizing flavor.

“Manufacturer” means any person, including any repacker or relabeler, who manufactures, fabricates, assembles, processes, or labels a tobacco or electronic cigarette product; or imports a finished tobacco or electronic cigarette product for sale or distribution into the United States.

“Package” or “Packaging” means a pack, box, carton, or container of any kind of, if no other container, any wrapping (including cellophane) in which a tobacco or electronic cigarette product is sold or offered for sale.

“Self-service display” means the open display or storage of tobacco products in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct face-to-face transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.

“Youth-Oriented Area” means a parcel in the city that is occupied by:

(1) a private or public kindergarten, elementary, middle, junior high, or high school;

(2) a library open to the public;

(3) a playground open to the public;

(4) a youth center, defined as a facility where children, ages 6 to 17, inclusive, come together for programs and activities;

(5) a recreation facility open to the public, defined as an area, place, structure, or other facility that is used either permanently or temporarily for community recreation, even though it may be used for other purposes;

(6) a park open to the public or to all the residents of a private community; or

(7) a licensed child-care facility or preschool, other than a small-family day care home or a large-family day care home as defined by California Health & Safety Code section 1596.78. ”

SECTION 3. Section 8.40.070 (Requirements and prohibitions on sale of tobacco and electronic cigarette products) of Chapter 8.40 (Tobacco and Electronic Cigarette Retail Permitting Regulations) of Title 8 (Health and Safety) of the South El Monte Municipal Code is hereby amended as follows (deletions marked in strikethrough, additions marked in ***bold, italics***):

“A. Display of Permit Required. Each permit shall be prominently displayed in a publicly and readily visible location at the permitted location.

B. Positive Identification Required. No person shall engage in tobacco and electronic cigarette retailing without first examining the identification of the purchaser if the purchaser reasonably appears under the age of thirty years old. No person shall engage in tobacco and electronic cigarette retailing without confirming that the proposed sale is to a purchaser who is at least the minimum age established by state law for being sold the tobacco and electronic cigarette product or tobacco and electronic cigarette paraphernalia.

C. Minimum Age for Persons Selling Tobacco and Electronic Cigarettes. No person

who is younger than the minimum age established by state law for the purchase or possession of any tobacco and electronic cigarette product shall engage in tobacco and electronic cigarette retailing.

D. **Self-Service Displays Prohibited.** No person shall display, offer for sale, dispense or allow to be sold any tobacco and electronic cigarette product by means other than vendor-assisted sales.

E. **Flavored Tobacco Prohibited.** *No person shall sell or offer for sale, or possess with the intent to sell or offer for any flavored tobacco product or any component, part, or accessory intended to impart or imparting a characterizing flavor in any form, to any tobacco product or nicotine delivery device, including electronic smoking devices. There shall be a rebuttable presumption that a person in possession of four or more flavored tobacco products, including but not limited to individual flavored tobacco products, packages of flavored tobacco products, or any combination thereof, possesses such flavored tobacco products with intent to sell or offer for sale.*

F. **Repackaging of Products Prohibited.** *No person shall sell any tobacco or electronic cigarette product unless such product: (1) is sold in the original manufacturer's packing intended for sale; (2) conforms to all applicable federal and state labeling requirements; and (3) conforms to all applicable child-resistant packaging requirements. Tobacco products shall not be sold or repackaged individually.*

G. **Proximity to Youth-Oriented Areas.** *No tobacco and electronic cigarette retail permit may issue, and no existing permit may be renewed, to authorize tobacco and electronic cigarette retailing within 500 feet of a youth-oriented area as measured by a straight line from the nearest point of the property line of the parcel on which the youth-oriented area is located to the nearest point of the property line of the parcel on which the applicant's business is located. To comply with Federal and State laws, the City Council may exclude certain businesses or locations from this section by resolution.*

H. **Federal and State Regulations.** *To the maximum extent permitted by law, all businesses and retailers in the City shall be subject to fines and enforcement as permitted by the municipal code and applicable law for violation of any Federal or State law or regulation as currently enacted, or enacted in the future, by Congress or federal regulators or by the State Legislature or a State agency concerning the sale or use of tobacco products of any kind or type in order to provide for the maximum protection permitted by law to all individuals in South El Monte from the effects of tobacco products and to protect the public health, safety and welfare to the fullest extent permitted by law.*

SECTION 4. Inconsistent Provisions. Any provision of the South El Monte Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Ordinance.

SECTION 5. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof,⁶ irrespective of the fact that any one or more

section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 6. The City Clerk shall attest and certify to the passage and adoption of this Ordinance.

PASSED, APPROVED, AND ADOPTED this ____ day of _____ 2024.

Gloria Olmos, Mayor

ATTEST:

Sabrina Muhne, Interim 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, Sabrina Muhne, Interim City Clerk of the City of South El Monte, do hereby certify that the foregoing ordinance, being Ordinance No. 1278 was passed and approved by the City Council of the City of South El Monte at an adjourned meeting of said Council held on the ____ day of _____ 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sabrina Muhne, Interim City Clerk

REFERENCES

- 1 World Health Organization. *WHO Report on the Global Tobacco Epidemic, 2019: Offer Help to Quit Tobacco Use*. 2019. Available at: <https://apps.who.int/iris/handle/10665/326043>.
- 2 California Tobacco Control Program. *California Tobacco Facts and Figures 2016*. Sacramento, CA: California Department of Public Health. 2016.
- 3 California Tobacco Control Program. *California Tobacco Facts and Figures 2019*. Sacramento, CA: California Department of Public Health. 2019. Available at: <https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/CTCB/CDPH%20Document%20Library/ResearchandEvaluation/FactsandFigures/CATobaccoFactsandFigures2019.pdf>.
- 4 U.S. Department of Health and Human Services. *The Health Consequences of Smoking: 5 Years of Progress. A Report of the Surgeon General*. Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health. 2014. Available at: https://www.ncbi.nlm.nih.gov/books/NBK179276/pdf/Bookshelf_NBK179276.pdf.
- 5 Kann L, McManus T, Harris WA, et al. Youth Risk Behavior Surveillance — United States, 2017. *MMWR Surveill Summ*. 2018;67(8):1-114 and Supplementary Tables 52-93. doi: 10.15585/mmwr.ss6708a1.
- 6 Lin C, Baiocchi M, Halpern-Felsher B. Longitudinal trends in e-cigarette devices used by Californian youth, 2014–2018. *Addict Behav*. 2020;108:106459. doi: 10.1016/j.addbeh.2020.106459.
- 7 United States v. Philip Morris USA, Inc., 449 F. Supp. 2d 1 (D.D.C. 2006), aff'd in part, vacated in part, 566 F.3d 1095 (D.C. Cir. 2009), and order clarified, 778 F. Supp. 2d 8 (D.D.C. 2011).
- 8 Ling PM, Glantz SA. Why and How the Tobacco Industry Sells Cigarettes to Young Adults: Evidence From Industry Documents. *Am J Public Health*. 2002;92(6):908-916. doi: 10.2105/ajph.92.6.908.
- 9 Burrows, D.S. “Estimated Change in Industry Trend Following Federal Excise Tax Increase.” UCSF Library Truth Tobacco Industry Documents. Date Mod. Industry, Apr. 17, 2012: <https://www.industrydocumentslibrary.ucsf.edu/tobacco/docs/nnnw0084>. Accessed May 12, 2020.
- 10 Campaign for Tobacco-Free Kids. The Toll of Tobacco in California. <https://www.tobaccofreekids.org/problem/toll-us/california>. Accessed May 12, 2020.
- 11 21 C.F.R. § 1140.16(b).

12 Cal. Penal Code § 308.3(a).

13 Schleicher NC, Johnson T, Rigdon J, et al. *California Tobacco Retail Surveillance Study, 2017*. Available at: <https://www.cdph.ca.gov/Programs/CCDC/DCDC/CTCB/CDPH%20Document%20Library/ResearchandEvaluation/SurveyInstrumentsTrainingManualsAndProtocols/CaliforniaTobaccoRetailSurveillanceStudy2017-CTRSS%206-4.pdf>.

14 Gammon DG, Rogers T, Coats EM, et al. National and state patterns of concept-flavoured cigar sales, USA, 2012-2016. *Tob Control*. 2019;28(4):394-400. doi: 10.1136/tobaccocontrol-2018-054348.

15 Chuang YC, Cubbin C, Ahn D, Winkleby MA. Effects of neighbourhood socioeconomic status and convenience store concentration on individual level smoking. *J Epidemiol Community Health*. 2005;59(7):568-573. doi: 10.1136/jech.2004.029041.

16 Golden SD, K T-M, Kong AY, et al. County-level associations between tobacco retailer density and smoking prevalence in the USA, 2012. *Prev Med Rep*. 2020; Mar:17:101005. doi: 10.1016/j.pmedr.2019.101005.

17 Leas EC, Schleicher NC, Prochaska JJ, Henriksen L. Place-Based Inequity in Smoking Prevalence in the Largest Cities in the United States. *JAMA Intern Med*. 2019;179(3):442-444. doi: 10.1001/jamainternmed.2018.5990.

18 Farley SM, Maroko AR, Suglia SF, Thorpe LE. The Influence of Tobacco Retailer Density and Poverty on Tobacco Use in a Densely Populated Urban Environment. *Public Health Rep*. 2019;134(2):164-171. doi: 10.1177/0033354918824330.

19 Finan LJ, Lipperman-Kreda S, Abadi M, et al. Tobacco Outlet Density and Adolescents' Cigarette Smoking: A Meta-Analysis. *Tob Control*. 2019;28(1):27-33. doi: 10.1136/tobaccocontrol-2017-054065.

20 Abdel Magid HS, Halpern-Felsher B, Ling PM, et al. Tobacco Retail Density and Initiation of Alternative Tobacco Product Use Among Teens. *J Adolesc Health*. 2020;66(4):423-430. doi: 10.1016/j.jadohealth.2019.09.004.

21 Reitzel LR, Cromley EK, Li Y, et al. The effect of tobacco outlet density and proximity on smoking cessation. *Am J Public Health*. 2011;101(2):315-320. doi: 10.2105/AJPH.2010.191676.

22 Cantrell J, Anesetti-Rothermel A, Pearson JL, Xiao H, Vallone D, Kirchner TR. The impact of the tobacco retail outlet environment on adult cessation and differences by neighborhood poverty. *Addiction*. 2015;110(1):152-161. doi: 10.1111/add.12718

- 23 Vyas P, Tsoh JY, Gildengorin G, et al. Disentangling individual and neighborhood differences in the intention to quit smoking in Asian American male smokers. *Prev Med Rep.* 2020;18:101064. doi: 10.1016/j.pmedr.2020.101064.
- 24 Shareck M, Datta GD, Vallee J, Kestens Y, Frohlick KL. Is Smoking Cessation in Young Adults Associated With Tobacco Retailer Availability in Their Activity Space? *Nicotine Tob Res.* 2020;22(4):512-521. doi: 10.1093/ntr/nty242.
- 25 Siahpush M, Jones PR, Singh GK, Timsina LR, Martin J. Association of availability of tobacco products with socio-economic and racial/ethnic characteristics of neighbourhoods. *Public Health.* 2010;124(9):525-529. doi: 10.1016/j.puhe.2010.04.010.
- 26 Lee JG, Sun DL, Schleicher NM, Ribisl KM, Luke DA, Henriksen L. Inequalities in tobacco outlet density by race, ethnicity and socioeconomic status, 2012, USA: results from the ASPIRE Study. *J Epidemiol Community Health.* 2017;71(5):487-492. doi: 10.1136/jech-2016-208475.
- 27 Loomis BR, Kim AE, Goetz JL, Juster HR. Density of tobacco retailers and its association with sociodemographic characteristics of communities across New York. *Public Health.* 2013;127(4):333-338. doi: 10.1016/j.puhe.2013.01.013.
- 28 Yu D, Peterson NA, Sheffer MA, Reid RJ, Schnieder JE. Tobacco outlet density and demographics: analysing the relationships with a spatial regression approach. *Public Health.* 2010;124(7):412-416. doi: 10.1016/j.puhe.2010.03.024.
- 29 Rodriguez D, Carlos HA, Adachi-Mejia AM, Berke EM, Sargent JD. Predictors of tobacco outlet density nationwide: a geographic analysis. *Tob Control.* 2013;22(5):349-355. doi: 10.1136/tobaccocontrol-2011-050120.
- 30 Fakunle DO, Curriero FC, Leaf PJ, Furr-Holden DM, Thorpe RJ. Black, White, or Green? The Effects of Racial Composition and Socioeconomic Status on Neighborhood-Level Tobacco Outlet Density. *Ethn Health.* 2019;1-16.
- 31 Rodriguez D, Carlos HA, Adachi-Mejia AM, Berke EM, Sargent J. Retail tobacco exposure: using geographic analysis to identify areas with excessively high retail density. *Nicotine Tob Res.* 2014;16(2):155-165. doi: 10.1093/ntr/ntt126.
- 32 Ribisl KM, Luke DA, Bohannon DL, Sorg AA, Moreland-Russell S. Reducing Disparities in Tobacco Retailer Density by Banning Tobacco Product Sales Near Schools. *Nicotine Tob Res.* 2017;19(2):239-244. doi: 10.1093/ntr/ntw185.
- 33 HG, Henry KA, Scheeres A, et al. Tobacco Retail Licensing and Density 3 Years After License Regulations in Philadelphia, Pennsylvania (2012-2019). *Am J Public Health.* 2020;110(4):547-553. doi: 10.2105/AJPH.2019.305512.

34 Myers AE, Hall MG, Isgett LF, Ribisl KM. A comparison of three policy approaches for tobacco retailer reduction. *Prev Med*. 2015;74:67-73. doi: 10.1016/j.ypmed.2015.01.025.

35 Luke DA, Hammond RA, Combs T, et al. Tobacco Town: Computational Modeling of Policy Options to Reduce Tobacco Retailer Density. *Am J Public Health*. 2017;107(5):740-746. doi: 10.2105/AJPH.2017.303685.190; Henriksen L, Schleicher NC, Ababseh K, Johnson TO, Fortmann SP. Marijuana as a 'concept' flavour for cigar products: availability and price near California schools. *Tob Control*. 2017. doi: 10.1136/tobaccocontrol-2017-053961.

§ 8.40.010. Definitions.

For purposes of this chapter, the following words and terms shall be defined as follows:

"Electronic cigarette" means an electronic or battery-operated device, the use of which may resemble smoking, which can be used to deliver an inhaled dose of nicotine or other substances, including any such device that is manufactured, distributed, marketed or sold as an electronic cigarette, e-cigarette, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah or by any other product name or descriptor. "Electronic cigarette" does not include any inhaler prescribed by a licensed physician.

"Person" means any individual, partnership, copartnership, firm, association, joint stock company, corporation, or combination of the above in whatever form or character.

"Proprietor" means a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a ten percent or greater interest in the stock assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person can or does have, or can or does share ultimate control over the day-to-day operations of a business.

"Self-service display" shall have the same meaning as such term is defined in subsection 5-17.01(c).

"Tobacco and electronic cigarette paraphernalia" includes cigarette papers or wrappers, pipes, electronic cigarettes and their component parts, holders of smoking materials of all types, cigarette rolling machines, and any other item designed for the smoking or ingestion of tobacco or tobacco products.

"Tobacco and electronic cigarette retailer" means any person or business that operates a store, stand, booth, concession or other place at which the person or business sells, offers for sale, exchanges or offers to exchange for any form of consideration, tobacco products or tobacco and electronic cigarette paraphernalia, or both.

"Tobacco and electronic cigarette retailing" means the selling, offering for sale, exchanging or offering to exchange for any form of consideration tobacco products or tobacco and electronic cigarette paraphernalia products for personal consumption or use.

"Tobacco product" means any manufactured substance made from the tobacco plant, including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco and smokeless tobacco, or products prepared from tobacco and designed for smoking or ingestion, including nicotine.

(Ord. 1185 §1, 2014)

§ 8.40.020. Requirement for tobacco and electronic cigarette retail permit.

- A. It is unlawful for any person to act as a tobacco and electronic cigarette retailer without first obtaining and maintaining a valid tobacco and electronic cigarette retail permit pursuant to this chapter, for each location at which that activity is to occur.
- B. The city shall not issue a permit to authorize tobacco and electronic cigarette retailing at other than a fixed location. For example, tobacco and electronic

cigarette retailing by persons on foot or from vehicles is prohibited.

- C. It is a violation of a tobacco and electronic cigarette retail permit for a permittee or his or her agent or employee to violate any local, state, or federal tobacco or electronic cigarette-related law.
 - D. It is the responsibility of each proprietor to be informed of the laws affecting the issuance of a tobacco and electronic cigarette retail permit.
 - E. The issuance, suspension, and revocation of a tobacco and electronic cigarette retail permit, and all related procedures, shall be governed solely by this chapter.
- (Ord. 1185 §1, 2014)

§ 8.40.030. Application process.

- A. Application for a tobacco and electronic cigarette retail permit shall be submitted in the name of each proprietor proposing to conduct retail tobacco or electronic cigarette sales, or both, and shall be signed by each proprietor or an authorized agent thereof. An application is required for each location where retail tobacco or electronic cigarette sales, or both, are to occur.
- B. A permit that is issued in error or on the basis of false or misleading information supplied by a proprietor may be revoked pursuant to Section 8.40.090. All applications shall be submitted on a form supplied by the city and shall contain the following information:
 - 1. The name, address and telephone number of each proprietor;
 - 2. The business name, address and telephone number of the fixed location for which a tobacco and electronic cigarette retail permit is sought;
 - 3. The name and mailing address authorized by each applicant to receive all permit-related communications and notices (the "authorized address"). Failure to supply an authorized address shall constitute consent to the provision of notice at the business address specified in subsection (B)(2) of this section;
 - 4. Whether any applicant has previously been issued a permit pursuant to this chapter that is or was at any time suspended or revoked and, if so, the dates of the suspension period or the date of revocation; and
 - 5. Such other information as the city deems necessary for the administration or enforcement of this chapter.
- C. All information required to be submitted in order to apply for a tobacco and electronic cigarette retail permit shall be updated whenever the information changes. A tobacco and electronic cigarette retailer shall provide the city in writing with any updates within ten business days of a change.
- D. The information specified in subsections (B)(2) and (B)(3) shall be available to the public for all currently permitted tobacco and electronic cigarette retailers. Upon request, the city shall provide a compilation of this information to any person within

a reasonable time and subject to a fee approximating the actual cost of compiling and presenting the information.

(Ord. 1185 §1, 2014)

§ 8.40.040. Permit fees.

The city council may by resolution establish fees to cover the cost of administering this chapter. The fee shall be calculated so as to recover the total cost of both permit administration and permit enforcement, including, for example, issuing the permit, administering the permit program, retailer education, retailer inspection and compliance checks, documentation of violations and prosecution of violators. All fees shall be used exclusively to fund the program. Fees are nonrefundable except as may be required by law. Fees required by this chapter shall be in addition to any required under any other chapter of the South El Monte Municipal Code.

(Ord. 1185 §1, 2014)

§ 8.40.050. Issuance and renewal of permit.

- A. Upon receipt of both the application for a tobacco and electronic cigarette retail permit and the permit fee, the city manager or designee, shall issue a tobacco and electronic cigarette retail permit unless:
 - 1. The application is incomplete or inaccurate;
 - 2. The application seeks authorization for tobacco and electronic cigarette retailing by a proprietor who, pursuant to Section 8.40.090, has a suspended or revoked tobacco and electronic cigarette retail permit;
 - 3. The application seeks authorization for tobacco and electronic cigarette retailing that is unlawful pursuant to this Code, or that is unlawful pursuant to any other local, state or federal law;
 - 4. The city has information that the proprietor or his or her agent or employee has violated any local, state or federal tobacco or electronic cigarette control law within the preceding thirty-day period.
- B. A permit shall be valid for one year and must be renewed prior to the expiration of the previous term. Each tobacco and electronic cigarette retailer shall apply for the renewal of his, her or its tobacco and electronic cigarette retail permit no later than thirty days prior to the expiration of the then current permit.
- C. If the information required in the permit application pursuant to Section 8.40.030(B) changes, a new tobacco and electronic cigarette retail permit is required before the business may continue to act as a tobacco and electronic cigarette retailer. For example, if a proprietor to whom a permit has been issued changes business locations, the proprietor must apply for a new permit prior to acting as a tobacco and electronic cigarette retailer at the new location. If the business is sold, the new owner must apply for a permit for that location before acting as a tobacco and electronic cigarette retailer.

- D. A tobacco and electronic cigarette retail permit that is not timely renewed shall expire at the end of its term. To reinstate a permit that has expired, or to renew a permit not timely renewed pursuant to subsection B, the proprietor must:
1. Submit the permit fee plus a reinstatement fee of ten percent of the permit fee; and
 2. Submit a signed affidavit affirming that the proprietor has not sold and will not sell any tobacco and electronic cigarette product or tobacco and electronic cigarette paraphernalia after the permit expiration date and before the permit is renewed.

(Ord. 1185 §1, 2014)

§ 8.40.060. Permits nontransferable.

A tobacco and electronic cigarette retail permit is nontransferable and is valid only for the person(s) and location specified in the permit application. If a proprietor to whom a permit has been issued changes business locations, that proprietor must apply for a new permit prior to acting as a tobacco and electronic cigarette retailer at the new location. Similarly, if the proprietor to whom a permit has been issued sells the business, the new owner must apply for a permit before acting as a tobacco and electronic cigarette retailer.
(Ord. 1185 §1, 2014)

§ 8.40.070. Requirements and prohibitions on sale of tobacco and electronic cigarette products.

- A. Display of Permit Required. Each permit shall be prominently displayed in a publicly and readily visible location at the permitted location.
- B. Positive Identification Required. No person shall engage in tobacco and electronic cigarette retailing without first examining the identification of the purchaser if the purchaser reasonably appears under the age of thirty years old. No person shall engage in tobacco and electronic cigarette retailing without confirming that the proposed sale is to a purchaser who is at least the minimum age established by state law for being sold the tobacco and electronic cigarette product or tobacco and electronic cigarette paraphernalia.
- C. Minimum Age for Persons Selling Tobacco and Electronic Cigarettes. No person who is younger than the minimum age established by state law for the purchase or possession of any tobacco and electronic cigarette product shall engage in tobacco and electronic cigarette retailing.
- D. Self-Service Displays Prohibited. No person shall display, offer for sale, dispense or allow to be sold any tobacco and electronic cigarette product by means other than vendor-assisted sales.

(Ord. 1185 §1, 2014)

§ 8.40.080. Compliance monitoring.

- A. Compliance with this chapter shall be monitored by the sheriff's department, or the city manager or designee. Any peace officer or code enforcement official may enforce the penal provisions of this chapter.
 - B. The sheriff's department or code enforcement officials should endeavor to check the compliance of each tobacco and electronic cigarette retailer at least one time per twelve-month period. The sheriff's department or code enforcement officials may check the compliance of tobacco and electronic cigarette retailers previously found to be in compliance a fewer number of times so that the enforcement agency may check the compliance of tobacco and electronic cigarette retailers previously found in violation of the permitting law a greater number of times. Nothing in this subsection shall create a right of action in any permittee or other person against the city or its agents by reason of such compliance checks.
 - C. Compliance checks shall determine, at a minimum, if the tobacco and electronic cigarette retailer is conducting business in a manner that complies with tobacco and electronic cigarette laws regulating youth access to tobacco and electronic cigarettes. When appropriate, the compliance checks shall determine compliance with other laws applicable to tobacco and electronic cigarette retailing.
 - D. The city shall not enforce any law establishing a minimum age for tobacco and electronic cigarette purchases or possession against a person who otherwise might be in violation of such law because of the person's age (hereinafter "youth decoy") if the potential violation occurs when:
 - 1. The youth decoy is participating in a compliance check supervised by a peace officer or a code enforcement official of the city; or
 - 2. The youth decoy is participating in a compliance check funded in part, either directly or indirectly through subcontracting, by the Los Angeles County health department or the California Department of Health Services.
- (Ord. 1185 §1, 2014)

§ 8.40.090. Suspension, revocation and issuance after revocation of permit.

- A. Suspension. In addition to any other penalty authorized by law, a tobacco and electronic cigarette retail permit may be suspended if the city manager or designee finds, after notice to the permittee and opportunity to be heard, that the permittee or his or her agents or employees has violated the conditions of the permit imposed pursuant to Section 8.40.060 or 8.40.070.
 - 1. Upon a finding by the city of a first permit violation, a written warning will be issued.
 - 2. Upon a finding by the city of a second permit violation within a three-year period of the first violation, the permit may be suspended for up to thirty days.
 - 3. If the second offense occurs within twelve months of the first, the permit may be suspended for up to ninety days.

4. Upon a finding by the city of a third violation within three years of the first violation, the permit may be suspended for up to ninety days.
- B. Revocation. A tobacco and electronic cigarette retail permit may be revoked if the city manager or designee finds, after notice to the permittee and opportunity to be heard, that one of the following conditions exist:
1. The occurrence of four violations of the provisions in Section 8.40.060 or 8.40.070 within three years;
 2. The application is incomplete for failure to provide the information required by Section 8.40.030(B);
 3. The information contained in the application, including supplemental information, if any, is found to be false in any material respect; or
 4. The application seeks authorization for a permit that is unlawful under other provisions of this Code, state or federal law.
- C. During a period of permit suspension or revocation, the tobacco and electronic cigarette retailer must remove from public view all tobacco and electronic cigarette products and tobacco-and electronic cigarette-related advertising.
- D. Issuance After Revocation. A person whose permit has been revoked may be issued a new permit in accordance with the following:
1. After revocation for a first violation of this chapter, no new permit may issue under this chapter for the location until three months have passed from the date of revocation.
 2. After revocation for a second violation of this chapter at a location within any sixty-month period, no new permit may issue for the location until sixty months have passed from the date of revocation.
- (Ord. 1185 §1, 2014)

§ 8.40.100. Appeal.

Any permittee aggrieved by any decision of the city manager or designee, with respect to the suspension or revocation of such permit, may appeal to the city council by filing a written notice of appeal with the city clerk within ten days of the date of suspension or revocation. The city clerk shall thereupon fix a time and place for hearing such appeal. The city clerk shall give notice to such person of time and place of hearing by serving it personally or by depositing it in a United States Post Office in Los Angeles County, California, postage prepaid, addressed to the authorized address. The city council shall have the authority to rule on all questions raised during such appeal.

(Ord. 1185 §1, 2014)

§ 8.40.110. Tobacco and electronic cigarette retailing without a permit.

In addition to any other penalty authorized by law, if the city finds or any court of

competent jurisdiction determines, after notice and an opportunity to be heard, that any person has engaged in tobacco and electronic cigarette retailing at a location without a valid tobacco and electronic cigarette retailer's permit, either directly or through the person's agents or employees, the person shall be ineligible to apply for or be issued a tobacco and electronic cigarette retailing permit for that location as follows:

- A. After a first violation of this section within a sixty-month period, no new permit may be issued for the person at the location until thirty days have passed from the date of the violation.
- B. After a second violation of this section within any sixty-month period, no new permit may be issued for the person at the location until six months have passed from the date of the violation.
- C. After a third or subsequent violation of this section within any sixty-month period, no new permit may be issued for the person at the location until one year has passed from the date of the violation.

(Ord. 1185 §1, 2014)

§ 8.40.120. Settlement in lieu of hearing.

For a first or second alleged violation of this chapter within any sixty-month period, the city prosecutor may engage in settlement negotiations and may enter into a settlement agreement with a tobacco and electronic cigarette retailer alleged to have violated this chapter without approval from the city council. Notice of any settlement shall be provided to the sheriff's department and no hearing shall be held. Settlements shall not be confidential.

(Ord. 1185 §1, 2014)

§ 8.40.130. Enforcement.

- A. Violations of this chapter may, in the discretion of the city prosecutor, be prosecuted as infractions or misdemeanors.
- B. The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.
- C. Violations of this chapter are hereby declared to be public nuisances.
- D. Violations of this chapter are subject to a civil action brought by the city prosecutor punishable by a civil fine payable to the city not less than one hundred dollars and not exceeding five hundred dollars. For the purposes of the civil remedies provided in this chapter, each day such violation or violations occur or continue shall be a separate offense.
- E. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this chapter shall also constitute a violation of this chapter.
- F. Whenever evidence of a violation of this chapter is obtained in any part through the participation of a person under the age of eighteen years old, such a person shall not

be required to appear or give testimony in any civil or administrative process brought to enforce this chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.

- G. In addition to other remedies provided by this chapter or by other law, any violation of this chapter may be enforced by a civil action brought by the city prosecutor, including for example, administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.
(Ord. 1185 §1, 2014)

§ 8.42.010. Definitions.

For purposes of this chapter, the following terms shall be defined as follows:

"Bar" means a cocktail lounge, nightclub or facility that sells alcohol for on-premises consumption.

"Electronic cigarette" means an electronic or battery-operated device, the use of which may resemble smoking, which can be used to deliver an inhaled dose of nicotine or other substances, including any such device that is manufactured, distributed, marketed or sold as an electronic cigarette, e-cigarette, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah or any other product name or descriptor. "Electronic cigarette" does not include any inhaler prescribed by a licensed physician.

"Enclosed" means closed in by a roof and walls with appropriate openings for ingress and egress.

"Hotel" means any building, or portion thereof designed or used for lodging persons for a period of less than thirty consecutive days. Hotels shall include, without limitation, any establishment held out to the public as a hostel, inn, time share project, tourist court or motel, but shall not include hospitals or governmental buildings where persons are detained under legal restraint, such as jails or prisons.

"Nonenclosed" means predominantly outdoor area that does not meet the definition of "enclosed," including, but not limited to, an open air dining area.

"Open air dining area" means any nonenclosed area located on private or public property, including public right-of-way, made available to or customarily used by the general public that is designed, established or regularly used for consuming food or beverages or where food or beverages are served, whether or not for compensation. An open air dining area does not include open air dining areas that are immediately adjacent to and accessory to a private smokers' lounge, as that term is defined in Labor Code Section 6404.5 or its successor statute.

"Restaurant" means a facility that sells prepared foods and drinks for consumption on site.

"Smoke" means the gases, particles, or vapors released into the air as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the byproducts, except when the combusting material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term smoke includes, but is not limited to, tobacco smoke, electronic cigarette vapors, and marijuana smoke.

"Smoking" means engaging in an act that generates smoke, such as, for example: possessing a lighted pipe or a lighted hookah pipe; operating an electronic cigarette, vaping, a lighted cigar, or a lighted cigarette of any kind; or lighting or igniting a pipe, an electronic cigarette, a hookah pipe, a cigar, or a cigarette of any kind.

(Ord. 1185 §2, 2014)

§ 8.42.020. Smoking in and around city buildings prohibited.

Smoking is prohibited inside any city building in the city, and in an outdoor area within twenty feet of a main exit, entrance or operable window of a city building.

(Ord. 1185 §2, 2014)

§ 8.42.030. Smoking in and around playgrounds and tot lot sandbox areas prohibited.

Smoking is prohibited in and within twenty-five feet of playgrounds and tot lot sandbox areas, as the terms are defined in California Health and Safety Code Section 104495(a).

(Ord. 1185 §2, 2014)

§ 8.42.040. Smoking in restaurants, bars and open air dining areas prohibited.

Smoking is prohibited in all restaurants, bars and open air dining areas and within five feet of all open air dining areas, except while actively passing an open air dining area on the way to another destination.

(Ord. 1185 §2, 2014)

§ 8.42.050. Posting or placing of signs.

Any restaurant, bar or business with an open air dining area subject to the prohibition set forth in Section 8.42.040 of this chapter shall post or cause to be posted and shall maintain "no smoking" signs in conspicuous locations within the open air dining area. All "no smoking" signs shall be prominently displayed, shall clearly recite the phrase "no smoking" and shall cite Section 8.42.040 of this chapter. The "no smoking" signs shall be posted not less than five feet nor more than eight feet above floor level and shall be of sufficient number and location to cause the message of the signs to be clearly visible and readable and must be made of permanent, weather resistant materials. No person shall willfully mutilate or destroy any sign required by this section.

(Ord. 1185 §2, 2014)

§ 8.42.060. Rights and obligations of owners, operators and employers.

- A. Any person who owns, operates, manages or controls a business within the city may designate the entire business as a "no smoking" area.
- B. The provisions of this chapter shall not be construed to require the owner, operator or manager of any existing business to make any structural or other physical alterations, modifications or improvements to the business, other than the posting or placing of signs required by Section 8.42.050 of this chapter.

(Ord. 1185 §2, 2014)

§ 8.42.070. Landlords of residential dwelling units may prohibit smoking.

A landlord of a residential dwelling unit, as defined in California Civil Code Section 1940, or his or her agent, may prohibit smoking as provided by California Civil Code Section 1947.5 and sections amendatory or supplementary thereto.

(Ord. 1185 §2, 2014)

§ 8.42.080. Smoking in public parks, schools and recreational facilities prohibited.

Smoking is prohibited in all public parks, public schools, public playgrounds or publicly operated recreational ground facilities or buildings. Smoking is prohibited within twenty-five feet of city parks and recreation facilities, except while actively passing on the way to another destination.

(Ord. 1185 §2, 2014)

§ 8.42.090. Smoking on city public transportation service and in city vehicles prohibited.

Smoking is prohibited on the city's public transportation service and in city vehicles.

(Ord. 1185 §2, 2014)

§ 8.42.100. Smoking in family day care homes prohibited.

Smoking is prohibited at all family day care homes, as defined in California Health and Safety Code Section 1596.78.

(Ord. 1185 §2, 2014)

§ 8.42.110. Smoking in enclosed places of employment prohibited.

Smoking is prohibited in all enclosed spaces at places of employment, as "places of employment" are defined in California Labor Code Section 6404.5(b). Smoking is not prohibited in an enclosed place of employment that is a permitted electronic cigarette retailer, unless otherwise limited by the land use limitations contained in the city's zoning ordinance.

(Ord. 1185 §2, 2014)

§ 8.42.120. Penalties and enforcement.

- A. It is unlawful for any person who owns, manages, operates or otherwise controls the use of any premises subject to the regulation under this chapter to fail to comply with its provisions.
- B. It is unlawful for any person to smoke in any area restricted by the provisions of this chapter.
- C. Any person who violates any provision of this chapter shall be guilty of a misdemeanor or may be prosecuted as an infraction in the discretion of the city prosecutor.
- D. The city prosecutor, any peace officer or city code enforcement officer shall have the authority to enforce the provisions of this chapter.
- E. Punishment under this chapter shall not preclude punishment pursuant to any other provision of law pertaining to electronic cigarette smoking. Nothing in this chapter precludes any person from seeking any other remedies, penalties or procedures

provided by law. The remedies provided in this section are cumulative and in addition to any other remedies available at law or in equity.
(Ord. 1185 §2, 2014)

CHAPTER 125: TOBACCO RETAIL LICENSING

Section

- 125.010 Definitions
- 125.020 Requirements and prohibitions
- 125.030 Limits on eligibility for a tobacco retailer license
- 125.040 Application procedure
- 125.050 Issuance of license
- 125.060 License renewal and expiration
- 125.070 Licenses nontransferable
- 125.080 License conveys a limited, conditional privilege
- 125.090 Fee for license
- 125.100 Compliance monitoring
- 125.110 Revocation of license
- 125.120 Tobacco retailing without a license
- 125.130 Enforcement

§ 125.010 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ARM'S LENGTH TRANSACTION. A sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this chapter is not an arm's length transaction.

CHARACTERIZING FLAVOR. A taste or aroma, other than the taste or aroma of tobacco, imparted either prior to or during consumption of a tobacco product or any by-product produced by the cannabis or tobacco product, including, but not limited to, tastes or aromas relating to menthol, mint, wintergreen, fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, cotton candy, herb, bubble gum, spice, or any other flavor that is designed to mask the aroma and flavor of natural cannabis or tobacco or tobacco related products. Characterizing flavor includes flavor in any form, mixed with, or otherwise added to, any tobacco product or nicotine delivery device, including electronic smoking devices.

DEPARTMENT. Community Development Department, and any agency or person designated by the Chief Executive Officer to enforce or administer the provisions of this chapter.

ELECTRONIC SMOKING DEVICE. Any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, or vape pen. **ELECTRONIC SMOKING DEVICE** includes any component, part, or accessory of the device, and also includes any substance that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine. **ELECTRONIC SMOKING DEVICE** does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

FLAVORED TOBACCO PRODUCT. Any tobacco product, which imparts a characterizing flavor. There shall be a rebuttable presumption that a tobacco product is a flavored tobacco product if a tobacco retailer or any employee or agent of a tobacco retailer has: (i) made a public statement or claim that the tobacco product imparts a characterizing flavor; (ii) used text and/or images on the tobacco retail product's labeling or retail packaging to explicitly or implicitly indicate that the tobacco product imparts a characterizing flavor; or (iii) taken action directed to consumers that would be reasonably expected to cause consumers to believe the tobacco product imparts a characterizing flavor.

PERSON. Any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

PROPRIETOR. A person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a 10% or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person can or does have or share ultimate control over the day-to-day operations of a business.

SELF-SERVICE DISPLAY. The open display or storage of tobacco products or tobacco paraphernalia in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a

form of self-service display.

SMOKING. Possessing a lighted tobacco product, lighted tobacco paraphernalia, or any other lighted weed or plant (including a lighted pipe, cigar, hookah pipe, or cigarette of any kind) and means the lighting of a tobacco product, tobacco paraphernalia, or any other weed or plant (including a pipe, cigar, hookah pipe, or cigarette of any kind).

TOBACCO PARAPHERNALIA. Any item designed or marketed for the consumption, use, or preparation of tobacco products.

TOBACCO PRODUCT.

(1) Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, and snuff;

(2) Any electronic smoking device that delivers nicotine and other substances to the person inhaling from the device, including, but not limited to an electronic device, cigarette, electronic cigar, electronic pipe; or

(3) Any component, part, or accessory intended or reasonably expected to be used with a tobacco product, whether or not sold separately or any of these contains tobacco or nicotine.

TOBACCO PRODUCT does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

TOBACCO RETAILER. Any person who sells from a retail establishment, offers for sale from a retail establishment, or does or offers to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia from a retail establishment. **TOBACCO RETAILING** shall mean the doing of any of these things. This definition is without regard to the quantity of tobacco products or tobacco paraphernalia sold, offered for sale, exchanged, or offered for exchange.

TOBACCO RETAILING. The doing of any of the activities mentioned in the definition of tobacco retailer. This definition is without regard to the quantity of tobacco, tobacco products, or tobacco paraphernalia sold, offered for sale, exchanged, or offered for exchange.

(Ord. 1321, passed 10-1-08; Am. Ord. 1463, passed 11-3-21; Am. Ord. 1501, passed 4-5-23)

§ 125.020 REQUIREMENTS AND PROHIBITIONS.

(A) *Tobacco retailer license required.* It shall be unlawful for any person to act as a tobacco retailer in the city without first obtaining and maintaining a valid tobacco retailer's license pursuant to this chapter for each location at which that activity is to occur. Tobacco retailing without a valid tobacco retailer's license is a nuisance as a matter of law.

(B) *Lawful business operation.* In the course of tobacco retailing or in the operation of the business or maintenance of the location for which a license issued, it shall be a violation of this chapter for a licensee, or any of the licensee's agents or employees, to violate any local, state, or federal law applicable to tobacco products, tobacco paraphernalia, or tobacco retailing.

(C) *Display of license.* Each tobacco retailer license shall be prominently displayed in a publicly visible location at the licensed location.

(D) *Positive identification required.* No person engaged in tobacco retailing shall sell or transfer a tobacco product or tobacco paraphernalia to another person who appears to be under the age of 27 years without first examining the identification of the recipient to confirm that the recipient is at least the minimum age under state law to purchase and possess the tobacco product or tobacco paraphernalia.

(E) *Minimum age for persons selling tobacco.* No person who is younger than the minimum age established by state law for the purchase or possession of tobacco products shall engage in tobacco retailing.

(F) *Self-service displays prohibited.* Tobacco retailing by means of a self-service display is prohibited.

(G) *False and misleading advertising prohibited.* A tobacco retailer or proprietor without a valid tobacco retailer license, including, for example, a person whose license has been revoked:

(1) Shall keep all tobacco products and tobacco paraphernalia out of public view. The public display of tobacco products or tobacco paraphernalia in violation of this provision shall constitute tobacco retailing without a license under § 125.010; and

(2) Shall not display any advertisement relating to tobacco products or tobacco paraphernalia that promotes the sale or distribution of such products from the tobacco retailer's location or that could lead a reasonable consumer to believe that such products can be obtained at that location.

(H) No tobacco retailer shall sell or offer for sale or possess with the intent to sell or offer for retail sale in the City of Baldwin Park, any flavored tobacco product or any component, part, or accessory intended to impart or imparting a characterizing flavor in any form, to any tobacco product or nicotine delivery device, including electronic smoking devices. There shall be a rebuttable presumption that a tobacco product is a flavored tobacco product if a tobacco retailer or any employee or agent of a tobacco retailer has:

- (1) Made a public statement or claim that the tobacco product imparts a characterizing flavor;
- (2) Used text and/or images on the tobacco product's retail labeling or retail packaging to explicitly or implicitly indicate that the tobacco product imparts a characterizing flavor; or
- (3) Taken action directed to consumers in the retail business that would be reasonably expected to cause consumers to believe the tobacco product imparts a characterizing flavor.

(Ord. 1321, passed 10-1-08; Am. Ord. 1463, passed 11-3-21; Am. Ord. 1501, passed 4-5-23)

§ 125.030 LIMITS ON ELIGIBILITY FOR A TOBACCO RETAILER LICENSE.

(A) No license may be issued to authorize tobacco retailing at other than a fixed location. For example, tobacco retailing by persons on foot or from vehicles is prohibited.

(B) No license may be issued to authorize tobacco retailing at any location that is exclusively zoned for residential uses (R-1, RG or R3 zones).

(C) No license may be issued to authorize tobacco retailing at any location that is licensed under state law to serve alcoholic beverages for consumption on the premises (such as an "on-sale" license issued by the California Department of Alcoholic Beverage Control) and no license may be issued to authorize tobacco retailing at any location offering food for sale for consumption on the premises. For example, and without limitation, tobacco retailing is prohibited in bars and restaurants. This provision shall take effect on November 1, 2009, which is one year after the effective date of the ordinance adopting this chapter.

(Ord. 1321, passed 10-1-08)

§ 125.040 APPLICATION PROCEDURE.

(A) (1) Application for a tobacco retailer's license shall be submitted in the name of each proprietor proposing to conduct tobacco retailing and shall be signed by each proprietor or an authorized agent thereof.

(2) It is the responsibility of each proprietor to be informed regarding all laws applicable to tobacco retailing, including those laws affecting the issuance of a tobacco retailer's license. No proprietor may rely on the issuance of a license as a determination by the city the proprietor has complied with all laws applicable to tobacco retailing. A license issued contrary to this chapter, contrary to any other law, or on the basis of false or misleading information supplied by a proprietor shall be revoked pursuant to § 125.080 of this chapter. Nothing in this chapter shall be construed to vest in any person obtaining and maintaining a tobacco retailer's license any status or right to act as a tobacco retailer in contravention of any provision of law.

(3) All applications shall be submitted on a form supplied by the Department and shall contain the following information:

- (a) The name, address, and telephone number of each proprietor of the business seeking a license.
- (b) The business name, address, and telephone number of the single, fixed location for which a license is sought.
- (c) A single name and mailing address authorized by each proprietor to receive all communications and notices (the "authorized address") required by, authorized by, or convenient to the enforcement of this chapter. If an authorized address is not supplied, each proprietor shall be understood to consent to the provision of notice at the business address specified in division (b) above.
- (d) Proof the location for which a tobacco retailer's license is sought has been issued a valid state tobacco retailer's license by the California Board of Equalization.

(e) Whether or not any proprietor or any agent of the proprietor has admitted violating, or has been found to have violated, this chapter and, if so, the dates and locations of all such violations within the previous five years. If person filing the application for a tobacco retailer does not disclose past violations and a license is issued, the license can be revoked as soon as the past violations are discovered pursuant to § 125.110 below.

(f) Such other information as the Chief Executive Officer deems necessary for the administration or enforcement of this chapter as specified on the application form required by this section.

(B) A licensed tobacco retailer shall inform the Department in writing of any change in the information submitted on an application for a tobacco retailer's license within ten business days after a change.

(C) All information specified in an application pursuant to this section shall be subject to disclosure under the California Public Records Act (California Government Code § 6250 *et seq.*) or any other applicable law, subject to the laws' exemptions.

(Ord. 1321, passed 10-1-08)

§ 125.050 ISSUANCE OF LICENSE.

Upon the receipt of a completed application for a tobacco retailer's license and the license fee required by this chapter, the Department shall issue a license unless substantial evidence demonstrates that one or more of the following bases for denial exist:

(A) The information presented in the application is inaccurate or false. Intentionally supplying inaccurate or false information shall be a violation of this chapter.

(B) The application seeks authorization for tobacco retailing at a location for which this chapter prohibits issuance of tobacco retailer licenses. However, this subparagraph shall not constitute a basis for denial of a license if the applicant provides the city with documentation demonstrating by clear and convincing evidence the applicant has acquired or is acquiring the location or business in an arm's length transaction.

(C) The application seeks authorization for tobacco retailing for a proprietor to whom this chapter prohibits a license to be issued.

(D) The application seeks authorization for tobacco retailing that is prohibited pursuant to this chapter, that is unlawful pursuant to this code, including, without limitation, the zoning ordinance, building code, and business license tax ordinance, or that is unlawful pursuant to any other law.

(Ord. 1321, passed 10-1-08)

§ 125.060 LICENSE RENEWAL AND EXPIRATION.

(A) *Renewal of license.* A tobacco retailer's license is invalid if the appropriate fee has not been timely paid in full or if the term of the license has expired. The term of a tobacco retailer license is one year. Each tobacco retailer shall apply for the renewal of his or her tobacco retailer's license and submit the annual license fee no later than 30 days prior to expiration of the term.

(B) *Expiration of license.* A tobacco retailer's license that is not timely renewed shall expire at the end of its term. To renew a license not timely renewed pursuant to division (A), the proprietor must:

(1) Submit the license fee and application renewal form; and

(2) Submit a signed affidavit affirming the proprietor:

(a) Has not sold and will not sell any tobacco product or tobacco paraphernalia after the license expiration date and before the license is renewed; or

(b) Has waited the appropriate ineligibility period established for tobacco retailing without a license, as set forth in § 125.120(A) of this chapter, before seeking renewal of the license.

(Ord. 1321, passed 10-1-08)

§ 125.070 LICENSES NONTRANSFERABLE.

(A) A tobacco retailer's license may not be transferred from one person to another or from one location to another. A new tobacco retailer's license is required whenever a tobacco retailing location has a change in proprietor(s).

(B) Notwithstanding any other provision of this chapter, prior violations at a location shall continue to be counted against a location and license ineligibility periods shall continue to apply to a location unless:

(1) The location has been fully transferred to a new proprietor or fully transferred to entirely new proprietors; and

(2) The new proprietor(s) provide the city with clear and convincing evidence the new proprietor(s) have acquired or is acquiring the location in an arm's length transaction.

(Ord. 1321, passed 10-1-08)

§ 125.080 LICENSE CONVEYS A LIMITED, CONDITIONAL PRIVILEGE.

Nothing in this chapter shall be construed to grant any person obtaining and maintaining a tobacco retailer's license any status or right other than the limited conditional privilege to act as a tobacco retailer at the location in the city identified on the face of the permit. For example, nothing in this chapter shall be construed to render inapplicable, supercede, or apply in lieu of, any other provision of applicable law, including but not limited to, any provision of this Code, including, without limitation, the zoning ordinance, building codes, and business license tax ordinance, or any condition or limitation on smoking in an enclosed place of employment pursuant to Cal. Lab. Code § 6404.5. For example, obtaining a tobacco retailer license does not make the retailer a "retail or wholesale tobacco shop" for the purposes of Cal. Lab. Code § 6404.5.

(Ord. 1321, passed 10-1-08)

§ 125.090 FEE FOR LICENSE.

The fee to issue or to renew a tobacco retailer's license shall be established from time to time by resolution of the City Council. The fee shall be annual and shall be calculated so as to recover the cost of administration and enforcement of this chapter, including, for example, issuing a license, administering the license program, retailer education, retailer inspection and compliance checks, documentation of violations, and prosecution of violators, but shall not exceed the cost of the regulatory program authorized by this chapter. All fees and interest upon proceeds of fees shall be used exclusively to fund the program. Fees are nonrefundable except as may be required by law.

(Ord. 1321, passed 10-1-08)

§ 125.100 COMPLIANCE MONITORING.

(A) Compliance with this chapter shall be monitored by the Department. In addition, any peace officer may enforce the penal provisions of this chapter. The city may designate any number of additional persons to monitor compliance with this chapter.

(B) The Department or other person designated to enforce the provisions of this chapter shall check the compliance of each tobacco retailer at least as often as established by the Chief Executive Officer which could be as often as three times per a 12-month period. The Department may check the compliance of tobacco retailers previously found to be in compliance a fewer number of times so the Department may check the compliance of new licensees and tobacco retailers previously found in violation of the licensing law more frequently. Nothing in this section shall create a right of action in any licensee or other person against the city or its agents.

(C) Compliance checks shall be conducted so as to allow the Department to determine, at a minimum, if the tobacco retailer is conducting business in a manner that complies with laws regulating youth access to tobacco. When the Department deems appropriate, the compliance checks shall determine compliance with other laws applicable to tobacco retailing.

(D) The city shall not enforce any law establishing a minimum age for tobacco purchases or possession against a person who otherwise might be in violation of such law because of the person's age (hereinafter "youth decoy") if the potential violation occurs when:

(1) The youth decoy is participating in a compliance check supervised by a peace officer or a code enforcement official of the city;

(2) The youth decoy is acting as an agent of a person designated by the city to monitor compliance with this chapter; or

(3) The youth decoy is participating in a compliance check funded in part, either directly or indirectly through subcontracting, by the Los Angeles County Health Department or the California Department of Health Services.

(Ord. 1321, passed 10-1-08)

§ 125.110 REVOCATION OF LICENSE.

(A) *Revocation of license for violation.* In addition to any other penalty authorized by law, a tobacco retailer's license shall be revoked if any court of competent jurisdiction determines, or the Department finds based on a preponderance of the evidence, after the licensee is afforded notice and an opportunity to be heard, the licensee, or any of the licensee's agents or employees, has violated any of the requirements, conditions, or prohibitions of this chapter or has pleaded guilty, "no contest" or its equivalent, or admitted to a violation of any law designated in § 125.020 above.

(B) *New license after revocation.*

(1) After revocation for a first violation of this chapter at a location within any five-year period, no new license may issue for the location until ten days have passed from the date of revocation.

(2) After revocation for a second violation of this chapter at a location within any five-year period, no new license may issue for the location until 30 days have passed from the date of last revocation.

(3) After revocation for a third violation of this chapter at a location within any five-year period, no new license may issue for the location until 90 days have passed from the date of last revocation.

(4) After revocation for four or more violations of this chapter at a location within any five-year period, no new license may be issued for the location until five years have passed from the date of the last revocation.

(C) *Appeal of revocation.* A decision of the Department to revoke a license is appealable to the Chief Executive Officer and must be filed with City Clerk within ten days after mailing of the Department's decision. If such an appeal is made, then it shall stay enforcement of the appealed action. An appeal to the Chief Executive Officer is not available for a revocation made pursuant to division (D) below. The decision by the Chief Executive Officer shall be the final decision of the city.

(D) *Revocation of license wrongly issued.* A tobacco retailer's license shall be revoked if the Department finds, after the licensee is afforded notice and an opportunity to be heard, one or more of the bases for denial of a license under § 125.050 existed at the time application was made or at any time before the license issued. The decision by the Department shall be the final decision of the city. Such a revocation shall be without prejudice to the filing of a new license application.

(Ord. 1321, passed 10-1-08)

§ 125.120 TOBACCO RETAILING WITHOUT A LICENSE.

(A) In addition to any other penalty authorized by law, if a court of competent jurisdiction determines, or the Department finds based on a preponderance of evidence, after notice and an opportunity to be heard, any person has engaged in tobacco retailing at a location without a valid tobacco retailer's license, either directly or through the person's agents or employees, then the person shall be ineligible to apply for, or to be issued, a tobacco retailing license as follows:

(1) After a first violation of this section at a location within any five-year period, no new license may be issued for the person or the location (unless ownership of the business at the location has been transferred in an arm's length

transaction), until 30 days have passed from the date of the violation.

(2) After a second violation of this section at a location within any five-year period, no new license may be issued for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until 90 days have passed from the date of the last violation.

(3) After a third or subsequent violation of this section at a location within any five-year period, no new license may be issued for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until five years have passed from the date of the last violation.

(B) Tobacco products and tobacco paraphernalia offered for sale or exchange in violation of this section are subject to seizure by the Department or any peace officer and shall be forfeited after the licensee and any other owner of the tobacco products and tobacco paraphernalia seized is given reasonable notice and an opportunity to demonstrate the tobacco products and tobacco paraphernalia were not offered for sale or exchange in violation of this chapter. The decision by the Department or peace officer may be appealed pursuant to the procedures set forth in § 125.110(C). Forfeited tobacco products and tobacco paraphernalia shall be destroyed after all internal appeals have been exhausted and the time in which to seek judicial review pursuant to California Code of Civil Procedure § 1094.6 or other applicable law has expired without the filing of a lawsuit or, if such a suit is filed, after judgment in that suit becomes final.

(C) For the purposes of the civil remedies provided in this chapter, each day on which a tobacco product or tobacco paraphernalia is offered for sale in violation of this chapter or each individual retail tobacco product and each individual retail item of tobacco paraphernalia that is distributed, sold, or offered for sale in violation of this chapter shall constitute a separate violation of this chapter.

(Ord. 1321, passed 10-1-08)

§ 125.130 ENFORCEMENT.

(A) The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.

(B) Whenever evidence of a violation of this chapter is obtained in any part through the participation of a person under the age of 18 years old, such a person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.

(C) Each violation of this chapter is subject to a civil action brought by the City Attorney, punishable by a civil fine not less than \$250 and not exceeding \$1,000 per violation.

(D) Each violation of this chapter may, in the discretion of the City Attorney, be prosecuted as an infraction or a misdemeanor when the interests of justice so require.

(E) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this chapter shall also constitute a violation of this chapter.

(F) Each violation of this chapter is hereby declared to be a public nuisance.

(G) In addition to other remedies provided by this chapter or by other law, any violation of this chapter may be remedied by a civil action brought by the City Attorney, including, for example, administrative citation, judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.

(Ord. 1321, passed 10-1-08)

Chapter 8.10 - RETAIL SALES OF TOBACCO PRODUCTS

ATTACHMENT D**Sections:***Footnotes:*

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Editor's note— Ord. No. 2781, § 1, adopted Nov. 15, 2011, amended Ch. 8.10 in its entirety, in effect repealing and reenacting said chapter to read as herein set out. The former Ch. 8.10, §§ 8.10.010 and 8.10.020, pertained to vendor assisted sales of tobacco and derived from Ord. No. 2547, § 1 (part), 2002.

8.10.010 - Definitions.

The following words and phrase, whenever used in this chapter, shall have the meanings defined in this section unless the context clearly requires otherwise:

"Arm's length transaction" means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two (2) informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this chapter is not an arm's length transaction.

"Characterizing flavor" means a taste or aroma, other than the taste or aroma of tobacco, imparted either prior to or during consumption of a tobacco product or any byproduct produced by the tobacco product, including, but not limited to, tastes or aromas relating to menthol, mint, wintergreen, fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, herb, or spice. Characterizing flavor includes flavor in any form, mixed with, or otherwise added to, any tobacco product or nicotine delivery device, including electronic smoking devices.

"Cigar" means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing more than three (3) pounds per thousand.

"Cigarette" means: (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco; and (2) any roll of tobacco wrapped in any substance containing tobacco, which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by consumers as a cigarette described herein.

"Consumer" means a person who purchases a tobacco product for consumption and not for sale to another.

"Department" means the Finance Department of the City of El Monte, and any division or person designated by the department to enforce or administer the provisions of this chapter.

"Electronic smoking device" means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah. Electronic smoking device includes any component, part, or accessory of the device, and also includes any substance that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine. Electronic smoking device does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

"Flavored tobacco product" means any tobacco product, as defined in this [Chapter 8.10](#), which imparts a characterizing flavor. There shall be a rebuttable presumption that a tobacco product is a flavored tobacco product if a tobacco retailer, manufacturer, or any employee or agent of a tobacco retailer or manufacturer has: (i) made a public statement or claim that the tobacco product imparts a characterizing flavor; (ii) used text and/or images on the tobacco product's labeling or packaging to explicitly or implicitly indicate that the tobacco product imparts a characterizing flavor; or (iii) taken action directed to consumers that would be reasonably expected to cause consumers to believe the tobacco product imparts a characterizing flavor.

"Little cigar" means any roll of tobacco—other than a cigarette—wrapped entirely or in part in tobacco or any substance containing tobacco and weighing no more than three (3) pounds per thousand. "Little cigar" includes, but is not limited to, any tobacco product known or labeled as a "small cigar," "cigarillo," or "little cigar."

"Package" or "packaging" means a pack, box, carton or container of any kind, or, if no other container, any wrapping (including cellophane) in which a tobacco product is sold or offered for sale to a consumer.

"Person" means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

"Proprietor" means a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a ten (10) percent or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person can or does have or share ultimate control over the day-to-day operations of a business.

"Self-service display" means the open display or storage of tobacco products in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.

"Sale" or "sell" means any transfer, exchange, barter, gift, offer for sale, or distribution for commercial purpose, in any manor or by any means whatsoever.

"Smoke" means the gases, particles, or vapors released into the air as a result of combustion, electrical ignition or vaporization. The term "smoke" includes, but is not limited to, tobacco smoke, electronic cigarette vapors, marijuana smoke or any other weed, herb, flower or plant.

"Smoking" means the generation of smoke, as defined herein, through the use and/or operation of any tobacco product.

"Tobacco paraphernalia" means any item designed or marketed for the consumption, use, or preparation of tobacco products.

"Tobacco product" means:

1. Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, and snuff;
2. Any electronic smoking device that delivers nicotine or other substances to the person inhaling from the device, including, but not limited to, an electronic cigarette, electronic cigar, electronic pipe, or electronic hookah; or
3. Any component, part, or accessory intended or reasonably expected to be used with a tobacco product, whether or not sold separately or any of these contains tobacco or nicotine. "Tobacco product" does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

"Tobacco retailer" means any person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia. "Tobacco retailing" shall mean the doing of any of these things. This definition is without regard to the quantity of tobacco products or tobacco paraphernalia sold, offered for sale, exchanged, or offered for exchange.

(Ord. No. 2781, § 1, 11-15-2011; Ord. No. 2935, §§ 2, 3, 9-4-2018; Ord. No. 2980, §§ 2—4, 6-23-2020)

8.10.020 - Requirements and prohibitions.

- A. Tobacco Retailer Permit Required. It shall be unlawful for any person to act as a tobacco retailer in the city without first obtaining and maintaining a valid tobacco retailer's permit pursuant to this chapter for each location at which that activity is to occur. Tobacco retailing without a valid tobacco retailer's permit is a nuisance as a matter of law.

- B. Lawful Business Operation. In the course of tobacco retailing or in the operation of the business or maintenance of the location for which a permit issued, it shall be a violation of this chapter for a permittee or any of the permittee's agents or employees, to violate any local, state, or federal law applicable to tobacco products.
- C. Display of Permit. Each tobacco retailer permit shall be prominently displayed in a publicly visible location at the permitted location.
- D. Positive Identification Required. No person engaged in tobacco retailing shall sell or transfer a tobacco product to another person who appears to be under the age of twenty-seven (27) years without first examining the identification of the recipient to confirm that the recipient is at least the minimum age under state law to purchase and possess the tobacco product.
- E. Minimum Age for Persons Selling Tobacco. No person who is younger than the minimum age established by state law for the purchase or possession of tobacco products shall engage in tobacco retailing.
- F. Self-Service Displays Prohibited. Tobacco retailing by means of a self-service display is prohibited.
- G. False and Misleading Advertising Prohibited. A tobacco retailer or proprietor without a valid tobacco retailer permit, including, for example, a person whose permit has been revoked:
 - 1. Shall keep all tobacco products out of public view. The public display of tobacco products in violation of this provision shall constitute tobacco retailing without a permit under Section 8.10.120; and
 - 2. Shall not display any advertisement relating to tobacco products that promotes the sale or distribution of such products from the tobacco retailer's location or that could lead a reasonable consumer to believe that such products can be obtained at that location.
- H. Packaging and Labeling. No tobacco retailer shall sell any tobacco product to any consumer unless such product: (1) is sold in the original manufacturer's packaging intended for sale to consumers; and (2) conforms to all applicable federal labeling requirements.
- I. Minimum Package Size for Little Cigars and Cigars. No tobacco retailer shall sell to a consumer:
 - 1. Any little cigar unless it is sold in a package of at least twenty (20) little cigars.
 - 2. Any cigar unless it is sold in a package of at least six (6) cigars, provided, however, that this Subsection I.2. of 8.10.020 shall not apply to a cigar that has a price of at least five dollars (\$5.00) per cigar, including all applicable taxes and fees.
- J. No tobacco retailer shall sell or offer for sale, or possess with the intent to sell or offer for sale, any flavored tobacco product or any component, part, or accessory intended to impart or imparting a characterizing flavor in any form, to any tobacco product or nicotine delivery device, including electronic smoking devices. There shall be a rebuttable presumption that a

tobacco retailer in possession of four (4) or more flavored tobacco products, including, but not limited to, individual flavored tobacco products, packages of flavored tobacco products, or any combination thereof, possesses such flavored tobacco products with intent to sell or offer for sale. There shall be a rebuttable presumption that a tobacco product is a flavored tobacco product if a tobacco retailer, manufacturer, or any employee or agent of a tobacco retailer or manufacturer has:

1. Made a public statement or claim that the tobacco product imparts a characterizing flavor;
2. Used text and/or images on the tobacco product's labeling or packaging to explicitly or implicitly indicate that the tobacco product imparts a characterizing flavor; or
3. Taken action directed to consumers that would be reasonably expected to cause consumers to believe the tobacco product imparts a characterizing flavor.

(Ord. No. 2781, § 1, 11-15-2011; Ord. No. 2935, § 3, 9-4-2018; Ord. No. 2980, § 5, 6-23-2020)

Editor's note— The provisions of subsection J of Section 8.10.020 shall become operative as of January 1, 2021.

8.10.030 - Limits on eligibility for a tobacco retailer permit.

No permit may issue to authorize tobacco retailing at other than a fixed location. For example, tobacco retailing by persons on foot or from vehicles is prohibited.

(Ord. No. 2781, § 1, 11-15-2011)

8.10.040 - Application procedure.

- A. Application for a tobacco retailer's permit shall be submitted in the name of each proprietor proposing to conduct retail tobacco sales and shall be signed by each proprietor or an authorized agent thereof.
- B. It is the responsibility of each proprietor to be informed regarding all laws applicable to tobacco retailing, including those laws affecting the issuance of a tobacco retailer's permit. No proprietor may rely on the issuance of a permit as a determination by the city that the proprietor has complied with all laws applicable to tobacco retailing. A permit issued contrary to this chapter, contrary to any other law, or on the basis of false or misleading information supplied by a proprietor shall be revoked pursuant to Section 8.10.110(D) of this chapter. Nothing in this chapter shall be construed to vest in any person obtaining and maintaining a tobacco retailer's permit any status or right to act as a tobacco retailer in contravention of any provision of law.
- C. All applications shall be submitted on a form supplied by the department and shall contain the following information:

1. The name, address, and telephone number of each proprietor of the business seeking a permit.
 2. The business name, address, and telephone number of the single fixed location for which a permit is sought.
 3. A single name and mailing address authorized by each proprietor to receive all communications and notices (the "authorized address") required by, authorized by, or convenient to the enforcement of this chapter. If an authorized address is not supplied, each proprietor shall be understood to consent to the provision of notice at the business address specified in subsection (C)2 above.
 4. Proof that the location for which a tobacco retailer's permit is sought has been issued a valid state tobacco retailer's permit by the California Board of Equalization.
 5. Whether or not any proprietor or any agent of the proprietor has admitted violating, or has been found to have violated, this chapter and, if so, the dates and locations of all such violations within the previous five (5) years.
 6. Such other information as the department deems necessary for the administration or enforcement of this chapter as specified on the application form required by this section.
- D. A permitted tobacco retailer shall inform the department in writing of any change in the information submitted on an application for a tobacco retailer's permit within ten (10) business days of a change.
- E. Permit applications must be submitted prior to January 1 of the calendar year for which the permit will be in effect.

(Ord. No. 2781, § 1, 11-15-2011)

8.10.050 - Issuance of Permit.

- A. Upon the receipt of a complete application for a tobacco retailer's permit and the permit fee required by this chapter, the department shall issue a permit unless substantial evidence demonstrates that one or more of the following bases for denial exists:
1. The information presented in the application is inaccurate or false. Intentionally supplying inaccurate or false information shall be a violation of this chapter.
 2. The application seeks authorization for tobacco retailing at a location for which this chapter prohibits issuance of tobacco retailer permits. However, this subparagraph shall not constitute a basis for denial of a permit if the applicant provides the city with documentation demonstrating by clear and convincing evidence that the applicant has acquired or is acquiring the location or business in an arm's length transaction.
 3. The application seeks authorization for tobacco retailing for a proprietor to whom this chapter prohibits a permit to be issued.

4. The application seeks authorization for tobacco retailing that is prohibited pursuant to this chapter, that is unlawful to this Municipal Code, or that is unlawful pursuant to any other law.

(Ord. No. 2781, § 1, 11-15-2011)

8.10.060 - Permit renewal and expiration.

- A. Renewal of Permit. A tobacco retailer's permit is invalid if the appropriate fee has not been timely paid in full or if the term of the permit has expired. The term of a tobacco retailer permit is one year commencing on January 1 and ending on December 31 of the same calendar year. Each tobacco retailer shall apply for the renewal of his or her tobacco retailer's permit and submit the permit fee no later than thirty (30) days prior to the expiration of the term.
- B. Expiration of Permit. A tobacco retailer's permit that is not timely renewed shall expire at the end of its term. To renew a permit not timely renewed pursuant to subsection (A), the proprietor must:
 1. Submit the permit fee and application renewal form; and
 2. Submit a signed affidavit affirming that the proprietor:
 - a. Has not sold and will not sell any tobacco products after the permit expiration date and before the permit is renewed; or
 - b. Has waited the appropriate ineligibility period established for tobacco retailing without a permit, as set forth in Section 8.10.120(A) of this chapter, before seeking renewal of the permit.

(Ord. No. 2781, § 1, 11-15-2011)

8.10.070 - Permit Nontransferable.

- A. A tobacco retailer's permit may not be transferred from one person to another or from one location to another. A new tobacco retailer's permit is required whenever a tobacco retailing location has a change in proprietor(s).
- B. Notwithstanding any other provision of this chapter, prior violations at a location shall continue to be counted against a location and permit ineligibility periods shall continue to apply to a location unless:
 1. The location has been fully transferred to a new proprietor or fully transferred to entirely new proprietors; and
 2. The new proprietor(s) provide the city with clear and convincing evidence that the new proprietor(s) have acquired or is acquiring the location in an arm's length transaction.

(Ord. No. 2781, § 1, 11-15-2011)

8.10.080 - Permit conveys a limited, conditional privilege.

Nothing in this chapter shall be construed to grant any person obtaining and maintaining a tobacco retailer's permit any status or right other than the limited conditional privilege to act as a tobacco retailer at the location in the city identified on the face of the permit. For example, nothing in this chapter shall be construed to render inapplicable, supersede, or apply in lieu of, any other provision of applicable law, including but not limited to, any provision of this Municipal Code, or any condition or limitation on smoking in an enclosed place of employment pursuant to California Labor Code Section 6404.5. For example, obtaining a tobacco retailer permit does not make the retailer a "retail or whole tobacco shop" for the purposes of California Labor Code Section 6404.5.

(Ord. No. 2781, § 1, 11-15-2011)

8.10.090 - Fee for permit.

By resolution, the city council shall establish and may from time to time adjust a schedule of fees for the issuance of a tobacco retailer's permit under this chapter. Fees shall be calculated so as to recover the cost of administration and enforcement of this chapter, including, for example, issuing a permit, administering the permit program, retailer education, retailer inspection and compliance checks, documentation of violations, and prosecutions of violators, but shall not exceed the cost of the regulatory program authorized by this chapter. Fees are nonrefundable except as may be required by law.

(Ord. No. 2781, § 1, 11-15-2011)

8.10.100 - Compliance monitoring.

- A. Compliance with this chapter shall be monitored by the department. In addition, any sworn peace officer or City of El Monte Code Enforcement Officer may enforce the penal provisions of this chapter. The city may designate any number of additional persons to monitor compliance with this chapter.
- B. The department or other person designated to enforce the provisions of this chapter shall check the compliance of each tobacco retailer at least once per twelve-month period. Nothing in this paragraph shall create a right of action in any permittee or other person against the city or its agents.
- C. Compliance checks shall be conducted so as to allow the department to determine, at a minimum, if the tobacco retailer is conducting business in a manner that complies with laws regulating youth access to Tobacco. When the department deems appropriate, the compliance

checks shall determine compliance with other laws applicable to tobacco retailing.

(Ord. No. 2781, § 1, 11-15-2011)

8.10.110 - Suspension/revocation of permit.

- A. Suspension of Permit for Violation. In addition to any other penalty authorized by law, a tobacco retailer permit shall be suspended or revoked if any court of competent jurisdiction determines, or the department finds based on a preponderance of the evidence, after the permittee is afforded notice and an opportunity to be heard, that the permittee, or any of the permittee's agents or employees, has violated any of the requirements, conditions, or prohibitions of this part or has pleaded guilty, "no contest" or its equivalent, or admitted to a violation of any law designated in Section 8.10.020 of this chapter. A tobacco retailer or proprietor whose permit has been suspended is deemed not to have a valid tobacco retailer permit during the suspension period for purposes of this chapter.
- B. Tobacco Retailer Permit Suspension/Revocation.
 - 1. After suspension for a first violation of this part at a location within any three-year period, no person may engage in the retail sales of tobacco products at the location until fifteen (15) days have passed from the date of suspension.
 - 2. After suspension for a second violation of this part at a location within any three-year period, no person may engage in tobacco retailing at the location until thirty (30) days have passed from the date of suspension.
 - 3. After suspension for a third violation of this part at a location within any three-year period, no person may engage in tobacco retailing at the location until ninety (90) days have passed from the date of suspension.
 - 4. After revocation for four or more violations of this part at a location within any three-year period, no new permit may issue for the location until one year has passed from the date of revocation.
- C. Appeal of Suspension/Revocation. A decision of the department to suspend or revoke a permit is appealable to the City Manager and/or designee and must be filed with the City Clerk or within ten (10) days of mailing of the department's decision. If such an appeal is made, it shall stay enforcement of the appealed action. An appeal to the City Manager or designee is not available for a suspension or revocation made pursuant to subsection (D) of this section.
- D. Revocation of Permit Wrongly Issued. A tobacco retailer permit shall be revoked if the department finds, after the permittee is afforded notice and an opportunity to be heard, that one or more of the bases for denial of a permit under Section 8.10.050 existed at the time

application was made or at any time before the permit issued. The decision by the department shall be the final decision of the city. Such a revocation shall be without prejudice to the filing of a new permit application.

(Ord. No. 2781, § 1, 11-15-2011; Ord. No. 2789, 3-20-2012)

8.10.120 - Tobacco retailing without a permit.

- A. In addition to any other penalty authorized by law, if a court of competent jurisdiction determines, or the department finds based on a preponderance of evidence, after notice and an opportunity to be heard, that any person has engaged in tobacco retailing at a location without a valid tobacco retailer's permit, either directly or through the person's agents or employees, the person shall be ineligible to apply for, or to be issued, a tobacco retailing permit as follows:
1. After a first violation of this section at a location within any five-year period, no new permit may issue for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until thirty (30) days have passed from the date of the violation.
 2. After a second violation of this section at a location within any five-year period, no new permit may issue for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until ninety (90) days have passed from the date of the violation.
- B. Tobacco products offered for sale or exchange in violation of this section are subject to seizure by the department or any peace officer and shall be forfeited after the permittee and any other owner of the tobacco products seized is given reasonable notice and an opportunity to demonstrate that the tobacco products were not offered for sale or exchange in violation of this chapter. The decision by the department may be appealed pursuant to the procedures set forth in Section 8.10.110(C).
- C. For the purposes of the civil remedies provided in this chapter:
1. Each day on which a tobacco product is offered for sale in violation of this chapter; or
 2. Each individual retail tobacco product that is distributed, sold, or offered for sale in violation of this chapter;
- shall constitute a separate violation of this chapter.

(Ord. No. 2781, § 1, 11-15-2011; Ord. No. 2789, 3-20-2012)

8.10.130 - Enforcement.

- A. The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.
- B. Whenever evidence of a violation of this chapter is obtained in any part through the participation of a person under the age of eighteen (18) years old, such a person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.
- C. Violations of this chapter are subject to a civil action brought by the city prosecutor or the city attorney and are subject to an administrative fine as established by resolution of the City Council.
- D. Violations of this chapter may, in the discretion of the City Prosecutor or City Attorney, be prosecuted as infractions or misdemeanors when the interests of justice so require.
- E. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this chapter shall also constitute a violation of this chapter.
- F. Violations of this chapter are hereby declared to be public nuisances.
- G. In addition to other remedies provided by this chapter or by other law, any violation of this chapter may be remedied by a civil action brought by the City Attorney, including, for example, administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.

(Ord. No. 2781, § 1, 11-15-2011; Ord. No. 2935, § 4, 9-4-2018)

CHAPTER 5.75
TOBACCO RETAIL LICENSE

§ 5.75.010. Definitions.

The following words and phrases, whenever used in this chapter shall have the meanings defined in this section unless the context clearly requires otherwise:

"Arm's length transaction" means a sale in good faith and for valuable consideration that reflects the fair market value between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this chapter is not an arm's length transaction.

"Child-resistant packaging" means packaging that meets the definition set forth in Code of Federal Regulations, Title 16, Section 1700.15(b), as in effect on January 1, 2015, and was tested in accordance with the method described in Code of Federal Regulations, Title 16, Section 1700.20, as in effect on January 1, 2015.

"Cigar" means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing more than four and one-half pounds per thousand.

"Cigarette" means: (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco; and (2) any roll of tobacco wrapped in any substance containing tobacco which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described herein.

"Consumer" means a person who purchases a tobacco product for consumption and not for sale to another.

"Coupon" means any voucher, rebate, card, paper, note, form, statement, ticket, image, or other issue, whether in paper, digital, or other form, used for commercial purposes to obtain an article, product, service, or accommodation without charge or at a discounted price.

"Department" means the city's community and economic development department and any agency or person designated by the department to enforce or administer the provisions of this chapter.

"Director" means the city's community and economic development director or designee.

"Drug paraphernalia" has the meaning set forth in California Health and Safety Code Sections 11014.5, 11364.5, and 11364.7 as those sections may be amended from time to time.

"Electronic smoking device" means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an ecigarette, e-cigar, e-pipe, vape pen, or e-hookah. Electronic smoking device includes any component, part, or accessory of the device, and also includes any substance that may be aerosolized or vaporized by such device, whether or not the

substance contains nicotine. Electronic smoking device does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

"Flavored tobacco product" means any tobacco product that contains a taste or smell, other than the taste or smell of tobacco, that is distinguishable by an ordinary consumer either prior to, or during the consumption of, a tobacco product, including, but not limited to, any taste or smell relating to fruit, menthol, mint, wintergreen, chocolate, cocoa, vanilla, honey, molasses, or any candy, dessert, alcoholic beverage, herb, or spice.

"Full retail price" means the price listed for a tobacco product on its packaging or on any related shelving, advertising, or display where the tobacco product is sold or offered for sale, plus all applicable taxes and fees if such taxes and fees are not included in the listed price.

"Labeling" means written, printed, or graphic matter upon any tobacco product or any of its packaging, or accompanying such tobacco product.

"Little cigar" means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing no more than four and one-half pounds per thousand. "Little cigar" includes, but is not limited to, tobacco products known or labeled as small cigar, little cigar, or cigarillo.

"Manufacturer" means any person, including any repacker or relabeler, who manufactures, fabricates, assembles, processes, or labels a tobacco product; or imports a finished tobacco product for sale or distribution into the United States.

"Package" or "packaging" means a pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which a tobacco product is sold or offered for sale to a consumer.

"Person" means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

"Proprietor" means a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a ten percent or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person has or shares ultimate control over the day-to-day operations of a business.

"Sale" or "sell" means any transfer, exchange, barter, gift, offer for sale, or distribution for a commercial purpose, in any manner or by any means whatsoever.

"Self-service display" means the open display or storage of tobacco products in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.

"Tobacco product" means:

1. Any product containing, made of, or derived from tobacco or nicotine that is intended for human consumption or is likely to be consumed, whether smoked,

heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff;

2. Any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or
3. Any component, part, or accessory of subsection (1) or (2) above, whether or not any of these contains tobacco or nicotine, including, but not limited to, filters, rolling papers, blunt or hemp wraps, hookahs, mouthpieces, and pipes.

"Tobacco product" does not include drugs, devices, or combination products authorized for sale by the United States Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

"Tobacco retailer" means any person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco products. "Tobacco retailing" shall mean the doing of any of these things. This definition is without regard to the quantity of tobacco products sold, offered for sale, exchanged, or offered for exchange.

"Youth decoy" means a person under the age of twenty-one but not younger than eighteen, who is supervised by the sheriff's department or code enforcement division to conduct onsite sting investigations of a tobacco retailer to determine compliance with tobacco retailing laws.

(Ord. 1154 § 4, 2022)

§ 5.75.020. General requirements and prohibitions.

- A. Tobacco Retailer's License Required. Notwithstanding Section 9.42.030 of this code, it shall be unlawful for any person to act as a tobacco retailer in the city without first obtaining and maintaining a valid tobacco retailer's license pursuant to this chapter for each location at which tobacco retailing is to occur. Tobacco retailing without a valid tobacco retailer's license is a nuisance as a matter of law.
- B. Compliance With All Laws Required. In the course of tobacco retailing or in the operation of the business or maintenance of the location for which a license is issued, it shall be a violation of this chapter for any person, proprietor, or any of the tobacco retailer's agents or employees, to violate any local, state, or federal law applicable to tobacco products or tobacco retailing.
- C. Display of License. Each tobacco retailer license shall be prominently displayed in a publicly visible location at the licensed location.
- D. Minimum Legal Sales Age. No person engaged in tobacco retailing shall sell or offer to sell, give or offer to give, or transfer or offer to transfer any tobacco products to any person under twenty-one years of age.
- E. Minimum Clerk Age. No person who is younger than the minimum age established by state law for the purchase or possession of any tobacco product shall engage in tobacco retailing.

- F. **Positive Identification Required.** No person engaged in tobacco retailing shall sell or transfer a tobacco product to another person without first verifying by means of government-issued photographic identification that the recipient is at least twenty-one years of age.
- G. **Drug Paraphernalia.** It shall be a violation of this chapter for any person engaged in tobacco retailing or any of the tobacco retailer's agents or employees to violate any local, state, or federal law regulating controlled substances or drug paraphernalia, except that conduct authorized pursuant to state law shall not be a violation of this chapter.
- H. **Self-Service Displays Prohibited.** No tobacco retailer shall display tobacco products by means of a self-service display or engage in tobacco retailing by means of a self-service display. A tobacco retailer who chooses to display tobacco products in a locked cabinet, case or similar structure must post a clear and conspicuous sign on or within five feet of the display stating that the cabinet, case or structure is locked at all times.
- I. **Windows.**
 - 1. In the course of tobacco retailing or in the operation of a business or maintenance of a location for which a license is issued, it shall be a violation of this chapter for a proprietor, or any of the tobacco retailer's agents or employees, to cover more than ten percent of the window area with window signs unless otherwise prohibited in the applicable zone, whichever is more restrictive shall apply.
 - 2. All windows and doors shall be maintained to ensure law enforcement personnel have a clear and unobstructed view of the interior of the premises, including the area in which the cash registers are maintained, from exterior public rights-of-way or from the entrance. However, this subsection shall not apply to premises where there are no windows, or where the design or location of windows or landscaping precludes a view of the interior of the premises from exterior public rights-of-way or from the entrance.
- J. **False and Misleading Advertising Prohibited.** A tobacco retailer without a valid tobacco retailer license or a proprietor without a valid tobacco retailer license, including, for example, a person whose license has been suspended or revoked:
 - 1. Shall keep all tobacco products out of public view. The public display of tobacco products in violation of this provision shall constitute tobacco retailing without a license; and
 - 2. Shall not display any advertisement relating to tobacco products that promotes the sale or distribution of such products from the tobacco retailer's location or that could lead a reasonable consumer to believe that such products can be obtained at that location.

(Ord. 1154 § 4, 2022; Ord. 1170 § 4, 2023)

§ 5.75.030. Sale of flavored tobacco products prohibited.

- A. It shall be a violation of this chapter for any tobacco retailer or any of the tobacco retailer's agents or employees to sell or offer for sale, or to possess with intent to sell or offer for sale, any flavored tobacco product.
- B. There shall be a rebuttable presumption that a tobacco retailer in possession of four or more flavored tobacco products, including, but not limited to, individual flavored tobacco products, packages of flavored tobacco products, or any combination thereof, possesses such flavored tobacco products with intent to sell or offer for sale.
- C. There shall be a rebuttable presumption that a tobacco product is a flavored tobacco product if a tobacco retailer, manufacturer, or any employee or agent of a tobacco retailer or manufacturer has:
 - 1. Made a public statement or claim that the tobacco product has a taste or smell other than tobacco;
 - 2. Used text and/or images on the tobacco product's labeling or packaging to explicitly or implicitly indicate that the tobacco product has a taste or smell other than tobacco; or
 - 3. Taken action directed to consumers that would be reasonably expected to cause consumers to believe the tobacco product has a taste or smell other than tobacco.

(Ord. 1154 § 4, 2022)

§ 5.75.040. Tobacco product pricing and packaging.

- A. Packaging and Labeling. No tobacco retailer shall sell any tobacco product to any consumer unless such product: (1) is sold in the original manufacturer's packaging intended for sale to consumers; and (2) conforms to all applicable federal labeling requirements; and (3) conforms to all applicable child-resistant packaging requirements.
- B. Display of Price. The price of each tobacco product offered for sale shall be clearly and conspicuously displayed on the tobacco product or on any related shelving, posting, advertising, or display at the location where the item is sold or offered for sale.
- C. Prohibition of Tobacco Coupons and Discounts. No tobacco retailer shall:
 - 1. Honor or redeem, or offer to honor or redeem, a coupon to allow a consumer to purchase a tobacco product for less than the full retail price;
 - 2. Sell any tobacco product to a consumer through a multiple-package discount or otherwise provide any such product to a consumer for less than the full retail price in consideration for the purchase of any tobacco product or any other item; or

3. Provide any free or discounted item to a consumer in consideration for the purchase of any tobacco product.
(Ord. 1154 § 4, 2022)

§ 5.75.050. Application procedure.

- A. Application for a tobacco retailer's license shall be submitted in the name of each proprietor proposing to conduct retail tobacco sales and shall be signed by each proprietor or an authorized agent thereof. It is the responsibility of each proprietor to be informed regarding all laws applicable to tobacco retailing, including those laws affecting the issuance of a tobacco retailer's license. No proprietor may rely on the issuance of a license as a determination by the city that the proprietor has complied with all laws applicable to tobacco retailing. A license issued contrary to this chapter, contrary to any other law, or on the basis of false or misleading information supplied by a proprietor shall be revoked pursuant to Section 5.75.130 of this chapter. Nothing in this chapter shall be construed to vest in any person obtaining and maintaining a tobacco retailer's license any status or right to act as a tobacco retailer in contravention of any provision of law. All applications shall be submitted on a form supplied by the department and shall contain the following information:
 1. The name, address, and telephone number of each proprietor of the business seeking a license.
 2. The business name, address, and telephone number of the single fixed location for which a license is sought.
 3. A single name and mailing address authorized by each proprietor to receive all communications and notices (the "authorized address") required by, authorized by, or convenient to the enforcement of this chapter. If an authorized address is not supplied, each proprietor shall be understood to consent to the provision of notice at the business address specified in subsection (A)(2) above.
 4. Proof that the location for which a tobacco retailer's license is sought has been issued a valid state license for the sale of tobacco products, if the tobacco retailer sells products that require such license.
 5. Whether or not any proprietor or any agent of the proprietor has admitted violating, or has been found to have violated, this chapter or any other local, state, or federal law governing the sale of tobacco products and, if so, the dates and locations of all such violations within the previous five years.
 6. Such other information as the department deems necessary for the administration or enforcement of this chapter as specified on the application form required by this section.
 7. A statement signed by each proprietor that no drug paraphernalia is or will be sold at the business seeking the license.

- B. A licensed tobacco retailer shall inform the department in writing of any change in the information submitted on an application for a tobacco retailer's license within ten business days of a change.
- C. All information specified in an application pursuant to this section shall be subject to disclosure under the California Public Records Act (California Government Code Section 6250 et seq.) or any other applicable law.
(Ord. 1154 § 4, 2022)

§ 5.75.060. Issuance and renewal of license.

- A. Upon the receipt of a complete application for a tobacco retailer's license and the license fee required by this chapter, the department may approve or deny the application for a license, or it may delay action for a reasonable period of time to complete any investigation of the application or the applicant deemed necessary. The department may deny an application for a tobacco retailer's license based on any of the following:
 - 1. The application is incomplete, inaccurate, false, or misleading;
 - 2. The department has information that the applicant, or the applicant's agent(s) or employee(s), violated any local, state, or federal tobacco control law within the preceding one hundred eighty days; or
 - 3. The application seeks authorization for tobacco retailing at an address where a previous tobacco retail license has been suspended, revoked, or is subject to suspension or revocation proceedings for any violation of any of the provisions of this chapter. However, this shall not constitute a basis for denial of a tobacco retail license if either or both of the following apply:
 - a. The applicant provides documentation which clearly demonstrates that the applicant has acquired or is in the process of acquiring the premises or business in an arm's length transaction, or
 - b. It has been more than five years since the most recent tobacco retail license for that location was revoked;
 - 4. Any other suitable reason the granting of a license to the applicant is not consistent with the public health and welfare, including the applicant's history of noncompliance with this chapter and other laws relating to the sale of tobacco products.
- B. **Renewal of Tobacco Retail License.** A tobacco retail license shall be valid for one year and must be renewed between thirty and sixty days prior to the expiration of the tobacco retail license. A tobacco retail license may be renewed for additional one year periods by submission of a renewal application and the applicable fee. Any tobacco retail license that is suspended, has been revoked within the previous five years, or is subject to suspension or revocation proceedings shall not be renewed until suspension or revocation proceedings are complete and the suspension or revocation period, if any, is over.

(Ord. 1154 § 4, 2022)

§ 5.75.070. Business license required.

In addition to the tobacco retail license, any tobacco retailer must have a valid business license as required by Title 5 of this code.

(Ord. 1154 § 4, 2022)

§ 5.75.080. Licenses nontransferable.

A tobacco retailer's license may not be transferred from one person to another or from one location to another. A new tobacco retailer's license is required whenever a tobacco retailing location has a change in proprietor(s).

(Ord. 1154 § 4, 2022)

§ 5.75.090. License conveys a limited, conditional privilege.

Nothing in this chapter shall be construed to grant any person obtaining and maintaining a tobacco retailer's license any status or right other than the limited conditional privilege to act as a tobacco retailer at the location in the city identified on the face of the permit. Nothing in this chapter shall be construed to render inapplicable, supersede, or apply in lieu of, any other provision of applicable law, including, but not limited to:

- A. Any provision of this code, including, but not limited to, zoning, building and business license provisions; and/or
- B. Any condition or limitation on smoking in an enclosed place of employment pursuant to California Labor Code Section 6404.5. Obtaining a tobacco retailer's license does not make the retailer a "retail or wholesale tobacco shop" for the purposes of California Labor Code Section 6404.5.

(Ord. 1154 § 4, 2022)

§ 5.75.100. Fee for license.

The fee to issue or to renew a tobacco retailer's license shall be established from time to time by resolution of the city council. The fee shall be calculated so as to recover the cost of administration and enforcement of this chapter, including, for example, issuing a license, administering the license program, retailer education, retailer inspection and compliance checks, documentation of violations, and prosecution of violators, but shall not exceed the cost of the regulatory program authorized by this chapter. All fees and interest upon proceeds of fees shall be used exclusively to fund the program. Fees are nonrefundable except as may be required by law. The level of compliance monitoring will affect the fees charged to tobacco retailers.

(Ord. 1154 § 4, 2022)

§ 5.75.110. Compliance monitoring.

- A. Compliance with this chapter shall be monitored by the department and the city's code enforcement division. In addition, any peace officer may enforce the penal

provisions of this chapter. The city may designate additional persons to monitor compliance with this chapter.

- B. Monitoring may include, but is not limited to, unannounced inspections and/or youth decoy operations during a tobacco retailer's hours of operation.
- C. The department shall conduct unannounced inspections for each tobacco retailer at least one time per twelve-month period to ensure compliance with this chapter.
- D. The city will conduct at least one unannounced compliance check per twelve-month period that involves the participation of youth decoys, or an agent designated by the city to enter licensed premises to attempt to purchase tobacco products.
- E. The city shall not enforce any law establishing a minimum age for tobacco purchases or possession against a person who otherwise might be in violation of such law because of the person's age (youth decoy) if the potential violation occurs when:
 - 1. The youth decoy is participating in a compliance check supervised by a peace officer or a code enforcement officer of the city;
 - 2. The youth decoy is acting as an agent of a person designated by the city to monitor compliance with this chapter; or
 - 3. The youth decoy is participating in a compliance check funded in part, either directly or indirectly through subcontracting, by any city or local agency or the California Department of Health Services.
- F. Nothing in this section shall create a right of action in any licensee or other person against the city or its agents.
- G. Whenever evidence of a violation of this chapter is obtained in any part through the participation of a person under the age of twenty-one years old, including, but not limited to, a youth decoy operation, such a person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented by the city.
- H. Nothing in this chapter shall be construed to penalize the purchase, use, or possession of a tobacco product by any person not engaged in tobacco retailing.
(Ord. 1154 § 4, 2022; Ord. 1170 § 3, 2012)

§ 5.75.120. Violations.

- A. It shall be a violation of this chapter for any person, tobacco retailer/licensee, or its agent(s) or employee(s), to violate any federal, state, or local tobacco law or regulation, including any provision of this chapter. Each day that a violation continues is deemed to be a new and separate offense. No proof of knowledge, intent, or other mental state is required to establish a violation.
- B. Causing, permitting, aiding, abetting, or concealing a violation of any provision of

this chapter shall constitute a violation.

- C. The failure of the tobacco retailer/licensee, or the applicant's agent(s) or employee(s) to allow any peace officer, the director, or any authorized city official to conduct unscheduled inspections of the premises of the business for the purpose of ensuring compliance with any federal, state, or local tobacco law or regulation, including any provision of this chapter, at any time the business is open for business shall constitute a violation.
- D. No tobacco retailer/licensee or its agent(s) or employee(s) may sell or offer for sale any little cigar or cigarillo unless it is sold in a package of at least twenty little cigars or cigarillos. Little cigars or cigarillos may not be sold individually or in packages of less than twenty units.
- E. A tobacco retail license may be issued to authorize tobacco retailing at a fixed location only. Tobacco retailing on foot or from vehicles, carts, or any other non-fixed location, is prohibited and shall be considered a violation of this chapter.
(Ord. 1154 § 4, 2022)

§ 5.75.130. Suspension or revocation of license.

- A. In addition to any other remedy authorized by law, a tobacco retail license may be suspended or revoked as provided in this section if it is discovered that any of the following occurred:
 - 1. The licensee, or the licensee's agent(s) or employee(s), violated any provision of this chapter. Violation by a licensee at one location shall not be construed as a violation at another location of the same licensee, nor shall violations by a prior licensee at the same location be accumulated against a subsequent licensee at the same location;
 - 2. The original or renewal application contained incomplete, inaccurate, false, or misleading information;
 - 3. One or more of the bases for denial listed in Section 5.75.060 existed before the tobacco retail license was issued; or
 - 4. A licensee is convicted of a misdemeanor or felony violation of any federal, state, or local tobacco law or regulation, including any provision of this code.
- B. During any period of suspension or revocation, the licensee shall remove all tobacco products and from view, including from displays and behind counter storage areas, whether or not visible to the public. All tobacco products must be placed in a room that is separate from the area where point of sale transactions occur, or removed from the tobacco retail location entirely. Failure to do so may be considered a subsequent violation.
- C. During any period of suspension or revocation, the tobacco retailer/licensee shall conspicuously post, at each point of sale register and near the entrance door of the tobacco retail location, a notice of a tobacco retail license suspension provided by

the department. The notice shall include the suspension or revocation period, reason for suspension or revocation, tobacco retailer/licensee and location information, and department contact information to report violations.

D. When the director finds a violation as set forth in this chapter, the tobacco retail license may be suspended or revoked as follows:

1. Upon finding by the director of a first tobacco retail license violation, the tobacco retail license may be suspended for up to thirty days;
2. Upon a finding by the director of a second tobacco retail license violation within any five-year period, the tobacco retail license may be suspended for up to ninety days;
3. Upon a finding by the director of a third tobacco retail license violation in any five-year period, the tobacco retail license may be suspended for up to one hundred twenty days; and
4. Upon a finding by the director of a fourth tobacco retail license violation within a five-year period, the tobacco retail license shall be revoked.

(Ord. 1154 § 4, 2022)

§ 5.75.140. Suspension or revocation procedure.

A. Before a tobacco retail license is suspended or revoked, the director shall provide written notice to the licensee. Said notice shall include the following:

1. A statement that the proprietor's tobacco retail license is being suspended or revoked pursuant to this chapter;
2. The code section violated by licensee or licensee's agents or employees;
3. A description of the violation that occurred;
4. The address of the business where the violation occurred; and
5. The procedure for requesting an administrative review.

B. A licensee served with a notice of suspension or revocation may request an administrative review to contest the suspension or revocation. The request must be made in writing and filed with the city manager within ten calendar days of service of the notice of suspension or revocation. Failure to timely request an administrative review shall be deemed a waiver of the right to request such a review and a failure to exhaust administrative remedies.

C. After receiving a timely administrative review request, the city manager shall schedule an administrative review within twenty calendar days of receipt of the written request and designate a reviewing officer. The city manager may appoint as a reviewing officer, any department or other city employee who is not directly involved in inspection or enforcement of tobacco retailing establishments.

- D. The proprietor shall be given written notice of the date, time, and location of the administrative review and the name of the reviewing officer who will conduct the administrative review at least ten calendar days in advance of the review.
 - E. The reviewing officer, in their discretion, may grant a reasonable continuance upon the written request and showing of good cause.
 - F. At the administrative review, the department has the burden of providing by a preponderance of the evidence that the alleged violation occurred.
 - G. The failure to appear at the administrative review shall constitute an abandonment of the review request and a failure to exhaust administrative remedies.
 - H. Within ten calendar days after the close of the administrative review, the reviewing officer shall issue a written decision on the suspension or revocation of the tobacco retail license, including a statement of the basis for the decision. The reviewing officer's written decision shall constitute the final administrative decision of the city.
 - I. If the director revokes a tobacco retail license, no new tobacco retail license may be issued for five years after that revocation.
- (Ord. 1154 § 4, 2022)

§ 5.75.150. Violation—Other penalties.

- A. In addition to any other penalties and remedies provided by law, including the provisions of this chapter, any violation of the provisions of this chapter may be charged as a misdemeanor pursuant to Chapter 1.20 of this code, or, in the discretion of the prosecutor, as an infraction. Any person who violates any provision of this chapter is subject to an administrative citation pursuant to Chapter 1.20 as well as a civil action, including, but not limited to, an injunction, as well as prosecution for any criminal violation.
- B. In addition to any other penalty under this chapter, a person found to have engaged in tobacco retailing without a valid tobacco retail license shall be ineligible to apply for or be issued a tobacco retail license as follows:
 - 1. After a person is caught in violation of this section, no new tobacco retail license may be issued for the person as a proprietor until thirty days have passed from the date of the violation; and
 - 2. Each day that a person engages in tobacco retailing without a valid tobacco retail license shall constitute a separate violation.
- C. Any person found by the director to be ineligible to be issued a tobacco retail license pursuant to this section may request an administrative review within ten days of notice of the violation. The request must be made to the director in writing. Any administrative review shall be held pursuant to the provisions of Section 5.75.140 of this chapter.

D. Violations of this chapter are hereby declared to be public nuisances pursuant to this code.

(Ord. 1154 § 4, 2022; Ord. 1170 § 5, 2023)

§ 5.75.160. Conflict with other laws; severability; saving clause.

Nothing in this chapter shall be interpreted or applied so as to create any power or duty in conflict with any federal or state law. If any provision of this chapter or the application thereof to any person or circumstance is held invalid, the remainder of this chapter or the application of such provision to other persons or circumstances shall not be affected thereby.

(Ord. 1154 § 4, 2022)

ATTACHMENT F

Title 11 - HEALTH AND SAFETY
Division 1 - HEALTH CODE
Chapter 11.35 TOBACCO RETAILING

Chapter 11.35 TOBACCO RETAILING

11.35.010 Purpose and Application.

In promoting the health, safety, and general welfare of its residents, the County of Los Angeles has a substantial interest in encouraging compliance with federal, State, and local laws regulating tobacco sales and use; discouraging the purchase and use of tobacco products by anyone under the age of 21; increasing compliance with laws prohibiting the sale of tobacco products to anyone under the age of 21; and protecting children from being lured into nicotine and tobacco use through the illegal sale of products, including vaping products. It is the intent of the Ordinance codified in this Title, together with the additions to Title 7, to encourage responsible tobacco retailing and to discourage violations of tobacco-related laws, especially those that prohibit the sale or distribution of tobacco products to anyone under the age of 21. This Ordinance does not expand or reduce the degree to which the acts regulated by federal or State law are criminally proscribed or otherwise regulated.

(Ord. 2019-0049 § 4, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.020 Definitions.

For the purpose of this Chapter, the words and terms listed below shall have the following meanings:

- A. "Accessory" means equipment, products, or materials that are used, intended for use, or designed for use in smoking, vaping, ingesting, inhaling, or otherwise introducing tobacco or tobacco products into the human body and can be an object or device that is not essential in itself but adds to the beauty, convenience, or effectiveness of something else.
- B. "Arm's length transaction" means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, when neither is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for the primary purpose of avoiding the effect of the violations of this Chapter that occurred at the location, is presumed not to be an arm's length transaction.
- C. "Characterizing flavor" means a taste or aroma, other than the taste or aroma of tobacco, imparted either prior to or during consumption of a tobacco product or any byproduct produced by the tobacco product, including, but not limited to, tastes or aromas relating to menthol, mint, wintergreen, fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, herb, or spice. Characterizing flavor includes flavor in any form, mixed with or otherwise added to any tobacco product or nicotine delivery device, including electronic smoking devices.
- D. "Cigarette" is any roll of tobacco wrapped in paper or in any substance not containing tobacco, or any roll of tobacco wrapped in any substance containing tobacco which is likely to be offered to, or purchased as a cigarette, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling.
- E. "Cigarillo" means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing no more than three pounds per thousand units. "Cigarillo" includes, but is not limited to, tobacco products known or labeled as small cigar or little cigar.
- F. "Component" means any item intended or reasonably expected to be used with or for the human consumption of a tobacco product.

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- G. "Department" means the Los Angeles County Department of Public Health.
- H. "Director" means the Director of the Los Angeles County Department of Public Health or designee.
- I. "Electronic Smoking Device" means an electronic device, including but not limited to an electronic cigarette, electronic cigar or cigarillo, electronic pipe, electronic hookah, vaping device, or any other product name or descriptor, which can be used to deliver an inhaled dose of nicotine or other substances, including any component, part, or accessory of such a device, whether manufactured, distributed, marketed, or sold as such.
- J. "Flavored Tobacco Product" means any tobacco product, as defined in this Chapter, which imparts a characterizing flavor.
- K. "License" means a Tobacco Retail License issued by the County pursuant to this Section.
- L. "Licensee" means any proprietor holding a license issued by the County pursuant to this Chapter.
- M. "Little Cigar" means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing no more than three pounds per thousand units. "Little Cigar" includes, but is not limited to, tobacco products known or labeled as small cigar or cigarillo.
- N. "Package" or "Packaging" means a pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which a tobacco product is sold or offered for sale.
- O. "Part" means a piece or segment of something, which combined with other pieces makes up the whole.
- P. "Person" means any individual, entity, firm, partnership, joint venture, limited liability company, association, social or professional club, fraternal organization, corporation, estate, trust, business trust, receiver, trustee, syndicate, or other group or combination of the above acting as a single unit.
- Q. "Pharmacy" means any retail establishment, including any location with an on-site pharmacy, in which the profession of pharmacy is practiced by a pharmacist licensed by the State of California in accordance with the Business and Professions Code and where prescription pharmaceuticals are offered for sale, regardless of whether the retail establishment sells other retail goods in addition to prescription pharmaceuticals.
- R. "Proprietor" means a person with an ownership interest in a business. An ownership interest shall be deemed to exist when a person has a ten percent or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt.
- S. "Self-service Display" means the open display or storage of tobacco products or tobacco paraphernalia in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.
- T. "Tobacco Paraphernalia" means cigarette papers or wrappers, pipes, holders of smoking materials of all types, cigarette rolling machines, characterizing flavors in any form, mixed with or otherwise added to any tobacco product or nicotine delivery device, including electronic smoking devices, and any other item designed or used for the smoking or ingestion of tobacco products.
- U. "Tobacco Product" means the following:
1. Any product containing, made, or derived from tobacco or nicotine whether natural or synthetic, that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, and snuff; or
 2. Any electronic smoking device that delivers nicotine or other substances, whether natural or synthetic, to the person inhaling from the device, including, but not limited to, an electronic cigarette, electronic cigar, electronic pipe, electronic hookah, or vaping device.

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- 3. Notwithstanding any provision of subsections (1) and (2) to the contrary, "tobacco product" includes any component, part, or accessory intended or reasonably expected to be used with a tobacco product, whether or not sold separately.
 - 4. "Tobacco Product" does not include drugs, devices, or combination products authorized for sale by the United States Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.
 - V. "Tobacco Retailer" means any person who sells, offers for sale or distribution, exchanges, or offers to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia without regard to the quantity sold, distributed, exchanged, or offered for exchange.
 - W. "Tobacco Retailing" means selling, offering for sale, exchanging, or offering to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia without regard to the quantity sold, offered for sale, exchanged, or offered for exchange.
- (Ord. 2019-0049 § 5, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.030 Mandatory Tobacco Retail License.

- A. Any person intending to act as a tobacco retailer, who does not currently hold a Tobacco Retail License, shall, within 180 days of the effective date of the Ordinance codified in this Chapter, obtain a Tobacco Retail License for each location at which tobacco retailing is to occur.
- B. Nothing in this Chapter shall be construed to grant any licensee any status or right other than to act as a tobacco retailer at the location identified on the face of the Tobacco Retail License, subject to compliance with all other applicable laws, regulations, or ordinances. Nothing in this Chapter shall be construed to render inapplicable, supersede, or apply in lieu of any other provision of applicable law.

(Ord. 2019-0049 § 6, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.040 Application Procedure for Tobacco Retail License.

All applications for a Tobacco Retail License shall be submitted in the name of each proprietor proposing to conduct tobacco retailing and signed by each prospective proprietor or an authorized agent. Each Tobacco Retail License application must be accompanied by the required Tobacco Retail License fee pursuant to Section 8.04.720 of this Code. A proprietor proposing to conduct tobacco retailing at more than one location shall submit a separate application for each location. Every application shall contain the following information:

- A. The name, address, and telephone number of each proprietor.
- B. The business name, address, and telephone number of the fixed location for which the Tobacco Retail License is sought.
- C. Whether any proprietor has previously been issued a Tobacco Retail License pursuant to this Chapter that is, or was at any time, suspended or revoked and, if so, the date of the suspension or revocation.
- D. Proof that the location for which a Tobacco Retail License is sought has been issued a valid State tobacco retailer's license by the California Department of Tax and Fee Administration, in addition to any other required or applicable licenses, permits, or certifications.
- E. A signed affirmation by each proprietor of being informed of, and agreeing to abide by, the laws affecting tobacco retail licenses.
- F. Such other information as the County deems necessary for the administration of this Chapter.

Any application that is denied is subject to an administrative review, at the request of the applicant, which shall be held pursuant to the provisions of Section 11.35.110 of this Chapter.

(Ord. 2019-0049 § 7, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.050 Issuance and Renewal of Tobacco Retail License.

- A. Upon receipt of an application for a new Tobacco Retail License and applicable fee, as set forth in Section 8.04.720, the applicant(s) shall be issued a Tobacco Retail License unless:
1. The application is incomplete, inaccurate, false, or misleading;
 2. The Department has information that the applicant, or the applicant's agent(s) or employee(s), violated any local, State, or federal tobacco control law within the preceding 180 days; or
 3. The application seeks authorization for tobacco retailing at an address where a previous Tobacco Retail License has been suspended, revoked, or is subject to suspension or revocation proceedings for any violation of any of the provisions of this Chapter. However, this shall not constitute a basis for denial of a Tobacco Retail License if either or both of the following apply:
 - a. The applicant provides documentation which clearly demonstrates that the applicant has acquired or is in the process of acquiring the premises or business in an arm's length transaction; or
 - b. It has been more than five years since the most recent Tobacco Retail License for that location was revoked.
- B. Renewal of Tobacco Retail License. A Tobacco Retail License shall be valid for one year and must be renewed between 30 and 60 days prior to the expiration of the Tobacco Retail License. A Tobacco Retail License may be renewed for additional one year periods by submission of a renewal application and the applicable fee. Any Tobacco Retail License that is suspended, has been revoked within the previous five years, or is subject to suspension or revocation proceedings shall not be renewed until suspension or revocation proceedings are complete and the suspension or revocation period, if any, is over.

(Ord. 2019-0049 § 8, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.055 Business License Required.

- A. In addition to the Tobacco Retail License, any Tobacco Shop in an unincorporated area of the County, devoted exclusively or predominantly to the sale of tobacco, tobacco products, and tobacco paraphernalia, must have a valid business license as required by Title 7 of this Code.
- B. Tobacco Shops currently holding a valid Tobacco Retail License as of the effective date of the Ordinance codified in this Chapter must apply for a business license as required by Title 7 of this Code and may legally operate while such application is in active process.
- C. Any retailer establishing a new Tobacco Shop after the effective date of this Ordinance must apply for and obtain a business license as required by Title 7 of this Code and a Tobacco Retail License, as required by this Chapter, before it may legally operate.
- D. If the business license is revoked or suspended for any period of time, the Tobacco Retail License shall be automatically revoked or suspended for the same period.

(Ord. 2019-0049 § 9, 2019.)

11.35.060 Tobacco Retail License Nontransferable.

A Tobacco Retail License is nontransferable. If a licensee changes business location, that licensee must obtain a new Tobacco Retail License prior to acting as a tobacco retailer at the new location. If a business licensed as a tobacco retailer is sold or transferred, the new proprietor must obtain a Tobacco Retail License for that location before acting as a tobacco retailer.

(Ord. 2019-0049 § 10, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.070 Violations.

- A. It shall be a violation of this Chapter for a tobacco retailer/licensee, or its agent(s) or employee(s), to violate any federal, State, or local tobacco law or regulation, including any provision of this Chapter.
- B. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Chapter shall constitute a violation.
- C. Failure to prominently display the Tobacco Retail License in a publicly visible location at the licensed premises shall constitute a violation.
- D. The failure of the tobacco retailer/licensee, or the applicant's agent(s) or employee(s) to allow any peace officer, the Director, or any authorized County official to conduct unscheduled inspections of the premises of the business for the purpose of ensuring compliance with any federal, State, or local tobacco law or regulation, including any provision of this Chapter, at any time the business is open for business shall constitute a violation.
- E. After 180 days of the effective date of the Ordinance codified in this Chapter, it shall be a violation of this Chapter for a tobacco retailer/licensee or its agent(s) or employee(s) to sell or offer for sale, or to possess with the intent to sell or offer for sale, any flavored tobacco product or any component, part, or accessory intended to impart, or imparting a characterizing flavor in any form, to any tobacco product or nicotine delivery device, including electronic smoking devices.
- F. No tobacco retailer/licensee or its agent(s) or employee(s) may sell or offer for sale any little cigar or cigarillo unless it is sold in a package of at least 20 little cigars or cigarillos. Little cigars or cigarillos may not be sold individually or in packages of less than 20 units.
- G. Tobacco retailing by means of a self-service display is prohibited, pursuant to State law.
- H. A Tobacco Retail License may be issued to authorize tobacco retailing at a fixed location only. Tobacco retailing on foot or from vehicles, carts, or any other non-fixed location, is prohibited and shall be considered a violation of this Chapter.
- I. No Tobacco Retail License may issue and no existing Tobacco Retail License may be renewed, to authorize tobacco retailing in a pharmacy, including any location with an on-site pharmacy.
- J. Each tobacco retailer/licensee and its agent(s) or employee(s) must be over the age of 21 in order to sell tobacco and/or tobacco products.

(Ord. 2019-0049 § 11, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.080 Compliance Checks.

- A. Compliance with this Chapter shall be monitored by the Department of Public Health ("Department") or any law enforcement officer. Any law enforcement officer may conduct compliance checks, including but not limited to youth decoy operations, and enforce the penal provisions of this Chapter.
- B. The Department shall check the compliance of each tobacco retailer a minimum of one time per 12 month period. Compliance checks may be unannounced.

(Ord. 2019-0049 § 12, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.090 Administrative Fines.

Subject to the requirements of Chapter 1.25 of this County Code, the Director may impose administrative fines on persons violating any provision of this Chapter or any federal, State, or local law or regulation incorporated into this Chapter. The Director may impose a fine upon such violators in an amount determined by the Director. The imposition of any such fine shall in no way limit the Director's ability or authority to impose other requirements of this Chapter or seek other remedies against violators.

(Ord. 2019-0049 § 13, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.100 Suspension or Revocation of Tobacco Retail License.

- A. In addition to any other remedy authorized by law, a Tobacco Retail License may be suspended or revoked as provided in this Section if it is discovered that any of the following occurred:
 - 1. The licensee, or the licensee's agent(s) or employee(s), violated any provision of this Chapter. Violation by a licensee at one location shall not be construed as a violation at another location of the same licensee, nor shall violations by a prior licensee at the same location be accumulated against a subsequent licensee at the same location;
 - 2. The original or renewal application contained incomplete, inaccurate, false, or misleading information;
 - 3. One or more of the bases for denial listed in Section 11.35.050 existed before the Tobacco Retail License was issued; or
 - 4. A licensee is convicted of a misdemeanor or felony violation of any federal, State, or local tobacco law or regulation, including any provision of this Code.
- B. During any period of suspension or revocation, the licensee shall remove all tobacco products and tobacco paraphernalia from view, including from displays and behind counter storage areas, whether or not visible to the public. All tobacco products and tobacco paraphernalia must be placed in a room that is separate from the area where point of sale transactions occur, or removed from the tobacco retail location entirely. Failure to do so may be considered a subsequent violation.
- C. During any period of suspension or revocation, the tobacco retailer/licensee shall conspicuously post, at each point of sale register and near the entrance door of the tobacco retail location, a notice of a Tobacco Retail License suspension provided by the Department of Public Health. The notice shall include the suspension or revocation period, reason for suspension or revocation, tobacco retailer/licensee and location information, and Department of Public Health contact information to report violations.
- D. When the Director finds a violation as set forth in this Chapter, the Tobacco Retail License may be suspended or revoked as follows:

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1. Upon finding by the Director of a first Tobacco Retail License violation within any five year period, the Tobacco Retail License may be suspended for up to 30 days;
 2. Upon a finding by the Director of a second Tobacco Retail License violation within any five year period, the Tobacco Retail License may be suspended for up to 90 days;
 3. Upon a finding by the Director of a third Tobacco Retail License violation in any five year period, the Tobacco Retail License may be suspended for up to 120 days; and
 4. Upon a finding by the Director of a fourth Tobacco Retail License violation within a five year period, the Tobacco Retail License shall be revoked.

(Ord. 2019-0049 § 14, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.110 Suspension or Revocation Procedure.

- A. Before a Tobacco Retail License is suspended or revoked, the Director shall provide written notice to the licensee. Said notice shall include the following:
 1. A statement that the proprietor's Tobacco Retail License is being suspended or revoked pursuant to this Chapter;
 2. The Code Section violated by licensee or licensee's agents or employees;
 3. A description of the violation that occurred;
 4. The address of the business where the violation occurred; and
 5. The procedure for requesting an administrative review.
- B. A licensee served with a notice of suspension or revocation may request an administrative review to contest the suspension or revocation. The request must be made in writing and filed with the Director within 10 calendar days of service of the notice of suspension or revocation. Failure to timely request an administrative review shall be deemed a waiver of the right to request such a review and a failure to exhaust administrative remedies.
- C. After receiving a timely administrative review request, the Director shall schedule an administrative review within 20 calendar days of receipt of the written request and designate a reviewing officer. The Director may appoint as a reviewing officer, any Department or other County employee with expertise in public health who is not directly involved in inspection or enforcement of tobacco retailing establishments.
- D. The proprietor shall be given written notice of the date, time, and location of the administrative review and the name of the reviewing officer who will conduct the administrative review at least 10 calendar days in advance of the review.
- E. The reviewing officer, in their discretion, may grant a reasonable continuance upon the written request and showing of good cause.
- F. At the administrative review, the Department has the burden of providing by a preponderance of the evidence that the alleged violation occurred.
- G. The failure to appear at the administrative review shall constitute an abandonment of the review request and a failure to exhaust administrative remedies.
- H. Within 10 calendar days after the close of the administrative review, the reviewing officer shall issue a written decision on the suspension or revocation of the Tobacco Retail License, including a statement of the basis for the decision. The reviewing officer's written decision shall constitute the final administrative decision of the County.

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- I. If the Director revokes a Tobacco Retail License, no new Tobacco Retail License may be issued for five years after that revocation.

(Ord. 2019-0049 § 15, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.120 Violation—Other Penalties.

- A. In addition to any other penalties and remedies provided by law, including the provisions of this Chapter, any violation of the provisions of this Chapter may be charged as a misdemeanor pursuant to Chapter 1.24 of this Code, or, in the discretion of the prosecutor, as an infraction. Any person who violates any provision of this Chapter is subject to a civil action, including but not limited to, an injunction, as well as prosecution for any criminal violation.
- B. In addition to any other penalty under this Chapter, a person found to have engaged in tobacco retailing without a valid Tobacco Retail License shall be ineligible to apply for or be issued a Tobacco Retail License as follows:
1. After a person is caught in violation of this Section, no new Tobacco Retail License may be issued for the person as a proprietor until 30 days have passed from the date of the violation; and
 2. Each day that a person engages in tobacco retailing without a valid Tobacco Retail License shall constitute a separate violation.
- C. Any person found by the Director to be ineligible to be issued a Tobacco Retail License pursuant to this Section may request an administrative review within 10 days of notice of the violation. The request must be made to the Director in writing. Any administrative review shall be held pursuant to the provisions of Section 11.35.110 of this Chapter.
- D. Violations of this Chapter are hereby declared to be public nuisances pursuant to this Code.

(Ord. 2019-0049 § 16, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.130 Conflict with Other Law, Severability, Saving Clause.

Nothing in this Chapter shall be interpreted or applied so as to create any power or duty in conflict with any federal or State law. If any provision of this Chapter or the application thereof to any person or circumstance is held invalid, the remainder of this Chapter or the application of such provision to other persons or circumstances shall not be affected thereby.

(Ord. 2019-0049 § 17, 2019: Ord. 2007-0118 § 3 (part), 2007.)



Successor Agency Agenda Report

Agenda Item No. 19.a.

DATE: September 24, 2024

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rene Salas, Executive Director

SUBMITTED BY: Sabrina Muhne, Interim City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE ADJOURNED
SUCCESSOR AGENCY MEETING MINUTES FOR JULY 30,
2024

SUMMARY: Staff is requesting approval of the Minutes of the July 30, 2024, Adjourned Successor Agency Meeting.

RECOMMENDED ACTION: Staff is requesting approval of the Minutes of the July 30, 2024, Adjourned Successor Agency Meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DRAFT SA Minutes 7-30-24

**CITY OF SOUTH EL MONTE
ADJOURNED SUCCESSOR AGENCY MEETING MINUTES**

Tuesday, July 30, 2024 - 6:00 p.m.
1415 Santa Anita Ave., South El Monte, CA 91733

Successor Agency Meeting Immediately Followed Regular City Council Meeting.

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

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

Chair Olmos called the meeting to order at 8:47 p.m.

16. CALL TO ORDER AND ROLL CALL

PRESENT: Board Member(s): Acosta, Angel, Delgado, and Chair Olmos

ABSENT: Board Member(s): Vice Chair Bojorquez

STAFF PRESENT: Anthony R. Taylor, General Counsel; Sabrina Muhne, Interim Secretary; Iyob Tessema, Director of Human Resources and Risk Management, and Robert Molina, Interim Deputy City Clerk

STAFF ABSENT: Rene Salas, Executive Director

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

17. APPROVAL OF AGENDA

Motion by Board Member Angel, seconded by Board Member Delgado to approve the agenda. Motion carried 4-0, by the following vote:

AYES: Board Member(s): Acosta, Angel, Delgado, and Chair Olmos

NAYS: Board Member(s): Vice Chair Bojorquez

18. PUBLIC COMMENTS – None.

19. CONSENT CALENDAR

Motion by Board Member Delgado, seconded by Board Member Angel to approve the Consent Calendar. Motion carried 4-0, by the following vote:

AYES: Board Member(s): Acosta, Angel, Delgado, and Chair Olmos

NAYS: Board Member(s): Vice Chair Bojorquez

CONSENT CALENDAR (CONTINUED)

19.a. Approved the Regular Successor Agency Meeting Minutes of June 25, 2024.

20. EXECUTIVE DIRECTOR'S AGENDA – None.

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

There being no further business coming before this body, at 8:49 p.m. Chair Olmos adjourned the meeting.

Sabrina Muhne, Interim Secretary

Gloria Olmos, Chair

DRAFT