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

Rene Salas, City Manager
Anthony R. Taylor, City Attorney
Adrian Garcia, City Clerk
Masami Higa, Director of Finance

CITY OF SOUTH EL MONTE

REGULAR MEETING OF THE SOUTH EL MONTE CITY COUNCIL

REVISED AGENDA

December 10, 2024, 6:00 PM
LOCATION CHANGE: Senior Center, 1556 Central Avenue, South El Monte, CA 91733

PUBLIC COMMENT

Those wishing to participate during Public Comment may do so in person at the South El Monte City Hall Council Chambers, or may submit written public comments by emailing sem.cityclerk@soelmonte.org. Emailed public comments are due by 5:00 p.m., and should be limited to no more than 250 words. Written public comments will be provided to the City Council and will be part of the record but will not be read aloud.

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.

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:

Adrian Garcia, MMC, City Clerk
Ph (626) 443-4928
Cell (626) 926-3071

Sabrina A. Muhne, Deputy City Clerk
Ph (626) 652-3121
Cell (626) 374-1998

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. **POSTING OF THE COLORS**

By Sheriff Explorers

PLEDGE OF ALLEGIANCE

By Emma Ramos, Valle Lindo School District

3. **INVOCATION**

Pastor Ben Garrett, Faith Dominion Church

4. **PRESENTATIONS - None**

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

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

6. **PUBLIC COMMENT**

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

7. **CONSENT CALENDAR**

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

7.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-243, APPROVING WARRANTS FOR THE PERIOD OF NOVEMBER 13, 2024, THROUGH DECEMBER 10, 2024

Authorizing payment of City expenditures for the period of November 13, 2024, through December 10, 2024, totaling $2,678,406.81.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 24-243, authorizing payment of City expenditures.

Consent Calendar Items 7.b. and 7.c. next page.

CONSENT CALENDAR (CONTINUED)

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION 24-244, ENTERING INTO A GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR THE MERCED AVENUE GREENWAY PROJECT (PHASE II)

The Merced Avenue Greenway is currently under construction to enhance the City's ability to clean and capture stormwater, reduce greenhouse gas emissions, and mitigate the urban heat island effect. It will also provide safe active transit connections to local parks, schools, and river access. The northern end of the project (Phase II, from Rush St. to Fern St.) is currently in the design phase and is expected to go out to bid for construction in July 2025.

RECOMMENDED ACTION: Staff recommends City Council:

Adopt Resolution No. 24-244, entering into the 2023 U.S. HUD Community Project Funding Program Agreement ($3,000,000); and Authorize the City Manager or designee to negotiate and execute the Agreement.

7.c. CONSIDERATION OF APPROVAL OF RESOLUTION NO. 24-245 APPROVING BLANKET AUTHORITY TO FILE APPLICATIONS FOR MEASURE A FUNDING AND THE MEASURE A ANNUAL ALLOCATION GRANT AGREEMENT WITH THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

In November 2016, Los Angeles County voters approved Measure A, the Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure. Measure A funds are allocated annually to eligible public agencies, including the City of South El Monte, to support projects that enhance open spaces, recreational facilities, and environmental conservation. The City’s 2024-2025 portion of the annual special tax on property is estimated to be $97,552.36.

RECOMMENDED ACTION: Staff recommends City Council:

Adopt Resolution No. 24-245 to approve Blanket Authority to File Applications for Measure A Funding and the Measure A Annual Allocation Grant Agreement with the Los Angeles County Regional Park and Open Space District (RPOSD) to receive Measure A Program funding; and Authorize the City Manager or designee to negotiate and execute the agreement.

8. PUBLIC HEARINGS - None

General Business next page.

9. GENERAL BUSINESS

9.a. CONSIDERATION OF RESOLUTION NO. 24-246, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON TUESDAY, NOVEMBER 5, 2024 AND DECLARING THE RESULTS OF THAT ELECTION AND SUCH OTHER MATTERS AS PROVIDED BY LAW

The City's General Municipal Election was held on November 5, 2024. The votes in the election have been tabulated and canvassed by the Los Angeles County Registrar-Recorder/County Clerk. The canvass has determined that that Gloria Olmos has been re-elected as Mayor, Hector Delgado has been re-elected to the City Council, Larry Rodriguez has been elected to the City Council and Measure SEM has been adopted by the voters. The City Council must now take the final steps to formally declare the results of the election.

RECOMMENDED ACTION: Staff Recommends City Council:

1. Adopt Resolution No. 24-246, A Resolution of the South El Monte City Council reciting the Fact of the General Municipal Election held on Tuesday November 5, 2024 and declaring the results of that election and such other matters as provided by law.

9.b. CONSIDERATION AND ADOPTION OF ORDINANCE NO. 1275, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, ADDING CHAPTER 3.05 TO TITLE 3 OF THE MUNICIPAL CODE TO IMPOSE A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

At the November 5, 2024 General Municipal Election, the voters adopted Measure SEM, which imposes a 0.25% transaction and use tax. Pursuant to state law, in order for this tax to become effective, the City Council must itself adopt the ordinance that imposes the tax.

RECOMMENDED ACTION: Staff Recommends City Council:

1. Find that the adoption of the ordinance is not a "project" subject to the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code Section §§21000 et seq.) and CEQA Guideline 15378(b)(4); and
2. Waive second reading and adopt Ordinance No. 1275, Adding Chapter 3.05 to Title 3 of the Municipal Code to impose a Transactions and Use Tax to be administered by the California Department of Tax And Fee Administration.

General Business Item 9.c. next page.

GENERAL BUSINESS (CONTINUED)

9.c. CONSIDERATION OF RESOLUTION NO. 24-247, AUTHORIZING CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX & FEE ADMINISTRATION (CDTFA) FOR IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX (MEASURE SEM); CONSIDERATION OF RESOLUTION NO. 24-248 AUTHORIZING THE EXAMINATION OF TRANSACTIONS & USE TAX RECORDS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE & FILE ADDITIONAL AGREEMENTS, LETTERS AND FORMS WITH THE CDTFA AND OTHER APPROPRIATE STATE AGENCIES AS REQUIRED FOR IMPLEMENTATION OF THE LOCAL TRANSACTIONS & USE TAX (MEASURE SEM) AND TO TAKE SUCH OTHER ACTIONS NECESSARY TO IMPLEMENT THE LOCAL TRANSACTIONS & USE TAX (MEASURE SEM)

Measure SEM, the City's 0.25% transactions and use tax measure, was adopted by the voters at the November 5, 2024 General Municipal Election. The new tax will be administered for the City by the California Department of Tax and Fee Administration. This item recommends that the City Council take the necessary actions to allow the Department of Tax and Fee Administration to administer the tax.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-247, authorizing the City Manager to execute agreements with the California Department of Tax and Fee Administration (CDTFA) for the implementation of a local transaction and use tax (Measure SEM);
2. Adopt Resolution No. 24-248, authorizing City representatives and sales tax consultant to examine sales, transactions and use tax records pursuant to Revenue and Taxation Code Section 7056; and
3. Authorize City Manager to complete, execute, file additional agreements, letters, and forms with the CDTFA and other appropriate state agencies as required for the implementation of the City's local transactions and use tax, and to take such other actions as may be necessary to implement the City's local transactions and use tax.

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 - None

14. **PRESENTATION OF PLAQUE AND COMMENTS BY OUTGOING MEMBER OF THE CITY COUNCIL**

15. **OATH OF OFFICE ADMINISTERED TO RE-ELECTED AND ELECTED MEMBERS OF THE CITY COUNCIL**

15.a. <u>RE-ELECTED MAYOR - GLORIA OLMOS</u>

Oath of Office to be Administered by Pastor Gary Clouse.

15.b. <u>RE-ELECTED COUNCILMEMBER - HECTOR DELGADO</u>

Oath of office to be Administered by To Be Announced.

15.c. <u>ELECTED COUNCILMEMBER - LARRY RODRIGUEZ</u>

Oath of office to be Administered by Mr. Robert Saldana.

16. **PRESENTATIONS BY OUTSIDE ORGANIZATIONS**

17. **COMMENTS BY RE-ELECTED AND NEWLY ELECTED MEMBERS OF THE CITY COUNCIL**

18. **ADJOURNMENT**

NEXT REGULAR CITY COUNCIL MEETING:

Tuesday, January 14, 2025, at 6:00 p.m.

CERTIFICATION

I, <u>Adrian Garcia, MMC,</u> City Clerk of the City of South El Monte, or my designee, hereby certify under penalty of perjury that a true, accurate copy of the foregoing agenda was posted on this December 5, 2024, seventy-two (72) hours prior to the meeting per Government Code 54954.2 at the following locations: City of South El Monte City Hall, Senior Center and Community Center and made available at www.cityofsouthelmonte.org.

Adrian Garcia, MMC
City Clerk

City Council Agenda Report
Agenda Item No. 7.a.

DATE: December 10, 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. 24-243, APPROVING WARRANTS FOR THE PERIOD OF NOVEMBER 13, 2024, THROUGH DECEMBER 10, 2024

SUMMARY: Authorizing payment of City expenditures for the period of November 13, 2024, through December 10, 2024, totaling $2,678,406.81.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 24-243, authorizing payment of City expenditures.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Resolution No. 24-243
B. Expense Approval Report 121024

ATTACHMENT A

RESOLUTION NO. 24-243

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD OF NOVEMBER 13, 2024, THROUGH DECEMBER 10, 2024, TOTALING $2,678,406.81.

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.

	CLAIMANT	CLAIM PERIOD	WARRANT #'S	AMOUNT
FY 24/25	Electronic Warrants	11/13/24-12/10/24	DFT0002298-2377	$372,783.55
FY 24/25	Regular Warrants	11/13/24-12/10/24	15422-15576	$1,874,983.79
Payroll	Manual Check	PPE 11/09/24	1964	$651.85
Payroll	Check	PPE 11/09/24	1965-1971	$9,655.88
Payroll	Direct Deposit	PPE 11/09/24	8375-8494	$173,302.58
Payroll	Manual Check	PPE 11/23/24	1979	$1,933.75
Payroll	Check	PPE 11/23/24	1972-1978	$10,188.61
Payroll	Direct Deposit	PPE 11/23/24	8495-8639	$234,906.80

TOTAL EXPENDITURES RESOLUTION NO. 24-243, $2,678,406.81

PASSED, APPROVED, AND ADOPTED this 10th day of December 2024.

____
Gloria Olmos, Mayor

ATTEST:

____
Adrian Garcia, MMC, City Clerk

Attachment: Exhibit A – Expense Report

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

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-243, 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 10th day of December 2024, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Adrian Garcia, MMC, City Clerk

South El Monte, CA

Warrant Register
Council Meeting 12/10/24

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0100.1050.5938	BRIANNA BADAR	15422	11/07/2024	FALL 2024 EDUCATION REIMBURSEMENT	1,980.00
01.0150.1540.5956	ORIGINAL WATERMEN INC	15423	11/13/2024	AQUATICS UNIFORMS	883.32
01.0100.1010.5910	MANUEL ACOSTA	15424	11/14/2024	NOV'24 WELLS CONFERENCE/ PER DIEM	224.00
01.0151.1543.5952	LAB1419	15425	11/20/2024	T-SHIRTS/ WALK TO END DOMESTIC VIOLENCE	1,943.16
01.0100.1050.5940	SOUTH EL MONTE EMPLOYEES ASSOC.	15426	11/20/2024	HOLIDAY RECOGNITION EMPLOYEE SPONSORSHIP	5,000.00
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	15427	11/20/2024	A.R GARNISHMENT PPE 11/9/24	8.15
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	15428	11/20/2024	E.H GARNISHMENT PPE 11/9/24	470.81
01.0151.1542.5952	DELILAH PONCE	15429	11/21/2024	THANKSGIVING BOXING SHOW/ OFFICIAL FEES	450.00
01.0151.1542.5952	EXPLORER-1 AMBULANCE & MEDICAL SERVICES	15430	11/21/2024	11/23/24 THANKSGIVING BOXING SHOW AMBULANCE	1,500.00
01.0151.1543.5952	EXPLORER-1 AMBULANCE & MEDICAL SERVICES	15430	11/21/2024	11/23/24 5K TURKEY DASH AMBULANCE	1,200.00
15.0450.4510.6025	LIGHT & POWER INTERNATIONAL	15431	11/25/2024	REFINSH HARDWOOD FLOOR/ SCTR	7,800.00
01.0170.1170.5966	VICTORIA MORA	15432	11/25/2024	OCT-NOV'24 MILEAGE REIMBURSEMENT	40.20
01.0170.1100.5406	2010 OFFICE FURNITURE, INC	15433	11/26/2024	NEW RECEPTION DESK	1,948.15
17.0900.9020.6025	AC PROS, INC	15434	11/26/2024	DOE/HVAC RETENTION RELEASE#602	56,315.75
01.0170.1020.5406	AIRGAS USA, LLC	15435	11/26/2024	ELECTROLYTES YARD	98.40
01.0170.1020.5956	AIRGAS USA, LLC	15435	11/26/2024	PPE HEAVY WEIGHT GLOVES	595.43
01.0000.0000.4554	ALEJANDRA MERCADO	15436	11/26/2024	11/9/24 MVD RESERVATION DAMAGE DEPOSIT RFND	50.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	15437	11/26/2024	OCT'24 GENERAL SVCS	6,094.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	15437	11/26/2024	OCT'24 SPECIAL PROJECTS	2,786.40
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	15437	11/26/2024	OCT'24 LITIGATION	9,146.29
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	15437	11/26/2024	OCT'24 PLANNING	1,630.31
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	15437	11/26/2024	OCT'24 P.W-ENGINEERING	5,908.40
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	15437	11/26/2024	OCT'24 FINANCE	1,633.20
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	15437	11/26/2024	OCT'24 CODE ENFORCEMENT	9,118.60
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	15437	11/26/2024	OCT'24 HOUSING	3,060.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	15437	11/26/2024	OCT'24 CITY REAL PROPERTY	7,560.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	15437	11/26/2024	SEPT'24 PERSONNEL	9,714.40
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	15438	11/26/2024	OFFICE SUPPLIES	3.78
01.0160.1610.5520	AMAZON CAPITAL SERVICES, INC	15438	11/26/2024	WIRE TOOLS FOR TV PROJECT CCTR	79.36
01.0170.1710.5520	AMAZON CAPITAL SERVICES, INC	15438	11/26/2024	REPLACEMENT CHRISTMAS LIGHTS	2,039.55
01.0100.1050.5908	AMAZON CAPITAL SERVICES, INC	15438	11/26/2024	TRAINING SNACKS	29.11
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	15438	11/26/2024	TONER/ HR	189.38
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	15438	11/26/2024	WINTER CAPS UNIFORM	117.64
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	15438	11/26/2024	OFFICE HEATER	65.54
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	15438	11/26/2024	GYM WEIGHT BENCH	160.95
01.0170.1710.5520	AMAZON CAPITAL SERVICES, INC	15438	11/26/2024	REPLACEMENT CHRISTMAS LIGHTS	245.64
01.0170.1170.5956	AMAZON CAPITAL SERVICES, INC	15438	11/26/2024	HEAD WEAR FOR CROSSING GUARDS	30.51
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	15438	11/26/2024	OFFICE SUPPLES	38.58

01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	15438	11/26/2024	COVID TESTS	605.00
01.0170.1770.5525	AMAZON CAPITAL SERVICES, INC	15438	11/26/2024	RED GARAGE TOWELS	121.26
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	15438	11/26/2024	OFFICE SUPPLIES	88.15
01.0170.1710.5520	AMAZON CAPITAL SERVICES, INC	15438	11/26/2024	REPLACEMENT CHRISTMAS LIGHTS	849.66
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	15438	11/26/2024	DEPT SUPPLIES	14.32
01.0170.1710.5520	AMAZON CAPITAL SERVICES, INC	15438	11/26/2024	BATTERY BACKUP REPLACEMENTS	661.44
01.0100.1050.5908	AMAZON CAPITAL SERVICES, INC	15438	11/26/2024	TRAINING SNACKS	15.49
01.0170.1710.5520	AMAZON CAPITAL SERVICES, INC	15438	11/26/2024	REPLACEMENT CHRISTMAS BULBS	121.20
01.0170.1710.5520	AMAZON CAPITAL SERVICES, INC	15438	11/26/2024	CHRISTMAS LIGHT REPLACEMENTS	640.65
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	15438	11/26/2024	TONER/ HR	189.38
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	15438	11/26/2024	DEPT OFFICE SUPPLIES YARD	58.20
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	15438	11/26/2024	PASSPORT AREA SUPPLIES	103.36
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	15438	11/26/2024	TONER/ HR	189.38
01.0151.1543.5952	BROTHERS AWARDS & TROPHIES	15439	11/26/2024	VETERANS DAY PLAQUES	121.00
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	15440	11/26/2024	AUG'24 BLDG OFFICIAL SVCS	852.50
01.0100.1040.5215	CIVICPLUS, LLC	15441	11/26/2024	DEC'24-DEC'25 CITY WEBSITE MGMT HOSTING	7,895.02
01.0160.1610.5520	CLEANLEAF ENERGY HOLDINGS, INC	15442	11/26/2024	SOLAR REPAIR CCTR	36.38
01.0160.1610.5520	CLEANLEAF ENERGY HOLDINGS, INC	15442	11/26/2024	SOLAR REPAIR/ CCTR	370.62
01.0170.1720.5520	CLEANLEAF ENERGY HOLDINGS, INC	15442	11/26/2024	SOLAR REPAIR AT TRANSPO YARD	442.25
01.0100.1050.5936	CONCENTRA	15443	11/26/2024	11/01/24 NEW HIRE PHYSICALS	490.00
39.0900.9000.6025	CONDOR, INC	15444	11/26/2024	OCT'24 POOL PJT CON/#630/REV	51,233.00
39.0900.9000.6025	CONDOR, INC	15444	11/26/2024	OCT'24 POOL PJT CON/#630/RET	(16,120.00)
39.0900.9000.6025	CONDOR, INC	15444	11/26/2024	OCT'24 POOL PJT CON/#630/CDBG	271,167.00
68.0900.9000.5968	COUNCIL FOR WATERSHED HEALTH	15445	11/26/2024	JUL-SEP'24 PROF SVCS/GRWY#407	31,280.79
68.0900.9000.5968	COUNCIL FOR WATERSHED HEALTH	15445	11/26/2024	JUL-SEP'24 PROF SVCS/GRWY#407	36,970.59
68.0900.9000.5968	COUNCIL FOR WATERSHED HEALTH	15445	11/26/2024	JUL-SEP'24 PROF SVCS/GRWY#407	79,496.78
01.0170.1750.5520	DAKOTA BACKFLOW CO.	15446	11/26/2024	10/29/24 BACKFLOW TESTING/ VARIOUS LOCATIONS	650.00
01.0170.1020.5956	DANIEL BARON	15447	11/26/2024	2024 BOOTS ALLOWANCE	168.29
01.0160.1620.5520	DDC ELECTRIC SUPPLY, INC.	15448	11/26/2024	LIGHTS DINNG RM SCTR	66.13
01.0160.1620.5520	DDC ELECTRIC SUPPLY, INC.	15448	11/26/2024	EMERGENCY LIGHTS SCTR	198.38
01.0160.1610.5520	DDC ELECTRIC SUPPLY, INC.	15448	11/26/2024	TV SUPPLIES/ CCTR	160.77
01.0100.1050.5934	DEPT. OF JUSTICE-ACCOUNTING OFFICE	15449	11/26/2024	OCT' 24 FINGERPRINTS	288.00
01.0160.1610.5520	ECOLAB PEST ELIM. DIVISION	15450	11/26/2024	OCT'24 PEST CONTROL/ CCTR	79.20
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	15450	11/26/2024	OCT'24 PEST CONTROL/ CHALL	222.56
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	15450	11/26/2024	OCT'24 PEST CONTROL/ SCTR	337.21
40.0900.9000.6025	ELECNOR BELCO ELECTRIC, INC	15451	11/26/2024	JULY'24 CON/VAR SIGNALS#295	21,556.09
40.0900.9000.6025	ELECNOR BELCO ELECTRIC, INC	15451	11/26/2024	JULY'24 CON/VAR SIGNALS#295 RETENTION	(1,077.80)
40.0900.9000.6025	ELECNOR BELCO ELECTRIC, INC	15451	11/26/2024	AUG'24 CON/VAR SIGNALS #295	(3,309.28)
40.0900.9000.6025	ELECNOR BELCO ELECTRIC, INC	15451	11/26/2024	AUG'24 CON/VAR SIGNALS #295	66,185.62
40.0900.9000.6025	ELECNOR BELCO ELECTRIC, INC	15451	11/26/2024	SEPT'24 CON/VAR SIGNALS #295	(1,246.77)
40.0900.9000.6025	ELECNOR BELCO ELECTRIC, INC	15451	11/26/2024	SEPT'24 CON/VAR SIGNALS #295	24,935.46
01.0000.0000.4554	EVELYN TAPIA	15452	11/26/2024	8/2/24 MVD RESERVATION CANCELLATION RFND	50.00
01.0160.1650.5520	EWING IRRIGATION	15453	11/26/2024	SLEDGE HAMMER FOR IRR REPAIRS	140.01
37.0670.6720.5977	EWING IRRIGATION	15453	11/26/2024	STREET BEAUTIFACATION	59.18
01.0170.1750.5520	EWING IRRIGATION	15453	11/26/2024	HAYWORD DISTRICT	126.59
01.0160.1610.5520	EWING IRRIGATION	15453	11/26/2024	IRR REPAIR SKATE PARK	519.16
01.0160.1650.5520	EWING IRRIGATION	15453	11/26/2024	GRASS SEED/ NTP	844.86
01.0160.1610.5520	EWING IRRIGATION	15453	11/26/2024	IRR REPAIRS & SUPP CCTR	372.39

02.0170.1760.5962	EWING IRRIGATION	15453	11/26/2024	DRAIN SPADE	228.01
01.0150.1510.5204	GERARDO DIAZ	15454	11/26/2024	NOV'24 COMM SVCS COMMISSION MTG	100.00
01.0170.1770.5525	GOT PROPANE INC	15455	11/26/2024	OCT'24 FORKLIFT PROPANE	73.06
01.0100.1020.5215	GOVERNMENT STAFFING SERVICES, INC.	15456	11/26/2024	11/4-11/14/24 MUNI TEMP SVCS/ ADMIN ASSISTANT	3,010.00
01.0170.1710.5520	GRAINGER	15457	11/26/2024	AIR SAFETY VALVE	98.83
01.0170.1740.5962	GRAINGER	15457	11/26/2024	MULTI BIT SCREWDRIVER/ VOLTAGE DETECTORS	189.25
01.0160.1630.5520	GRANT'S TRUE VALUE HARDWARE	15458	11/26/2024	RESTROOM REPAIR MCTR	32.99
01.0151.1545.5499	GRANT'S TRUE VALUE HARDWARE	15458	11/26/2024	SOCKET REPAIR NIGHT MARKET	30.76
01.0160.1650.5520	GRANT'S TRUE VALUE HARDWARE	15458	11/26/2024	SPRAY PAINT/ NTP	39.56
01.0160.1670.5520	GRANT'S TRUE VALUE HARDWARE	15458	11/26/2024	FENCE REPAIR/ MVD	24.18
01.0151.1545.5499	GRANT'S TRUE VALUE HARDWARE	15458	11/26/2024	HITCH REPAIR NIGHT MARKET	17.56
37.0670.6720.5977	GRANT'S TRUE VALUE HARDWARE	15458	11/26/2024	ASPHALT FOR STREET REPAIR	104.48
01.0170.1760.5540	GRANT'S TRUE VALUE HARDWARE	15458	11/26/2024	FLAG HARDWARE	464.64
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	15458	11/26/2024	4 HOSES/ SINKS CHALL	41.76
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	15458	11/26/2024	EMERGENCY LIGHT HARDWARE	54.15
37.0670.6720.5977	GRANT'S TRUE VALUE HARDWARE	15458	11/26/2024	SMALL TOOLS FOR STREETS	110.25
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	15458	11/26/2024	HOSE LINE REPAIR/ CCTR	20.60
01.0160.1650.5520	GRANT'S TRUE VALUE HARDWARE	15458	11/26/2024	NTP REPAIR SUPPLIES	15.97
41.0810.8110.5406	GRANT'S TRUE VALUE HARDWARE	15458	11/26/2024	THEINES PROJECT SUPPLIES	43.34
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	15458	11/26/2024	ORDAMENT REPAIR COVERS	89.07
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	15458	11/26/2024	ELEC SUPP CCTR TVS	27.45
01.0150.1510.5204	HORTENCIA VASQUEZ	15459	11/26/2024	NOV'24 COMM SVCS COMMISSION MTG	100.00
06.0300.3010.5215	HUNTINGTON CULINARY	15460	11/26/2024	10/7-10/11/24 MEALS/ CI NUTR PRGM	5,416.50
06.0300.3020.5215	HUNTINGTON CULINARY	15460	11/26/2024	10/7-10/11/24 MEALS/ CII NUTR PRGM	605.00
06.0300.3010.5215	HUNTINGTON CULINARY	15460	11/26/2024	10/14-10/18/24 MEALS/ CI NUTR PRGM	4,571.25
06.0300.3020.5215	HUNTINGTON CULINARY	15460	11/26/2024	10/14-10/18/24 MEALS/ CII NUTR PRGM	484.00
06.0300.3010.5215	HUNTINGTON CULINARY	15460	11/26/2024	10/28-11/01/24 MEALS CI NUTR PRGM	6,008.75
06.0300.3020.5215	HUNTINGTON CULINARY	15460	11/26/2024	10/28-11/01/24 CII NUTR PRGM	605.00
01.0160.1610.5520	INDUSTRIAL PIPE & STEEL	15461	11/26/2024	CCTR REPAIR SUPPLIES	9.72
01.0150.1510.5204	ISRAEL ALACIO	15462	11/26/2024	NOV'24 COMM SVCS COMMISSION MTG	100.00
01.0160.1660.5520	JCL TRAFFIC SERVICES	15463	11/26/2024	NEW PARK RULES SIGNS	263.06
02.0170.1760.5540	JCL TRAFFIC SERVICES	15463	11/26/2024	NO PARKING SIGNS	2,488.07
02.0170.1760.5540	JCL TRAFFIC SERVICES	15463	11/26/2024	STREET SUPPLIES FOR ROAD WORK	490.98
02.0170.1760.5540	JCL TRAFFIC SERVICES	15463	11/26/2024	RIGHT TURN/ EXCEPT BUSES SIGNS	249.94
01.0000.0000.4554	JEANETTE ANGUIANO	15464	11/26/2024	11/8/24 MVD RESERVATION DAMAGE DEPOSIT RFND	50.00
01.0170.1475.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	15465	11/26/2024	AUG'24 IW PRGM SVCS	5,769.25
01.0170.1475.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	15465	11/26/2024	AUG'24 LAND DEVELOPMENT PRGM SVCS	787.50
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	15466	11/26/2024	OCT'24 LAW ENFORCEMENT SVCS	475,596.99
01.0110.1110.5610	L.A. COUNTY SHERIFF'S DEPT.	15466	11/26/2024	OCT'24 LIABILITY INSURANCE	59,449.62
01.0120.1220.5919	LA OPINION, LA OPINION NEWSPAPER	15467	11/26/2024	OCT'24 ELECTION NOTICE/ NOMINEE & MEASURE	765.00
01.0160.1610.5520	LBC LIGHTING	15468	11/26/2024	ELEC SUPP/ CCTR	30.80
01.0160.1620.5520	LEO'S UPHOLSTERY SUPPLIES	15469	11/26/2024	VELCRO FOR TV INSTALL/ SCTR	11.00
01.0000.0000.4554	LUIS A IBARRA	15470	11/26/2024	11/3/24 MVD RESERVATION DAMAGE DEPOSIT RFND	50.00
01.0100.1030.5215	MANDELL MUNICIPAL COUNSELING	15471	11/26/2024	OCT'24 LEGAL SVCS	726.00
01.0000.0000.4562	MARISELA PEREZ	15472	11/26/2024	NOV'24 BOXING REGISTRATION RFND	18.00
37.0670.6720.5977	MEISTER SEALCOAT & SUPPLIES, LLC	15473	11/26/2024	ASPHALT REPAIR PATCH	1,221.21
01.0000.0000.4554	MIRANDA JOHNSON	15474	11/26/2024	11/10/24 MVD RESERVATION DAMAGE DEPOSIT RFND	50.00
02.0170.1760.5540	MISSION FENCE & PATIO BUILDERS	15475	11/26/2024	TIES FOR REPAIR PED BRIGE FENCE	17.52

01.0130.1330.5406	MOBILITYSNAP LLC	15476	11/26/2024	5G OUTDOOR ODT TERMINALS	4,150.18
01.0150.1530.5406	NEW SIGN SOLUTION, INC.	15477	11/26/2024	SENIOR CENTER SIGNAGE	1,872.04
01.0170.1020.5956	PHAT NGUYEN	15478	11/26/2024	2024 BOOT ALLOWANCE	150.00
01.0170.7020.5215	PHOENIX GROUP INFORMATION SYSTEMS	15479	11/26/2024	SEPT'24 - ADMIN SITE SVCS	214.97
01.0170.1100.5215	PHOENIX GROUP INFORMATION SYSTEMS	15479	11/26/2024	SEPT'24 - PARKING CITE SVCS	13,958.02
01.0160.1610.5520	POST ALARM SYSTEMS	15480	11/26/2024	DEC'24 ALARM SVCS/ CCTR	49.86
01.0160.1620.5520	POST ALARM SYSTEMS	15480	11/26/2024	DEC'24 ALARM SVCS/ SCTR	49.86
01.0160.1630.5520	POST ALARM SYSTEMS	15480	11/26/2024	DEC'24 ALARM SVCS/ MCTR	49.86
01.0160.1640.5520	POST ALARM SYSTEMS	15480	11/26/2024	DEC'24 ALARM SVCS/ POOLS	49.86
01.0160.1650.5520	POST ALARM SYSTEMS	15480	11/26/2024	DEC'24 ALARM SVCS/ NTP	103.76
01.0160.1670.5520	POST ALARM SYSTEMS	15480	11/26/2024	DEC'24 ALARM SVCS/ MVD	103.76
01.0170.1710.5520	POST ALARM SYSTEMS	15480	11/26/2024	DEC'24 ALARM SVCS/ CHALL	133.10
01.0170.1710.5520	POST ALARM SYSTEMS	15480	11/26/2024	DEC'24 ALARM SVCS/ PSO	100.00
01.0170.1720.5520	POST ALARM SYSTEMS	15480	11/26/2024	DEC'24 ALARM SVCS/ YARD	138.60
01.0160.1650.5520	POST ALARM SYSTEMS	15480	11/26/2024	POST ALARM SERVICE CALL/ NTP	482.61
01.0170.1770.5525	PRECISION AERIAL SERVICES, INC	15481	11/26/2024	ANN INSPECTION OF AERIAL TRUCK	600.00
01.0151.1543.5952	PREMIER JANITORIAL SERVICES	15482	11/26/2024	HARVEST FESTIVAL EQUIP RENTALS	4,844.70
01.0100.1060.5914	PUBLIC AGENCY RISK MANAGEMENT ASSOCIATION	15483	11/26/2024	PUBLIC ENTITY MEMBERSHIP	300.00
01.0100.1020.5405	QUENCH USA, INC.	15484	11/26/2024	NOV'24 WATER FILTER/ CHALL	126.79
01.0160.1620.5520	QUENCH USA, INC.	15484	11/26/2024	NOV'24 WATER FILTER/ SCTR	57.95
01.0160.1610.5520	QUENCH USA, INC.	15484	11/26/2024	NOV'24 WATER FLTR/CCTR	38.59
44.0800.8010.5982	REGIONAL TAP SERVICE CENTER	15485	11/26/2024	OCT'24 BUS PASSES	72.64
01.0100.1050.5934	ROXANA TADEO	15486	11/26/2024	OCT'24 LIVESCAN SVCS	75.00
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	15487	11/26/2024	10/4/24 NOTICE/ CUP 24-03	301.70
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	15487	11/26/2024	10/14/24 ORDINANCE 1276 AFTER	194.69
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	15487	11/26/2024	10/14/24 PUBLIC NOTICE/ ORD 1277 AFTER	194.69
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	15487	11/26/2024	10/14/24 PUBLISH NOTICE/ ORD 1278 AFTER	237.49
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	15487	11/26/2024	11/4/24 CITY NOTICE/ COMMISSION VACANCIES	430.12
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	15487	11/26/2024	11/7/24 PUBLIC HEARING/ PH PC CUP 22-03	301.70
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	15487	11/26/2024	11/7/24 NOTICE/ PH PC CUP 23-03	301.70
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	15487	11/26/2024	11/7/24 PUBLIC HEARING PUB/ PC CUP 21-13	315.97
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	15487	11/26/2024	11/7/24 PUBLIC HEARING PUB/ PC CUP 24-07	301.70
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	15487	11/26/2024	11/11/24 NOTICE/ COMMISSION VACANCIES	430.12
01.0000.0000.4280	SENIOR CLASSIC LEASING, LLC	15488	11/26/2024	INCORRECT PAYMENT REIMBURSEMENT	254.00
41.0810.8110.5406	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15489	11/26/2024	SAND THEINES GATEWAY PROJECT	163.96
41.0810.8110.5406	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15489	11/26/2024	SAND THEINES GATEWAY PROJECT	163.96
01.0160.1660.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15489	11/26/2024	MARKING PAINT/ SHIVELY	109.74
37.0670.6720.5977	SPRAGUES READY MIX	15490	11/26/2024	GARVEY / CHICO CONCRETE REPAIR	883.65
01.0130.1310.6115	STATE OF CALIFORNIA	15491	11/26/2024	SOLAR LOAN PAYMENT #011-13-3ECD	67,479.57
01.0170.1100.5215	SUPERIOR COURT OF CA, COUNTY OF LA	15492	11/26/2024	SEPT'24 CITATION REVENUE	5,600.00
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	15493	11/26/2024	FOOD/ CI NUTR PRGM	46.68
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	15493	11/26/2024	FOOD/ CII NUTR PRGM	5.18
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	15493	11/26/2024	FOOD/ CI NUTR PRGM	80.73
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	15493	11/26/2024	FOOD/ CII NUTR PRGM	8.97
01.0100.1050.5936	TAG/AMS, INC.	15494	11/26/2024	OCT'24 RANDOM DRUG TEST	190.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	15495	11/26/2024	AUG'24 CW ST REHAB/ENG #640	26,267.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	15495	11/26/2024	AUG'24 ENGINEER SVCS	30,690.00

01.0151.1545.5210	TRANSTECH ENGINEERING, INC.	15495	11/26/2024	AUG'24 - TRF SVCS/ NIGHT MARKET SANTA ANITA	12,627.50
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	15495	11/26/2024	AUG'24 PJT MGMT #140	297.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	15495	11/26/2024	SEP'24 ENG SVCS #110	627.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	15495	11/26/2024	SEP'24 ENG SVCS#607	7,127.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	15495	11/26/2024	SEP'24 ENG SVCS #295	1,691.50
07.0900.9000.5968	TRANSTECH ENGINEERING, INC.	15495	11/26/2024	SEP'24 ENG SVCS #640	6,565.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	15495	11/26/2024	SEP'24 CCTR/MCTR ENG SVCS PRK'G LOTS	217.50
68.0900.9000.6025	TRANSTECH ENGINEERING, INC.	15495	11/26/2024	SEP'24 ADM/ENG SVCS #252	3,541.00
07.0900.9000.5968	TRANSTECH ENGINEERING, INC.	15495	11/26/2024	SEP'24 PJT MGMT #640	13,820.00
07.0900.9000.5968	TRANSTECH ENGINEERING, INC.	15495	11/26/2024	SEP'24 PROF SVCS. #640	1,770.00
01.0140.1440.5215	TYLER TECHNOLOGIES, INC	15496	11/26/2024	OCT'24 BLDG PERMIT CONFIGURATION TNG	975.00
92.0000.0000.6125	U.S. BANK	15497	11/26/2024	OCT'24-SEPT'25 BOND ADMIN FEE	2,100.00
01.0170.1710.5520	WATER HEATER WAREHOUSE, LLC	15498	11/26/2024	SERVICES & INSTALLATION OF WATER HEATER	3,500.00
01.0170.1740.5435	WAXIE SANITARY SUPPLY	15499	11/26/2024	JANITORIAL SUPPLIES	1,057.30
01.0170.1750.5215	WEST COAST ARBORISTS, INC	15500	11/26/2024	10/16-10/31/24 ST TREE PRUNING SVCS	52,070.00
01.0151.1543.5430	WHITTIER FERTILIZER	15501	11/26/2024	LANDCAPE PREP FOR SCTR RODEO	921.69
01.0151.1543.5430	WHITTIER FERTILIZER	15501	11/26/2024	SCTR RODEO LANDCAPE	418.95
01.0170.1770.5525	WINZER	15502	11/26/2024	VEHICLE WASHING SUPP	1,393.87
01.0130.1330.5931	XAVUS SOLUTIONS LLC	15503	11/26/2024	ANNUAL MTNC & SUPPORT SOFTWARE	1,433.25
01.0100.1050.5940	SOUTH EL MONTE EMPLOYEES ASSOC.	15504	11/26/2024	HOLIDAY RECOGNITION EMPLOYEE SPONSORSHIP	3,000.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	15505	12/03/2024	NOV'24 ADMIN	1,672.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	15505	12/03/2024	NOV'24 MISC	520.00
01.0151.1543.5952	MARIA PAYAN	15506	12/03/2024	TREE LIGHTING CEREMONY TAMALES	2,970.00
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	15507	12/03/2024	E.H GARNISHMENT PPE 11/23/24	348.74
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	15508	12/03/2024	A.R GARNISHMENT PPE 11/23/24	8.15
01.0000.0000.2240	VONS CREDIT UNION	15509	12/03/2024	NOV'24	114.00
01.0170.1020.5956	AIRGAS USA, LLC	15510	12/04/2024	LEATHER GLOVES PPE	848.81
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	15511	12/04/2024	NOV'24 GENERAL SERVICES	8,426.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	15511	12/04/2024	NOV'24 SPECIAL PROJECTS	90.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	15511	12/04/2024	OCT-NOV'24 LITIGATION	4,088.20
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	15511	12/04/2024	SEPT-NOV'24 PERSONNEL	11,838.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	15511	12/04/2024	NOV'24 PLANNING	1,166.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	15511	12/04/2024	NOV'24 PUBLIC WORKS-ENGINEERING	4,105.80
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	15511	12/04/2024	NOV'24 FINANCE	60.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	15511	12/04/2024	NOV'24 CODE ENFORCEMENT	790.40
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	15511	12/04/2024	NOV'24 HOUSING	2,239.20
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	15511	12/04/2024	NOV'24 CITY REAL PROPERTY	4,560.00
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	15512	12/04/2024	ITEM RETURN CREDIT MEMO	(37.47)
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	15512	12/04/2024	OFFICE HEATER	18.62
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	15512	12/04/2024	THANKSGIVINGS DECORATIONS	93.50
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	15512	12/04/2024	DEPT SUPPLIES	19.13
01.0160.1610.5520	AMAZON CAPITAL SERVICES, INC	15512	12/04/2024	NEW CLOCK FOR GYM CCTR	78.94
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	15512	12/04/2024	RETURN CREDIT MEMO	(39.68)
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	15512	12/04/2024	CHRISTMAS ORNAMENTS/ CHRISTMAS LUNCHEON	36.37
01.0151.1546.5406	AMAZON CAPITAL SERVICES, INC	15512	12/04/2024	PHOTO PRINTER/ CHRISTMAS WISH	222.12
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	15512	12/04/2024	CHRISTMAS DECORATIONS/ SCTR	363.20
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	15512	12/04/2024	ITEM RETURN CREDIT	(52.91)
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	15512	12/04/2024	ITEM RETURNED CREDIT MEMO	(18.52)

01.0170.1720.5520	AMAZON CAPITAL SERVICES, INC	15512	12/04/2024	PORTACOOL WATERTREATMENT	63.16
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	15512	12/04/2024	CHRISTMAS DECORATIONS	139.97
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	15512	12/04/2024	OFFICE SUPPLIES	12.29
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	15512	12/04/2024	VETERANS DAY GIVE AWAY BAGS	33.98
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	15512	12/04/2024	LAMINATOR/ YARD	61.73
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	15512	12/04/2024	DEPT. SUPPLIES	8.76
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	15512	12/04/2024	PRINTER INK	183.22
01.0130.1330.5406	AMAZON CAPITAL SERVICES, INC	15512	12/04/2024	OFFICE EQUIPMENT	99.15
01.0160.1610.5520	AMAZON CAPITAL SERVICES, INC	15512	12/04/2024	CLOCK FOR GYM CCTR	60.63
01.0000.0000.4554	ANDY GARCIA	15513	12/04/2024	11/17/24 MVD RESERVATION DAMAGE DEPOSIT RFND	50.00
01.0170.1770.5525	ANDY TRUONG	15514	12/04/2024	#2 TOW & NEW HOSE	770.45
01.0151.1543.5952	ARIANA GUTIERREZ	15515	12/04/2024	5K EVNT SUPPLIES	250.00
01.0170.1770.5525	AUTOZONE	15516	12/04/2024	#11 RETURN BATTERY	(15.42)
01.0170.1770.5525	AUTOZONE	15516	12/04/2024	RETURN CORE BATTERY	(22.00)
01.0170.1770.5525	AUTOZONE	15516	12/04/2024	#25 REPLACE HEADLIGHT BULB	20.94
01.0170.1770.5525	AUTOZONE	15516	12/04/2024	BATTERY TESTER	287.66
01.0170.1770.5525	AUTOZONE	15516	12/04/2024	#28 REPLACE AIR FILTER	26.44
01.0170.1770.5525	AUTOZONE	15516	12/04/2024	#27 AIR FILTER REPLACEMENT	22.03
01.0170.1740.5435	BASE HILL, INC.	15517	12/04/2024	NOV'24 JANITORIAL SVCS	8,085.00
01.0160.1620.5520	BASE HILL, INC.	15517	12/04/2024	11/11/24 SPECIAL CLEAN UP SCTR	800.00
01.0140.1430.5215	BLACK KNIGHT DATA & ANALYTICS, LLC	15518	12/04/2024	11/8-12/7/24 MONTHLY SUBSCRIPTION	150.00
01.0151.1542.5952	BROTHERS AWARDS & TROPHIES	15519	12/04/2024	THANKSGIVING BOXING SHOW MEDALS	279.00
01.0151.1543.5952	BROTHERS AWARDS & TROPHIES	15519	12/04/2024	TURKEY DASH MEDALS AND PRIZES	590.00
01.0151.1541.5430	BSN SPORTS LLC	15520	12/04/2024	BASKETBALL EQUIPMENT	837.21
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	15521	12/04/2024	OCT'24 - BLDG INSPECTOR SVCS	9,088.67
01.0120.1210.5914	CITY CLERKS ASSOC. OF CA	15522	12/04/2024	DEPUTY CITY CLERK ANNUAL MEMBERSHIP	250.00
01.0170.1770.5525	CITY OF EL MONTE-FINANCE DEPT.	15523	12/04/2024	OCT'24 CNG FUEL	92.36
01.0100.1050.5936	CONCENTRA	15524	12/04/2024	11/8/2024 NEW HIRE PHYSICALS	245.00
01.0170.1750.5520	DAKOTA BACKFLOW CO.	15525	12/04/2024	11/19/24 BACKFLOW TESTING	1,625.00
01.0170.1710.5520	DIXIE DIESEL & ELECTRIC	15526	12/04/2024	EOC GENERATOR ANNUAL SERVICE	1,096.92
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	15527	12/04/2024	MILK/ CI NUTR PRGM	310.53
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	15527	12/04/2024	MILK/ CII NUTR PRGM	34.50
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	15527	12/04/2024	MILK/ CI NUTR PRGM	356.12
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	15527	12/04/2024	MILK/ CII NUTR PRGM	39.56
01.0140.1430.5215	DUDEK	15528	12/04/2024	06/29/24-07/26/24 - HOUSING ELEMENT UPDATE	77.73
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	15529	12/04/2024	8/23/23 PEST CONTROL/ YARD	152.79
01.0170.1720.5520	ECOLAB PEST ELIM. DIVISION	15529	12/04/2024	9/27/23 PEST CONTROL/ YARD	152.79
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	15529	12/04/2024	10/31/23 PEST CONTROL/ YARD	152.79
01.0170.1720.5520	ECOLAB PEST ELIM. DIVISION	15529	12/04/2024	12/28/23 PEST CONTROL/ YARD	152.79
01.0170.1720.5520	ECOLAB PEST ELIM. DIVISION	15529	12/04/2024	1/26/24 PEST CONTROL/ YARD	152.79
01.0170.1720.5520	ECOLAB PEST ELIM. DIVISION	15529	12/04/2024	2/28/24 PEST CONTROL/ YARD	152.79
01.0170.1720.5520	ECOLAB PEST ELIM. DIVISION	15529	12/04/2024	3/27/24 PEST CONTROL/ YARD	152.79
01.0170.1720.5520	ECOLAB PEST ELIM. DIVISION	15529	12/04/2024	4/29/24 PEST CONTROL/ YARD	152.79
01.0170.1720.5520	ECOLAB PEST ELIM. DIVISION	15529	12/04/2024	5/30/24 PEST CONTROL/ YARD	152.79
01.0170.1720.5520	ECOLAB PEST ELIM. DIVISION	15529	12/04/2024	6/26/24 PEST CONTROL/ YARD	160.43
01.0170.1720.5520	ECOLAB PEST ELIM. DIVISION	15529	12/04/2024	7/31/24 PEST CONTROL/ YARD	160.43
01.0170.1720.5520	ECOLAB PEST ELIM. DIVISION	15529	12/04/2024	8/30/24 PEST CONROL/ YARD	160.43
01.0170.1720.5520	ECOLAB PEST ELIM. DIVISION	15529	12/04/2024	9/26/24 PEST CONTROL/ YARD	160.43

01.0170.1720.5520	ECOLAB PEST ELIM. DIVISION	15529	12/04/2024	10/31/24 PEST CONTROL/ YARD	160.43
01.0170.1720.5520	ECOLAB PEST ELIM. DIVISION	15529	12/04/2024	11/26/24 PEST CONTROL/ YARD	160.43
01.0160.1610.5520	ECOLAB PEST ELIM. DIVISION	15529	12/04/2024	11/26/24 PEST CONTROL/ CCTR	79.20
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	15529	12/04/2024	11/26/24 PEST CONTROL/ CHALL	222.56
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	15529	12/04/2024	11/26/24 PEST CONTROL/ SCTR	337.21
01.0170.1770.5525	EL MONTE ORNAMENTAL SUPPLY, INC.	15530	12/04/2024	GATE REMOTE YARD	187.43
01.0140.1410.5204	EMILY LARES	15531	12/04/2024	NOV'24 PC MEETING	150.00
01.0170.1710.5520	EWING IRRIGATION	15532	12/04/2024	EWING BACKPACK	220.39
01.0160.1630.5520	EWING IRRIGATION	15532	12/04/2024	IRR REPAIRS/ MCTR	412.26
01.0170.1710.5520	EWING IRRIGATION	15532	12/04/2024	CHALL LANDSCAPE SOIL	119.14
01.0160.1670.5520	EWING IRRIGATION	15532	12/04/2024	IRR SUPP REPAIR/ MVD	431.31
01.0170.1710.5520	EWING IRRIGATION	15532	12/04/2024	IRR TREEWELL CHALL	77.04
01.0160.1650.5520	EWING IRRIGATION	15532	12/04/2024	IRR REPAIRS/ NTP	420.96
01.0140.1430.5406	FEDEX	15533	12/04/2024	11/12/24 SHIPPING CHARGES	50.14
01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	15534	12/04/2024	#0709 HEDGE TRIMMER SVCS	114.43
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	15535	12/04/2024	PING PONG TABLE SUPPLIES	3.52
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	15535	12/04/2024	CHRISTMAS TREE SUPPLIES	14.29
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	15535	12/04/2024	CHRISTMAS TREE SUPPLIES	25.81
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	15535	12/04/2024	OUTLET REPAIRS/ CHALL	8.76
01.0170.1770.5525	HACKER EQUIPMENT CO., INC.	15536	12/04/2024	JCB TRACTOR SERVICE	1,006.60
01.0130.1310.5904	HINDERLITER, DE LLAMAS & ASSOC	15537	12/04/2024	SEPT-DEC'24 SALES TAX	1,955.22
06.0300.3010.5215	HUNTINGTON CULINARY	15538	12/04/2024	11/4-11/8/24 MEALS/ CI NUTR PRGM	6,198.50
06.0300.3020.5215	HUNTINGTON CULINARY	15538	12/04/2024	11/4-11/8/24 MEALS/ CII NUTR PRGM	605.00
06.0300.3010.5215	HUNTINGTON CULINARY	15538	12/04/2024	11/11-11/15/24 MEALS/ CI NUTR PRGM	4,628.75
06.0300.3020.5215	HUNTINGTON CULINARY	15538	12/04/2024	11/11-11/15/24 MEALS/ CII NUTR PRGM	484.00
01.0170.1770.5525	HYDRAULICS & GASKETS	15539	12/04/2024	TRACTOR NEW HOSE	82.47
01.0170.1710.5520	INDUSTRIAL PIPE & STEEL	15540	12/04/2024	TUBING TO REPAIR GATE/ KRUSE	5.40
02.0170.1760.5540	JCL TRAFFIC SERVICES	15541	12/04/2024	BARRICADE RENTAL FOR MERCED	10.00
02.0170.1760.5540	JCL TRAFFIC SERVICES	15541	12/04/2024	10 OPEN TRENCH SIGNS	427.88
01.0151.1543.5952	JCL TRAFFIC SERVICES	15541	12/04/2024	TURKEY TROT RENTALS	625.00
02.0170.1760.5540	JCL TRAFFIC SERVICES	15541	12/04/2024	STOCK STREET SIGNS	1,628.39
02.0170.1760.5540	JCL TRAFFIC SERVICES	15541	12/04/2024	STOCK STREET SIGNS	1,600.83
01.0151.1543.5952	JCL TRAFFIC SERVICES	15541	12/04/2024	TURKEY DASH MESSAGE BOARD RENTAL	1,100.00
01.0140.1410.5204	JEFFREY MICHAEL ORTIZ	15542	12/04/2024	NOV'24 PC MEETING	150.00
01.0170.1720.5406	JORGE A PULIDO ARRIERO	15543	12/04/2024	11/22/24 DRINKING WATER/ YARD	120.01
01.0170.1020.5956	JOSEPH VASQUEZ	15544	12/04/2024	2024 BOOT ALLAWANCE	104.74
70.0900.9020.5215	L.A. COUNTY DEPT OF PUBLIC WORKS	15545	12/04/2024	FY 24-25 - MONITORING PRGM IMPLEMENTION	2,715.90
01.0110.1110.5633	L.A. COUNTY SHERIFF'S DEPT.	15546	12/04/2024	SEP'24 NIGHT MARKET/ LAW ENFORCEMENT SVCS	7,592.85
01.0110.1110.5635	L.A. COUNTY SHERIFF'S DEPT.	15546	12/04/2024	SEP'24 CRIME SUPPRESSION	26,761.60
01.0110.1110.5635	L.A. COUNTY SHERIFF'S DEPT.	15546	12/04/2024	OCT'24 TRAFFIC ENFORCEMENT	1,757.88
01.0140.1410.5204	LARRY RODRIGUEZ	15547	12/04/2024	NOV'24 PC MEETING	150.00
01.0140.1410.5204	LEONEL A. BARRERA JR	15548	12/04/2024	NOV'24 PC MEETING	150.00
68.0900.9000.6025	LOC, INC	15549	12/04/2024	OCT'24 NTP/ARCHITEC#252	9,130.00
01.0150.1540.5956	MAKE IT LA LLC	15550	12/04/2024	STAFF UNIFORMS/ BEANIES	899.00
37.0670.6720.5977	MEISTER SEALCOAT & SUPPLIES, LLC	15551	12/04/2024	POTHOLE PATCH CITYWIDE	1,351.54
37.0670.6720.5977	MEISTER SEALCOAT & SUPPLIES, LLC	15551	12/04/2024	POTHOLE PATCH CITYWIDE	2,499.08
37.0670.6720.5977	MEISTER SEALCOAT & SUPPLIES, LLC	15551	12/04/2024	POTHOLE PATCH CITYWIDE	1,351.54
37.0670.6720.5977	MEISTER SEALCOAT & SUPPLIES, LLC	15551	12/04/2024	POTHOLE PATCH CITYWIDE	1,249.54

01.0000.0000.4554	MILDRED RODRIGUEZ	15552	12/04/2024	11/23/24 MVD RESERVATION DEPOSIT RFND	50.00
01.0130.1330.5215	MODERN IT, INC	15553	12/04/2024	DEC'24 MANAGED SVCS	13,530.00
01.0130.1330.5215	MODERN IT, INC	15553	12/04/2024	DEC'24 OFFICE 365	5,666.01
01.0000.0000.4554	MONICA LOPEZ	15554	12/04/2024	11/16/24 MVD RESERVATION DAMAGE DEPOSIT RFND	50.00
44.0800.8020.5215	NADA BUS, INC.	15555	12/04/2024	11/8/24 SENIOR SVCS EXCURSION/ MIRAMONTE	2,085.00
01.0151.1543.5952	NEW SIGN SOLUTION, INC.	15556	12/04/2024	CHRISTMAS BANNER UPDATES	132.30
01.0160.1610.5520	PACIFIC PRODUCTS AND SERVICES LLC	15557	12/04/2024	SKATE PARK SIGN HOURS	110.28
01.0170.1760.5540	PACIFIC PRODUCTS AND SERVICES LLC	15557	12/04/2024	36 LED SOLAR PANEL STOP SIGNS	67,076.10
01.0160.1610.5520	PACIFIC PRODUCTS AND SERVICES LLC	15557	12/04/2024	CIVIC CENTER PARK HOURS	344.50
01.0170.1710.5520	POST ALARM SYSTEMS	15558	12/04/2024	SERVICE CALL CHALL	183.22
01.0150.1530.5406	PRINT XPRESSIONS	15559	12/04/2024	TABLE CLOTHS FOR NUTRITION	399.00
01.0151.1543.5952	PROMOTIONAL DESIGN CONCEPTS, INC	15560	12/04/2024	CITY CANOPIES	1,885.28
01.0130.1330.5950	QUADIENT LEASING USA, INC.	15561	12/04/2024	12/21/24-3/20/25 QUARTERLY LEASE	438.62
01.0100.1020.5405	QUENCH USA, INC.	15562	12/04/2024	DEC'24 WATER FILTER/ CHALL	132.04
01.0160.1620.5520	QUENCH USA, INC.	15562	12/04/2024	DEC'24 WATER FILTER/ SCTR	60.22
01.0100.1020.5910	SGV CITY MANAGERS' ASSOCIATION	15563	12/04/2024	DEC'24 HOLIDAY LUNCHEON REGISTRATION	120.00
01.0120.1210.5933	SOCAL SHRED LLC	15564	12/04/2024	11/19/24 SHREDDING SVCS	75.00
37.0670.6720.5977	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15565	12/04/2024	PENN MAR ST IRR REPAIRS	25.47
01.0170.1710.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15565	12/04/2024	CHRISTMAS DECOR SUPPLIES CHALL	210.03
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	15566	12/04/2024	FOOD/ CI NUTR PRGM	91.50
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	15566	12/04/2024	FOOD/ CII NUTR PRGM	10.16
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	15566	12/04/2024	FOOD/ CI NUTR PRGM	25.14
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	15566	12/04/2024	FOOD/ CII NUTR PRGM	2.79
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	15566	12/04/2024	FOOD/ CI NUTR PRGM	74.73
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	15566	12/04/2024	FOOD/ CII NUTR PRGM	8.30
01.0151.1542.5952	SUPERIOR WAREHOUSE GROCERS	15566	12/04/2024	THANKSGIVING BOXING SHOW TURKEY PRIZES	2,432.56
01.0151.1543.5952	SUPERIOR WAREHOUSE GROCERS	15566	12/04/2024	5K EVENT TURKEY PRIZES	1,075.10
01.0150.1540.5431	SUPERIOR WAREHOUSE GROCERS	15566	12/04/2024	AFTER SCHOOL PROGRAM SUPPLIES	15.84
01.0100.1040.5921	THE SAUCE CREATIVE SERVICES CORP.	15567	12/04/2024	DEC'24 NEWSLETTER	6,298.36
01.0100.1040.5921	THE SAUCE CREATIVE SERVICES CORP.	15567	12/04/2024	SANTA'S SLEIGH RIDE/ FLYER UPDATE	125.00
01.0100.1020.5215	TOWNSEND PUBLIC AFFAIRS	15568	12/04/2024	DEC'24 CONSULTING SERVICES	6,750.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	15569	12/04/2024	SEP'24 ENG SVCS #296	2,586.50
01.0140.1440.5215	TYLER TECHNOLOGIES, INC	15570	12/04/2024	OCT-NOV '24 - BLDG PERMIT CONFIGURATION TNG	890.00
01.0170.1020.5956	ULINE	15571	12/04/2024	PPE RESPIRATORS	600.30
01.0170.1020.5956	VESTIS GROUP, INC	15572	12/04/2024	UNIFORM PANTS	103.58
01.0170.1710.5520	WATER CHEMISTS,DIV. OF CCI CHEMICAL	15573	12/04/2024	NOV'24 H2O TREATMENT	200.00
01.0170.1740.5435	WAXIE SANITARY SUPPLY	15574	12/04/2024	JANITORIAL SUPPLIES	209.48
01.0170.1740.5435	WAXIE SANITARY SUPPLY	15574	12/04/2024	JANITORIAL SUPPLIES	857.75
01.0170.1750.5215	WEST COAST ARBORISTS, INC	15575	12/04/2024	11/1-11/15/24 ST TREE TRIMMING	38,871.00
01.0160.1670.5520	WHITTIER FERTILIZER	15576	12/04/2024	MVD PARK INFIELDS	31.42
01.0151.1543.5430	WHITTIER FERTILIZER	15576	12/04/2024	VETERANS DAY LANDSCAPE	732.06
01.0160.1670.5520	WHITTIER FERTILIZER	15576	12/04/2024	RESEED/ MVD	29.22
01.0160.1670.5520	WHITTIER FERTILIZER	15576	12/04/2024	RESEED MVD	21.49
01.0170.1710.5520	WHITTIER FERTILIZER	15576	12/04/2024	RESEED CHALL	177.50
01.0170.1710.5520	WHITTIER FERTILIZER	15576	12/04/2024	RESEED CHALL	62.84
01.0170.1710.5520	WHITTIER FERTILIZER	15576	12/04/2024	RED WOOD CHIPS CHALL	74.97
02.0170.1760.5550	ATHENS SERVICES	DFT0002298	11/18/2024	NOV'24 SWEEPING SVCS	7,057.92
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002299	11/15/2024	RATE PLAN 23047	3,074.38

01.0000.0000.2020	CALPERS RETIREMENT	DFT0002299	11/15/2024	RATE PLAN 685	9,591.16
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002299	11/15/2024	RATE PLAN 27216	20,308.49
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0002300	11/08/2024	PPE 11/9/24 FEDERAL FINAL	17.05
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002300	11/08/2024	PPE 11/9/24 FICA FINAL	90.78
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002300	11/08/2024	PPE 11/9/24 MEDICARE FINAL	21.22
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002301	11/15/2024	PPE 11/9/24 UI TAX WTHD'G	210.81
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002301	11/15/2024	PPE 11/9/24 TNG WTHD'G	10.53
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002301	11/15/2024	PPE 11/9/24 STATE WTHD'G	7,837.48
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0002302	11/15/2024	PPE 11/9/24 FEDERAL	21,187.29
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002302	11/15/2024	PPE 11/9/24 MEDICARE	7,348.92
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002302	11/15/2024	PPE 11/9/24 FICA	30,437.94
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002303	11/12/2024	PPE 11/9/24 STATE WTHD'G FINAL	7.16
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0002304	11/15/2024	CASE 200000002163990	359.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0002304	11/15/2024	CASE 0980438	150.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0002304	11/15/2024	CASE 200000002135289	780.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0002304	11/15/2024	CASE 1457313	402.50
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002305	11/19/2024	9/24-10/24/24 1402 LERMA	4,405.41
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002306	11/19/2024	9/24-10/24/24 1415 SANTA ANITA AVE	891.95
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002307	11/19/2024	9/24-10/24/24 1341 ISLAND/ SANTA ANITA	53.42
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002308	11/19/2024	9/24-10/24/24 1500 CENTRAL AVE	1,348.99
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002309	11/19/2024	9/24-10/24/24 1819 CENTRAL AVE	777.69
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002310	11/19/2024	9/24-10/24/24 1450 LIDCOMBE AVE	472.55
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002311	11/19/2024	9/24-10/24/24 1530 CENTRAL AVE	463.47
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002312	11/19/2024	9/24-10/24/24 1556 CENTRAL AVE	463.47
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002313	11/19/2024	9/24-10/24/24 1450 LIDCOMBE AVE	4,968.61
01.0170.1730.5705	SO CAL GAS	DFT0002314	11/08/2024	9/29-10/30/24 1415 SANTA ANITA AVE	145.81
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002315	11/14/2024	OCT'24 2028 CENTRAL AVE	201.70
02.0170.1760.5537	SOUTHERN CALIFORNIA EDISON	DFT0002316	11/19/2024	9/16-10/14/24 STREET LIGHTS	1,741.30
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0002317	11/14/2024	9/16-10/31/24 STREET LIGHTS	4,131.71
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0002318	11/14/2024	OCT'24 STREET LIGHTS	3,489.88
01.0170.1100.5406	SPARKLETTS	DFT0002319	11/19/2024	OCT'24 WATER SVCS	23.98
01.0170.7020.5406	SPARKLETTS	DFT0002319	11/19/2024	OCT'24 WATER SVCS	23.98
01.0150.1530.5430	WALMART COMMUNITY/GECRB	DFT0002320	11/04/2024	TABLE CENTERPIECES	174.32
01.0150.1530.5952	WALMART COMMUNITY/GECRB	DFT0002320	11/04/2024	BIKE RIDE SUPPLIES	247.47
01.0150.1540.5406	WALMART COMMUNITY/GECRB	DFT0002320	11/04/2024	OFFICE SUPPLIES	6.75
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0002321	11/26/2024	SUPPLIES TO FIX BROKEN POLE	95.82
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0002321	11/26/2024	PAINT SUPPLIES	271.14
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0002321	11/26/2024	SUPPLIES TO PAINT POLE	67.33
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0002321	11/26/2024	BATTERIES/ CCTR	49.27
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0002321	11/26/2024	PAINT SUPPLIES	85.00
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0002321	11/26/2024	TV PROJECT SUPPLIES/ SCTR	256.10
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0002321	11/26/2024	SUPPLIES FOR SENIOR CENTER RODEO	177.54
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0002321	11/26/2024	BATTERIES/ SCTR	49.27
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0002321	11/26/2024	SUPPLIES TO FIX WATER LEAK	106.31
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0002321	11/26/2024	SUPPLIES FOR SENIOR CENTER	99.15
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0002321	11/26/2024	PAINT SUPPLIES/ SCTR	106.38
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0002321	11/26/2024	ELECTRICAL SUPPLIES	92.01
01.0160.1670.5520	HOME DEPOT CREDIT SERVICES	DFT0002321	11/26/2024	PAINT SUPPLIES/ MVD	152.81

01.0160.1670.5520	HOME DEPOT CREDIT SERVICES	DFT0002321	11/26/2024	PAINT SUPPLIES/ MVD	296.22
01.0160.1670.5520	HOME DEPOT CREDIT SERVICES	DFT0002321	11/26/2024	INSECT REPELLANT/ MVD	32.98
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0002321	11/26/2024	RESTROOM FAUCETS & SUPPLIES	314.98
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0002321	11/26/2024	LAWN INSECT KILLER	87.94
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0002321	11/26/2024	NEW SINKS	160.74
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0002321	11/26/2024	DEPT SUPPLIES	107.16
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0002321	11/26/2024	CITY HALL PLANTS	44.01
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0002321	11/26/2024	BATTERIES/ CHALL	49.28
01.0170.1740.5435	HOME DEPOT CREDIT SERVICES	DFT0002321	11/26/2024	MOSQUITO REPELLENT	105.43
01.0170.1740.5435	HOME DEPOT CREDIT SERVICES	DFT0002321	11/26/2024	JANITORIAL SUPPLIES	83.10
01.0170.1740.5435	HOME DEPOT CREDIT SERVICES	DFT0002321	11/26/2024	JANITORIAL SUPPLIES	40.61
01.0170.1740.5962	HOME DEPOT CREDIT SERVICES	DFT0002321	11/26/2024	NAILER AND BATTERIES	560.07
01.0170.1750.5962	HOME DEPOT CREDIT SERVICES	DFT0002321	11/26/2024	SMALL TOOLS FOR DEPT	400.21
01.0170.1770.5525	HOME DEPOT CREDIT SERVICES	DFT0002321	11/26/2024	TOOLS	59.47
02.0170.1760.5540	HOME DEPOT CREDIT SERVICES	DFT0002321	11/26/2024	LUMBAR FOR STS.	25.42
02.0170.1760.5962	HOME DEPOT CREDIT SERVICES	DFT0002321	11/26/2024	SUPPLIES/ ST DEPT	45.16
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002322	11/22/2024	11/1-12/1/24 1415 SANTA ANITA AVE	77.54
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002323	11/22/2024	11/1-12/1/24 1900 CENTRAL AVE	116.31
37.0670.6720.5966	US BANK VOYAGER FLEET SYS	DFT0002324	10/22/2024	8/26-9/23/24 FUEL-CITY TRANSPORTATION	6,917.73
01.0150.1530.5952	WALMART COMMUNITY/GECRB	DFT0002325	11/20/2024	CHRISTMAS DECORATIONS	183.83
01.0150.1530.5952	WALMART COMMUNITY/GECRB	DFT0002325	11/20/2024	SENIOR SVCS SUPPLIES CREDIT	(98.55)
01.0150.1530.5952	WALMART COMMUNITY/GECRB	DFT0002325	11/20/2024	HALLOWEEN CONTEST PRIZES	350.84
01.0150.1530.5952	WALMART COMMUNITY/GECRB	DFT0002325	11/20/2024	SENIOR SVCS SUPPLIES	174.41
01.0170.1730.5705	SO CAL GAS	DFT0002326	11/27/2024	10/16-11/15/24 1824 CENTRAL AVE	76.18
01.0170.1730.5705	SO CAL GAS	DFT0002327	11/27/2024	10/16-11/15/24 1500 CENTRAL AVE	14.79
01.0170.1730.5705	SO CAL GAS	DFT0002328	11/27/2024	10/16-11/15/24 1556 CENTRAL AVE	276.93
01.0170.1730.5705	SO CAL GAS	DFT0002329	11/27/2024	10/16-11/15/24 1900 CENTRAL AVE	91.12
01.0170.1730.5705	SO CAL GAS	DFT0002330	11/27/2024	10/16-11/15/24 1450 LIDCOMBE AVE	84.48
01.0170.1730.5705	SO CAL GAS	DFT0002331	11/27/2024	10/16-11/15/24 1530 CENTRAL AVE	104.38
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002332	11/27/2024	10/15-11/13/24 1824 CENTRAL AVE	927.05
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0002333	11/21/2024	PPE 11/23/24 FEDERAL RETROS	3,934.08
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002333	11/21/2024	PPE 11/23/24 FICA RETROS	4,041.22
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002333	11/21/2024	PPE 11/23/24 MEDICARE RETROS	945.14
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002334	11/22/2024	PPE 11/23/24 STATE WTHD'G RETROS	1,699.49
01.0000.0000.2230	EMPOWER RETIREMENT, LLC	DFT0002335	11/20/2024	PPE 11/9/24 EMPLOYER MATCH	4,150.00
01.0000.0000.2230	EMPOWER RETIREMENT, LLC	DFT0002335	11/20/2024	PPE 11/9/24 EMPLOYEE BEFORE TAX	2,415.00
01.0000.0000.2235	EMPOWER RETIREMENT, LLC	DFT0002335	11/20/2024	PPE 11/9/24 EMPLOYEE ROTH CONTRIBUTION	508.33
01.0000.0000.2250	CALPERS	DFT0002336	12/05/2024	DEC'24 ACTIVE EMPLOYEE	98,521.46
01.0100.1050.5941	CALPERS	DFT0002336	12/05/2024	DEC'24 ADMIN FEE/ ACTIVE	236.45
01.0100.1050.5941	CALPERS	DFT0002336	12/05/2024	DEC'24 ADMIN FEE/ RETIRED	20.64
01.0100.1050.5945	CALPERS	DFT0002336	12/05/2024	DEC'24 EMPLOYER SHARE/ RETIRED	1,413.00
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002337	11/29/2024	RATE PLAN 27216	353.96
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0002338	11/29/2024	PPE 11/23/24 FEDERAL	27,386.49
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002338	11/29/2024	PPE 11/23/24 FICA	37,411.62
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002338	11/29/2024	PPE 11/23/24 MEDICARE	9,036.73
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002339	11/29/2024	PPE 11/23/24 TNG WTHD'G	7.00
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002339	11/29/2024	PPE 11/23/24 UI TAX WTHD'G	140.05
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002339	11/29/2024	PPE 11/23/24 STATE WTHD'G	10,002.88

01.0000.0000.2230	EMPOWER RETIREMENT, LLC	DFT0002340	11/29/2024	PPE 11/23/24 EMPLOYER MATCH	4,150.00
01.0000.0000.2230	EMPOWER RETIREMENT, LLC	DFT0002340	11/29/2024	PPE 11/23/24 EMPLOYEE BEFORE TAX	2,290.00
01.0000.0000.2235	EMPOWER RETIREMENT, LLC	DFT0002340	11/29/2024	PPE 11/23/24 EMPLOYEE ROTH CONTRIBUTION	508.33
01.0000.0000.2355	EMPOWER RETIREMENT, LLC	DFT0002340	11/29/2024	PPE 11/23/24 EMPLOYEE LOAN REPAYMENT	1,559.44
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0002341	11/29/2024	CASE 200000002135289	780.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0002341	11/29/2024	CASE 1457313	402.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0002341	11/29/2024	CASE 200000002163990	359.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0002341	11/29/2024	CASE 0980438	150.00
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002342	12/03/2024	10/14-11/13/24 N LERMA// MILLET	252.22
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002343	11/26/2024	10/9-11/7/24 THIENES/ PARKWAY	26.82
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002344	11/26/2024	10/9-11/7/24 1109 PECK RD	230.20
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002345	12/03/2024	10/14-11/13/24 1819 N MERCED AVE	250.63
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002346	12/03/2024	10/14-11/13/24 1819 N CENTRAL AVE	296.29
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002347	11/26/2024	10/9-11/7/24 1508 PECK RD	301.81
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002348	12/03/2024	10/10-11/8/24 1926 DURFEE AVE	279.78
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002349	12/03/2024	10/14-11/13/24 1415 SANTA ANITA AVE	422.98
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002350	12/03/2024	10/10-11/8/24 1903 DURFEE AVE	142.21
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002351	12/03/2024	10/14-11/13/24 2022 N CENTRAL AVE	118.44
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002352	12/03/2024	10/11-11/12/24 1450 LIDCOMBE	263.25
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002353	11/26/2024	10/9-11/7/24 1628 DURFEE AVE	296.29
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002354	12/03/2024	10/14-11/13/24 1652 TYLER AVE	323.97
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002355	12/03/2024	10/14-11/13/24 10452 RUSH ST	96.40
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002356	12/03/2024	10/14-11/13/24 1530 CENTRAL AVE	290.79
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002357	12/03/2024	10/14-11/13/24 1900 CENTRAL AVE	168.01
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002358	12/03/2024	10/10-11/8/24 2018 DURFEE AVE	252.22
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002359	12/03/2024	10/14-11/13/24 1556 CENTRAL AVE	489.07
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002360	12/03/2024	10/11-11/12/24 1675 DURFEE AVE	213.82
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002361	11/26/2024	10/9-11/7/24 FARNDON-PECK	74.38
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002362	11/26/2024	10/9-11/7/24 1660 DURFEE AVE	142.21
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002363	12/03/2024	10/14-11/13/24 1500 N CENTRAL AVE	252.22
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002364	12/03/2024	10/14-11/13/24 MERCED N/W SANTA ANITA	61.54
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002365	11/26/2024	10/9-11/7/24 1222 PECK RD	351.37
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002366	11/26/2024	10/9-11/7/24 1502 PECK RD	340.36
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002367	12/03/2024	10/14-11/13/24 1707 N MERCED AVE	24.85
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002368	12/03/2024	10/14-11/13/24 N/E MERCED SANTA ANITA	158.73
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002369	12/03/2024	10/14-11/13/24 1824 CENTRAL AVE	703.87
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002370	12/03/2024	10/14-11/13/24 2000 SANTA ANITA AVE	68.87
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002371	12/03/2024	10/10-11/8/24 11016 GOMEZ PALACIO DR	24.85
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002372	11/26/2024	10/9-11/7/24 1710 DURFEE AVE	246.73
01.0130.1310.5280	SECTRAN SECURITY INC.	DFT0002373	11/27/2024	NOV'24 ARMORED SVCS	202.17
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002374	11/20/2024	10/9-11/6/24 1459 SANTA ANITA AVE	426.42
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002375	11/27/2024	10/15-11/13/24 1530 CENTRAL AVE	2,195.74
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002376	11/27/2024	10/15-11/13/24 1556 CENTRAL AVE	1,693.24
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002377	11/27/2024	10/15-11/13/24 1415 SANTA ANITA	2,433.95
				Grand Total	**$ 2,247,767.34**

Authorization Signature

Rene Salas, City Manager

City Council Agenda Report
Agenda Item No. 7.b.

DATE: December 10, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: John Poehler, Director of Public Works

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION 24-244, ENTERING INTO A GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR THE MERCED AVENUE GREENWAY PROJECT (PHASE II)

SUMMARY: The Merced Avenue Greenway is currently under construction to enhance the City's ability to clean and capture stormwater, reduce greenhouse gas emissions, and mitigate the urban heat island effect. It will also provide safe active transit connections to local parks, schools, and river access. The northern end of the project (Phase II, from Rush St. to Fern St.) is currently in the design phase and is expected to go out to bid for construction in July 2025.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-244, entering into the 2023 U.S. HUD Community Project Funding Program Agreement ($3,000,000); and
2. Authorize the City Manager or designee to negotiate and execute the Agreement.

FISCAL/FINANCIAL IMPACT: There is no immediate fiscal impact associated with this action. The Federal grant award of $3,000,000 will support the overall construction of Phase II of the Merced Avenue Greenway North Corridor. Staff will return to the City Council to establish a final project budget and to request the release of a notice of bids for construction.

DISCUSSION: As long-term partners in the Merced Avenue Greenway Project, the non-profit organizations—Council for Watershed Health, Active SGV, and Climate Resolve—collaborated with the City to develop and submit a series of grant applications in Spring 2023. These applications aim to support the construction of Phase II of the project – North Corridor (currently estimated cost - $11,918,000) as well as engagement, monitoring, technical assistance, and training activities around implementation. The City highlighted the community-driven and “multi-benefit” aspects of the project (e.g., increasing groundwater recharge, improving water quality, creating public green-space and transportation corridors, and expanding urban forests) to leverage grant opportunities across multiple State, Federal, and County resources.

The U.S. Department of Housing and Urban Development (HUD) Community Project Funding Program (CPF) is part of the larger Consolidated Appropriations Act, 2023 (Public Law 117-328 - the FY2023 Act). Congress made $3 billion in grant funding available under this Economic Development Initiative (EDI) for congressionally directed spending. This appropriation was made through U.S. Senator Alex Padilla's office. CPF grants provide investment in a wide variety of projects such as housing, homelessness prevention, workforce training, public facilities, parks, resilience planning and other critical infrastructure and services.

This innovative Greenway partnership between the City of South El Monte (as the lead entity) and non-profit/community-based organizations include: Council for Watershed Health (CWH)—A 501(c)3 non-profit organization with experience in watershed resource planning using GIS, green infrastructure, environmental assessment, and community engagement. CWH understands the complexities of engaging multiple City agencies, residents, and project stakeholders on large and complex infrastructure projects. It has technical expertise in the design and construction of public right-of-way green infrastructure and stormwater Low Impact Development (LID) projects. CWH serves as the project lead on water resource issues as they pertain to the operations and maintenance of green infrastructure elements, pre- and post-construction project performance monitoring and reporting, and the use of native plants and climate-appropriate plants in urban landscape projects.

ActiveSGV—A 501(c)3 community-based nonprofit organization focused on community, open streets, transit improvements, green infrastructure, and advocacy for a more sustainable, equitable and livable San Gabriel Valley. ActiveSGV staff has a long history of working with community residents in the City of South El Monte and understands the needs of its members. ActiveSGV will serve as the lead technical advisor on community engagement and stewardship on the greenway. As is their role for the Phase I – southern corridor, ActiveSGV staff will continue to help develop unified messaging and galvanize local support through information sharing about integrated water management and parallel community benefits.

Climate Resolve—A Los Angeles-based 501(c)3 nonprofit organization dedicated to creating practical solutions to meet climate challenges. Climate Resolve is a national leader in building collaborations to implement regional climate initiatives, developing communication strategies that make local climate impacts relatable to people. It will be integral to this project in sharing and contextualizing the climate science that results from this effort with policy-makers and other local leaders to develop workable climate mitigation and adaptation strategies. It serves as the technical lead on heat island mitigation monitoring and climate resiliency education.

Staff recommends that the City Council adopt Resolution No. 24-244, which would authorize the City Manager or their designee to execute all grant documents, including applications, agreements, amendments, and payment requests

Staff report prepared by Andrés González, Senior Public Works Analyst, in collaboration with staff from the Council for Watershed Health.

ATTACHMENT(S):

A. Resolution No. 24-244
B. Grant Agreement B-23-CP-CA-0066 (003)

ATTACHMENT A

RESOLUTION NO. 24-244

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER A GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE MERCED AVENUE GREENWAY PROJECT

WHEREAS, the City of South El Monte is eligible to receive Federal funding for certain community enhancement planning through the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, the City is currently in the design phase of the Merced Avenue Greenway Project, which aims to enhance the City's ability to clean and capture stormwater, reduce greenhouse gas emissions and the urban heat island effect, and provide safe active transit connections to local parks, schools, and river access; and

WHEREAS, the City collaborated with the Council for Watershed Health, Active SGV, and Climate Resolve—long-term partners in the Merced Avenue Greenway Project—to prepare and submit grant applications for funding, including an application to the HUD Community Project Funding Program ("CPF"), and was subsequently selected by HUD to receive funds under the CPF; and

WHEREAS, a Restricted Grant Agreement with HUD before such funds can be claimed through the Community Project Funding Program.

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

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

SECTION 2. The City Council authorizes the City Manager to enter into a grant agreement with the U.S. Department of Housing and Urban Development (HUD) for funding under the HUD Community Project Funding Program for the Merced Avenue Greenway Project.

SECTION 3. The City Council hereby authorizes the City Manager, or his designee, to execute in the name of the City of South El Monte all grant documents, including any amendments or modifications and requests for payment, necessary to secure grant funds and to ensure the timely completion of the Merced Avenue Greenway Project.

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

PASSED, APPROVED and ADOPTED this 10th day of December 2024.

Gloria Olmos, Mayor

ATTEST:

Adrian Garcia, MMC, City Clerk

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

I, Adrian Garcia, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-244 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 10th day of December 2024, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Adrian Garcia, MMC, City Clerk

01257.0006/1031330.1

ATTACHMENT B

FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-CA-0066

Grantee Name: City of South El Monte
Grantee Address: 1415 N. Santa Anita Ave. South El Monte, CA 91733
Grantee's Unique Entity Identifier (UEI):
Grantee's Employer Identification Number (EIN) 95-6006084
Federal Award Identification Number (FAIN) B-23-CP-CA-0066
Assistance Listing Number and Name 14.251 Economic Development Initiative, Community Project Funding, and Miscellaneous Grants
Period of Performance/Budget Period Start Date Date of grant obligation
Period of Performance/Budget Period End Date August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of South El Monte (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-103) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of $3,000,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than $500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3 accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.

5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

____

(Name of Organization)

BY: ____
(Signature of Authorized Official)

____
(Typed Name and Title of Authorized Official)

____
(Date)

HUD

BY: ____
Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

____
(Date)

APPENDIX 1 – Project Narrative

North Corridor Merced Avenue Greenway Project Narrative

The North Corridor Merced Avenue Greenway Project, is Phase II of the full 1.1-mile greenway between Lerma Road and Fern Street, representing the remaining .55 mile stretch north of Rush Street. Construction of Phase I - South of Rush to Lerma Road (.65 miles) is currently underway and is anticipated to be completed by the end of 2024. The project in its totality aims to improve stormwater management and water quality, decrease flood risk, increase vegetative c over including habitat restoration, improve active transportation through improved pedestrian and bike access and mobility. The project focuses on multiple retrofits for the corridor and implements surface and sub-surface Best Management Practices (BMP) and structural water treatment components within the design to manage flows from the watershed. The project has a significant community outreach component and encourages ongoing educational and project development participation by community members, the key benefactors of the proposed project.

In addition to providing improvements to the Merced Avenue Corridor, upon completion of Phase II, the project will provide a continuous green-street gateway connecting the City of El Monte and the Rio Hondo bike trail to the north with the Whittier Narrows Recreation Area, a 1,492-acre park located within South El Monte's city limits on the south end of the corridor. Whittier Narrows is one of Los Angeles County's largest and most popular recreation areas, serving as a major flood control facility as well as wildlife habitat and open space.

Funding from this Community Project Funding (CPF) grant will cover a portion of the following implementation costs of the project including but not limited to project management, construction management, community engagement and stewardship outreach, A/E bid and award support, A/E construction support, construction costs including site development, stormwater collection and treatment features, porous pavement, bikeway improvements and temporary traffic control.

This project is a component of the 2014 San Gabriel Valley Bike Master Plan, a comprehensive planning document that guides the development of bicycle infrastructure projects, programs and policies. The project will serve as a pilot effort at developing design standards for future urban street retrofits in Los Angeles County to include climate change resilient stormwater management Best Management Practices (BMPs) and urban greening elements.

The project is consistent with the Upper Los Angeles River Watershed Enhanced Watershed Management Program (ULAR EWMP), of which the City of South El Monte is a participating member. The ULAR EWMP provides a detailed implementation strategy for water quality improvement inclusion of environmental, aesthetic, recreational, water supply and/or other community enhancements, and specifically calls for development and implementation of green streets.

The purpose of this project is to implement the final .55 miles of greenway North of Rush Street as Phase II of the greater 1.1-mile improvement project along Merced Avenue between Fern Street and Lerma Road, a highly urbanized and severely underserved community located in the

San Gabriel Valley. This project will construct the remaining improvements in the corridor to promote redevelopment for mixed-use activities, including stormwater infrastructure. The project also creates opportunities to promote community health and safety through effective community outreach and engagement. By leveraging multiple efforts and resources, this project demonstrates how a partnership between smaller cities, non-governmental organizations, and community groups can provide a model for other jurisdictions that may not have the capacity, funding, and/or expertise to oversee these types of green infrastructure projects. By having engaged the community in the design process and continuing outreach and stewardship programs is essential to maintain and build support amongst residents, visitors, commuters, and business owners alike. The design reflects the values of the community and stakeholders seeking the benefits from the transformation of an industrial roadway corridor into a corridor that is not only safe for cyclists and pedestrians but is aesthetically pleasing and enjoyable.

Project goals include managing street surface flows and meeting water quality standards which are increasingly challenging in developed urban areas. While there are regulations that require certain management practices on new and redeveloped infrastructure, there is little incentive to retrofit the existing infrastructure that covers most of the urbanized area. Therefore, a neighborhood-scale project like Merced Avenue Greenway is intended to provide a real-world model of watershed-based improvement project that integrates many ongoing efforts in the region to address flood management, water quality and habitat restoration.

Water Quality The primary goal of this project is to improve water quality within the Merced Avenue Corridor and downstream receiving waters through the implementation of surface and subsurface ready green infrastructure retrofits and native revegetation Low Impact Development (LID) and BMPs. A key component of this project is to demonstrate how stormwater BMPs can be incorporated into existing residential and industrial infrastructure. Upon completion, the project will serve as a model for future LID/BMP retrofit techniques and development.

Active Transportation The project will improve pedestrian and bike mobility and safety by implementing active transportation improvements throughout the corridor. Recent data shows that 128 people are seriously injured or killed each year in South El Monte due to motor vehicle collisions1. In the last 10 years there have been 8 collisions involving bikes or pedestrians on Merced Avenue. Improved pedestrian facilities, traffic calming, and new bike facilities on Merced Avenue, with a preference for a protected bike facility, will promote public health, support local commercial districts, encourage community connection, and improve life for all.

Urban Heat Island Effect This project seeks to implement strategies aimed at reducing urban heat island effect by increasing planting areas and permeable pavements, increasing tree canopy, and adding high albedo hardscape surface coatings. Urban Heat Islands (UHI) occur when cities replace natural land cover with pavement, buildings, and other hardscapes that both absorb and retain heat. These planned interventions are intended to reduce daytime surface temperatures and improve nighttime cooling, as well as, lower air pollution levels associated with UHI's all of which can significantly affect human health.

APPENDIX 2 – Approved Budget

APPENDIX 2

HUD - 2023 CPF Grant Program Budget Exhibit

Merced Ave Greenway North Implementation Funding/Cost Summary

Non-Conctruction Funding		HUD - CPF	Other Funders	TOTAL
	Project Elements			
A	Project Management - City South El Monte	$393,713	$220,060	$613,773
C	CWH - Project/Grant Admin and LID BMP Planning/Monitoring	$88,000	$791,163	$879,163
D	Community Engagement / Stewardship	$0	$178,318	$178,318
F	A/E Bid & Field Construction Support	$114,940	$45,000	$159,940
	Total Non-Construction Estimate	**$596,653**	**$1,014,481**	**$1,831,194**
Construction Funding				
G	Site Preparation	$320,789	$1,366,300	$1,687,089
H	Pavement	$248,250	$2,428,290	$2,676,540
I	Signals and Signage (street)	$0	$200,000	$200,000
J	Landscape and Irrigation	$359,269	$256,981	$616,250
K	Water Quality Treatment - Bioretention/Bioinfiltration and Porous Pavement	$842,357	$1,098,185	$1,940,542
L	Utilities	$0	$56,500	$56,500
M	Temporary Traffic Control	$415,241	$1,011,382	$1,426,623
N	Other- Inspections, Manuals, Funder Signage	$100,483	$286,139	$386,622
	Total Construction Estimate	**$2,286,389**	**$6,703,777**	**$8,990,166**
	Contingency	$116,958	$844,211	$961,169
	Total Project Estimate	**$3,000,000**	**$8,562,469**	**$11,782,529**

APPENDIX 3 – Grantee's Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

☐ The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.

☐ The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
______________	______%	______________
______________	______%	______________

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee's indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

APPENDIX 4 –
Award Term and Condition for Grantee Integrity and Performance Matters

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement
If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report
During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

> (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
>
> (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
>
> (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
>
> (4) Any other criminal, civil, or administrative proceeding if:
>
> > (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures
During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency
During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions
For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions

NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition*. No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions*. HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions*. HUD will consider an exception only after the Grantee has provided the following documentation:

> *a.* A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
>
> *b.* An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

> *a.* Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
>
> *b.* Whether an opportunity was provided for open competitive bidding or negotiation;
>
> *c.* Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1.You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2.We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.
We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1."Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

City Council Agenda Report
Agenda Item No. 7.c.

DATE: December 10, 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 OF APPROVAL OF RESOLUTION NO. 24-245 APPROVING BLANKET AUTHORITY TO FILE APPLICATIONS FOR MEASURE A FUNDING AND THE MEASURE A ANNUAL ALLOCATION GRANT AGREEMENT WITH THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

SUMMARY: In November 2016, Los Angeles County voters approved Measure A, the Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure. Measure A funds are allocated annually to eligible public agencies, including the City of South El Monte, to support projects that enhance open spaces, recreational facilities, and environmental conservation. The City's 2024-2025 portion of the annual special tax on property is estimated to be $97,552.36.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-245 to approve Blanket Authority to File Applications for Measure A Funding and the Measure A Annual Allocation Grant Agreement with the Los Angeles County Regional Park and Open Space District (RPOSD) to receive Measure A Program funding; and
2. Authorize the City Manager or designee to negotiate and execute the agreement.

FISCAL/FINANCIAL IMPACT: The City of South El Monte will receive approximately $97,552.36 annually in Measure A funds. Additionally, the City has an existing fund balance of approximately $616,987.56 in Measure A funds. These funds are designated for enhancing open spaces, recreational facilities, and promoting environmental conservation

DISCUSSION: On November 8, 2016, Los Angeles County voters approved Measure A, the Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure. Measure A funds are allocated annually to eligible public agencies, including the City of South El Monte, to support projects that enhance open spaces, recreational facilities, and environmental conservation. Measure A provides funding through both annual allocation programs and competitive grant programs. The allocated funds are awarded on a per capita basis based on population, while competitive grants are awarded on a competitive basis during set grant cycles.

To access Measure A funding, RPOSD requires eligible public agencies to execute an Annual Allocation Grant Agreement. This Agreement outlines the terms, conditions, and administrative procedures for using Measure A funds. Additionally, adopting blanket authority to file applications for Measure A funding streamlines the process, allowing staff to efficiently apply for eligible grant opportunities without requiring separate City Council approval for each application. Grant opportunities under Measure A are released periodically. By approving blanket authority, the City can proactively file applications for eligible projects and programs without delay. This ensures timely submission and maximizes funding opportunities to enhance the City's open spaces and recreational facilities.

The City intends to use Measure A funds to support the following priority projects:

- Mary Van Dyke Basketball Court Improvements
- Thienes Gateway Improvements
- New Temple Park Community Center Project

These projects align with the City's goals to enhance recreational facilities and community spaces, improve accessibility, and provide high-quality amenities for residents.

Staff recommends the City Council to adopt Resolution No 24-245, approving the Blanket Authority to File Applications for Grant Funds from the Los Angeles County Regional Park And Open Space District for Measure A Annual Allocation Grant Agreement. This will enable the City to access Measure A funds and proceed with the planned projects, benefiting the community by enhancing parks and recreational facilities.

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

ATTACHMENT(S):

A. Resolution No. 24-245
B. Agreement Final - South El Monte

ATTACHMENT A

RESOLUTION NO. 24-245

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS

WHEREAS, the City of South El Monte is eligible to receive Grant Funds from The Los Angeles County Regional Park And Open Space District for Measure A Funding for Projects and Programs; and

WHEREAS, the voters of the County of Los Angeles on November 8, 2016, approved the Safe, Clean Neighborhood Parks, Open Space Beaches, Rivers Protection, and Water Conservation Measure ("Measure A"); and

WHEREAS, Measure A also designated the Los Angeles County Regional Park and Open Space District (the "District") to administer said funds; and

WHEREAS, the District has set forth the necessary policies and procedures governing the application for grant funds under Measure A; and

WHEREAS, the District's policies and procedures require the governing body of the City of South El Monte to approve of the filing of an application before submission of said application to the District; and

WHEREAS, said application contains assurances that the City of South El Monte must comply with; and

WHEREAS, the City of South El Monte will enter into Agreement(s) with the District to provide funds for acquisition projects, development projects, and/or programs.

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

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

SECTION 2. The City Council hereby approves the blanket authority to file applications with the Los Angeles County Regional Park and Open Space District for Measure A Funds for projects or programs; and

SECTION 3. The City Council hereby certifies that the City of South El Monte understands the assurances and will comply with the assurances in the application form; and

SECTION 4. The City Council hereby appoints the City Manager, or designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of projects or programs.

SECTION 5. The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED and ADOPTED this 10th day of December 2024.

____
Gloria Olmos, Mayor

ATTEST:

____
Adrian Garcia, MMC, City Clerk

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

I, Adrian Garcia, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-245 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 10th day of December 2024, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Adrian Garcia, MMC, City Clerk

01257.0006/1037113.1

ATTACHMENT B

Measure A Annual Allocation Grant Agreement

PARTIES TO AGREEMENT

RPOSD:

Los Angeles County
Regional Park and Open Space District
1000 South Fremont Avenue, Unit #40
Building A-9 East, Ground Floor
Alhambra, CA 91803

GRANTEE:

City of South El Monte
1415 N. Santa Anita Avenue
South El Monte CA 91733

This Annual Allocation Grant Agreement ("Agreement") is made and entered into by and between the City of South El Monte (“Grantee”) and the Los Angeles County Regional Park and Open Space District (“RPOSD”). Grantee agrees to complete Annual Allocation projects as described in any Notice to Proceed (“NTP”), a subordinate agreement executed wholly within and subject to the provisions of this Agreement, approved by RPOSD, acting through the Director of the County of Los Angeles Department of Parks and Recreation, and pursuant to Measure A.

RECITALS

WHEREAS, RPOSD, acting through the Director of the County of Los Angeles Department of Parks and Recreation and Measure A, is authorized by the County of Los Angeles Board of Supervisors, acting in its capacity as the governing body of the RPOSD, to implement Measure A and administer Measure A grants;

WHEREAS, Grantee is a public entity eligible for Annual Allocation awards; and

WHEREAS, this Agreement is authorized by Measure A;

THEREFORE, in consideration of the mutual covenants, promises, and representations herein, RPOSD and Grantee agree as follows:

<u>Definitions</u>

Annual Allocations: Annual grant funds allocated pursuant to Section 5, subdivision (b) of Measure A.

Board of RPOSD: The County of Los Angeles Board of Supervisors acting in its capacity as the governing body of the RPOSD.

Good Standing: Good Standing is when an agency or organization is in compliance with all requirements stated in the guidelines, policies, and procedures of RPOSD for both Proposition A and Measure A. Good Standing is required of Grantees in order for payment requests to be processed and to receive or apply for any grant funds from RPOSD.

Grants Administration Manual (GAM): The document that details the policies and procedures for administering grants awarded by RPOSD. From time to time, it shall be amended or changed by RPOSD as described in this agreement.

Grants Management System (GMS): The online Grants Management System used by RPOSD to track Measure A grant-funded projects.

Measure A: The Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure to levy a special tax and issuing bonds approved by voters on November 8, 2016.

Notice to Proceed (NTP): A subordinate agreement executed wholly within and subject to the provisions of this Agreement, for the performance of deliverables as described in the Notice to Proceed (Attachment A). Upon issuance by RPOSD, the NTP confirms approval of an identified project and a specified grant amount and authorizes Grantee to commence performance of said project. The NTP shall include the specifics of the approved project, such as the scope of work, funding award, and performance period for the project.

NTP Performance Period: The timeframe within which Grantee is to complete a project as detailed in each Work Plan. Project costs must be incurred within the NTP Performance Period for each project to be eligible for reimbursement.

Project: Acquisition, development, planning and design/or innovation projects utilizing Annual Allocation funding, and as set forth in an executed NTP.

Scope of Work: Grantee's written description of tasks and deliverables for a project, as set forth in the Work Plan.

Work Plan: A plan that details the proposed elements of a project: scope of work, deliverables, timeline, budget, land tenure, perpetuity plan, community engagement plan, funding acknowledgement, and attachments (as needed).

TERMS AND CONDITIONS

Article 1: Conditions

A. This Agreement applies to all grant funds allocated to Grantee for projects which Grantee has applied for, and which have been approved by RPOSD, as evidenced by the issuance of an NTP.

B. The Work Plan and its required attachments, and any subsequent changes or additions approved by RPOSD, are hereby incorporated in this Agreement as though set forth in full.

C. The GAM, and any subsequent changes or additions thereto, and the Measure A Resolution are also hereby incorporated in this Agreement as though set forth in full.

D. As per the approved NTP(s), RPOSD grants the Grantee a sum of money not to exceed the budget amount, in consideration and on the condition that the sum be solely expended for the purposes set forth in the NTP Scope of Work for the approved Work Plan and under the terms and conditions set forth in this Agreement.

E. Grantee acknowledges that it may be required to furnish any additional funds necessary to complete the project approved in the NTP.

F. Any non-recreational use of the project area must be preapproved in writing by RPOSD, and if approved, Grantee agrees that any gross income earned from such non-recreational uses of the project shall be used for recreation development, additional acquisition, operation or maintenance at the project site, unless RPOSD approves otherwise in writing.

G. Grantee agrees that any gross income that accrues to a grant-assisted development project authorized by the NTP during and/or as part of the construction, from sources other than the intended recreational uses, also shall be used for further development of that particular project described in the NTP, unless RPOSD approves otherwise in writing.

Article 2: Term of Agreement

This Agreement is effective upon the date it is fully executed by the Grantee and Director of RPOSD or their designees ("Effective Date") and will remain in effect in perpetuity unless terminated by RPOSD upon written notice.

Article 3: Counterparts and Electronic Signatures

A. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same

Agreement. The email or electronic signature of the parties shall be deemed to constitute original signatures, and electronic copies hereof shall be deemed to constitute duplicate originals.

B. RPOSD and Grantee hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and received via communications facilities (email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Agreement.

Article 4: Grant Funds

Grantee will not be entitled to any payment by RPOSD under this Agreement except pursuant to an authorized NTP for each project. Grant funds will be disbursed and used solely by the Grantee in accordance with the Work Plan defined in the NTP for each project, subject to the provisions of this Agreement. Grantee may not combine or carryover funds remaining in one project to another. Grantee understands that grant funds are not a gift and agrees that RPOSD is granting funds for Grantee to complete the work authorized in each NTP.

Article 5: Expenditure of Grant Funds and Allocation of Funds Between Budget Items

Grantee shall expend grant funds consistent with the approved NTP, which incorporates by reference the Work Plan. Any revisions to the budget that attempts to shift funds from approved budget items into a different category must be identified in a revised Work Plan within the GMS and approved in advance by RPOSD. RPOSD may withhold payment for items which exceed the amount allocated in the Work Plan which have not received the approval required herein. Any RPOSD approved increase in the funding for any budgeted item may result in a corresponding decrease in the funding for one or more other budgeted items.

Article 6: Project Costs and Reimbursements

RPOSD shall reimburse to Grantee, in accordance with the authorized NTP's budget, a total amount not to exceed the amount of the NTP, as follows:

A. RPOSD shall reimburse funds for eligible costs incurred to date, up to 90% of the grant amount specified in the NTP, upon the Grantee's satisfactory progress and upon submission of an electronic claim form(s), which shall be submitted no more frequently than every 45 days. RPOSD shall disburse the final 10% upon the Grantee's satisfactory completion of the project, submission of required documentation, and approval by RPOSD. Project costs must be incurred within the NTP Performance Period to be eligible for reimbursement.

B. Grantee shall request reimbursements by submitting a claim to RPOSD through the GMS and complete all forms and requirements of the claim process. RPOSD will only reimburse for actual costs incurred and verified. The form shall also indicate cumulative expenditures to date and expenditures during the reporting period.

C. Claim for reimbursement must be signed by Grantee's authorized representative. Each claim form shall be accompanied by:

    1. All receipts and any other source documents for direct expenditures and costs that Grantee seeks reimbursement for.

    2. Invoices from vendor(s) that Grantee engaged to complete any portion of the work funded under this Agreement and proof of payment (credit card statement, cleared checks) and any other source documents for costs incurred and expenditures by any such vendor(s), unless RPOSD makes a specific exemption in writing.

D. RPOSD, in its sole discretion, may deny reimbursement requests that do not comply with reimbursement requirements or lack sufficient documentation.

Article 7: Indirect Overhead Costs

Grantee may request reimbursement of its indirect overhead costs in accordance with the GAM.

Article 8: Project Completion

Grantee shall complete the project by the Performance Period identified in the approved NTP. Upon completion of a project, Grantee shall provide RPOSD with evidence of completion by submitting:

1. All deliverables specified in the Work Plan, each in a format(s) approved by RPOSD (for example, paper, digital, photographic);

2. Electronic submission of the final claim;

3. All required documentation as required by RPOSD.

Article 9: Deed Restriction

Grantee shall cause to be recorded on the title of any real property acquired and/or developed with funds from the Measure, a deed restriction requiring compliance with the Measure A resolution, in perpetuity consistent with the applicable provisions in the GAM.

Article 10: Funding Acknowledgement

Grantee is required to acknowledge RPOSD's financial assistance for each project that has been awarded funding consistent with the conditions set forth in the GAM, which may include, without limitation: (1) printed and promotional materials, (2) social media, and (3) project signage.

Article 11: Severability

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of the Agreement and shall not cause the remainder to be invalid or unenforceable.

Article 12: Change of Use/Disposal

To use the property only for the purposes of Measure A and to make no other use, sale, or disposition of the property, except as described in Paragraph (A).

(A) If the use of the property acquired through grants pursuant to this resolution is changed to one other than a use permitted under the category from which the funds were provided, or the property is sold or otherwise disposed of, an amount equal to the (1) amount of the grant, (2) the fair market value of the real property, or (3) the proceeds from the portion of such property acquired, developed, improved, rehabilitated or restored with the grant, whichever is greater, shall be used by the recipient for a purpose authorized in that category or shall be reimbursed to the Parks Fund and shall be available for a use authorized in that category.

If the property sold or otherwise disposed of is less than the entire interest in the property originally acquired, developed, improved, rehabilitated or restored with the grant, an amount equal to the proceeds or the fair market value of the property interest sold or otherwise disposed of, whichever is greater, shall be used by the Grantee for a purpose authorized in that category or shall be reimbursed to the Parks Fund and be available for a use authorized in that category. Nothing in this Section shall limit a Public Agency from transferring property acquired pursuant to this order to the National Park Service or the State Park System, with or without consideration.

In either instance, Grantee must provide documentation to RPOSD detailing the benefits that the disposal or partial disposal of property will provide to the residents of Los Angeles County, consistent with Measure A.

Article 13: Community Outreach and Engagement

Grantee must conduct community outreach and engagement that meet the minimum requirements, as defined in the GAM, with the intent to ensure that communities throughout Los Angeles County are aware of and can help determine spending priorities for their projects, and to facilitate a transparent process by which agencies report use of Measure A funds.

Article 14: Indemnification and Hold Harmless

Grantee shall indemnify, defend and hold RPOSD, its officers, and employees harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Contract or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, or activity by the Grantee; and from all costs and expenses, including attorney's fees, in any action or liability arising under this Contract or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, or activity by the Grantee. RPOSD shall have no liability for any debts, liabilities, deficits, or cost overruns of the Grantee. Grantee and RPOSD agree that the liability of the RPOSD hereunder shall be limited to the payment of the grant monies pursuant to the terms and conditions of this Agreement and the GAM. Any contracts entered into, or other obligations or liabilities incurred by, Grantee in connection with the Project or otherwise relating to this Agreement shall be the sole responsibility of Grantee, and RPOSD shall have no obligation or liability whatsoever thereunder or with respect thereto.

Article 15: Performance and Development

A. Grantee agrees to promptly submit any reports or documentation that RPOSD may request.

B. If the project described in the approved NTP includes development, Grantee shall ensure that projects adhere to environmental and sustainability efforts consistent with the Safe, Clean Neighborhood Parks, Healthy Communities and Urban Greening Program; Natural Lands, Open Spaces and Local Beaches, Water Conservation and Watershed Protection Program; Regional Recreation Facilities, Multi-Use Trails and Accessibility Program. Examples including but are not limited to: sustainability, cost-saving energy efficiency, weatherization, stormwater capture, water efficiency, including irrigation efficiency, use of reclaimed water or stormwater, and use of climate and site appropriate native California tree and plant materials.

C. If the project described in the approved NTP includes acquisition of real property, Grantee agrees to furnish RPOSD with evidence of title, such as preliminary title reports. RPOSD, at its sole discretion, shall determine whether the evidence is acceptable under this Agreement. Grantee agrees in negotiated purchases to correct, prior to or at the close of escrow, any defects of title that in the opinion of RPOSD might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.

Article 16: Amendments

As provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of the Agreement will be effective unless provided in writing signed by all parties. It is the responsibility of Grantee to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Article 17: Compliance with Laws

Grantee shall at all times comply with all applicable federal, state and local laws, statutes, rules, regulations, ordinances, directives, guidelines, and policies and procedures.

Article 18: Governing Law, Jurisdiction, and Venue

This Agreement will be governed by, and construed in accordance with, the laws of the State of California. Grantee agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

Article 19: Notices

All notices permitted or required to be given under this Agreement shall be in writing by mail with an email copy to info@rposd.lacounty.gov.

Article 20: Audits, Accounting, Records

A. Grantee agrees to maintain accurate and complete financial records of its activities and operations relating to this Agreement and for each executed NTP in accordance with generally accepted accounting principles.

B. Grantee also agrees to retain such financial accounts, documents and records for a minimum of five (5) years following completion of each project.

C. Grantee and RPOSD agree that during regular office hours, RPOSD or its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee agrees to maintain, and make available for RPOSD inspection, accurate records of all its costs, reimbursements and receipts with respect to its activities under this Agreement.

   At any time during the term of this Agreement or at any time within five years after termination of this Agreement, authorized representatives of RPOSD may conduct an audit of Grantee for the purpose of verifying appropriateness and validity of expenditures that Grantee has submitted to RPOSD for reimbursement under the terms of this Agreement.

D. Grantee, within thirty (30) days of notification that an audit has resulted in the exception of expenditures, may dispute the audit findings in writing to RPOSD and provide RPOSD with records and/or documentation to support the expenditure claims. RPOSD shall review this documentation and make a final determination as to the validity of the expenditures.

E. If Grantee has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, Measure A or the GAM, Grantee shall pay RPOSD an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.

Article 21: Computer Software

Grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this Agreement, RPOSD funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

Article 22: Nondiscrimination

Grantee shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of any property or facility acquired or developed pursuant to this Agreement.

Article 23: Independent Capacity

This Agreement is by and between RPOSD and Grantee and is not intended to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between RPOSD and Grantee. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

Article 24: Assignment

Grantee shall not assign, exchange, transfer, or delegate its rights or duties under this Agreement, whether in whole or in part, without the prior written consent of RPOSD, in its discretion.

Article 25: Good Standing

Good Standing is required of Grantees to receive any grant funds and processing of claims from RPOSD.

Article 26: Timeliness

Time is of the essence in this Agreement.

Article 27: Publicity of Project Information

Grantee shall give RPOSD the right and opportunity to use information gained from a project described in the approved NTP.

A. Grantee agrees to utilize best efforts to provide a minimum of 30 days' notice of the project grand openings, inauguration, dedications, significance, and completion to RPOSD staff and to the County Supervisor's Office in which the project described in a work plan is located, as well as to other appropriate public officials.

B. Grantee shall provide quality digital photographs of the pre-construction site and completed project described in the work plan to RPOSD. If unable to provide digital photographs (collectively, "Photographs") then Grantee shall provide quality printed Photographs of the completed project described in the work plan.

Article 28: Authorization Warranty

Grantee represents and warrants that the person executing this Agreement on behalf of Grantee is an authorized agent who has actual authority to bind Grantee to each and every term, and condition, and obligation of this Agreement and that all requirements of the Grantee have been fulfilled to provide such actual authority.

Article 29: Conflict of Interest

A. No RPOSD employee whose position with RPOSD enables such employee to influence the award of this Agreement or any subsequent NTP, and no spouse or economic dependent of such employee, shall be employed in any capacity by Grantee or have any other direct or indirect financial interest in this Agreement. No officer or employee of Grantee who may financially benefit from the performance of work hereunder shall in any way participate in RPOSD's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence RPOSD's approval or ongoing evaluation of such work.

B. Grantee shall comply with all conflict of interest laws, ordinances, and regulations now in effect, or hereafter to be enacted, during the term of this Agreement. Grantee warrants that it is not now aware of any facts that create a conflict of interest. If Grantee hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to RPOSD. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Article 30 shall be a material breach of this Agreement.

Article 30: Validity

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

Article 31: Waiver

No waiver by RPOSD of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of RPOSD to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Article 32: Long Term Obligations

A. With the written consent of RPOSD, Grantee may transfer property acquired with funds granted under this Agreement to another public agency; to a nonprofit organization authorized to acquire real property for park, wildlife, recreation, community, open space, or gang prevention and intervention purposes; or to the California Department of Parks and Recreation, National Park Service, or the US Forest Service, at de minimis cost, provided that approval by RPOSD is obtained prior to the change and any such successor to the recipient assumes the obligations imposed under the Measure and to accept assignment of this Agreement. Under these conditions, Grantee shall not be required to reimburse RPOSD. Any such transfer must require the nonprofit or public entity acquiring the property to enter into a written contract with RPOSD and agree to comply with the terms of Measure A and this Agreement.

B. Grantee agrees to provide for reasonable public access to lands acquired in fee with grant monies, including the provision of parking and public restrooms, except when that access may interfere with resource protection.

C. All facilities shall be open to members of the public generally, as noted in the GAM. Grantee agrees that property and facilities acquired or developed with Measure A funds as per this Agreement shall be available for inspection upon RPOSD's request, in perpetuity.

D. Grantee agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of Measure A and this Agreement.

E. Grantee agrees to take all reasonable measures to actively oppose, at its sole expense, any proposal or attempt to act upon, exercise, or assert claims as to reserved rights to the grant funded property that are contrary to the purposes of Measure A, GAM and/ or this Agreement, including but not limited to oil, gas, and other hydrocarbon substances; minerals; water; and/or riparian resources. The above notwithstanding, Grantee has no obligation hereunder to initiate litigation challenging any project or proposal based on a reserved right lawfully recorded against the grant funded property in real property records maintained by the Los Angeles County Recorder's Office.

Article 33: Breach

A. Grantee agrees that compliance with the terms of this Agreement will have significant benefits to Los Angeles County and its constituents. Because such benefits exceed the amount of funds furnished under these provisions, Grantee agrees that any breach would result in incalculable loss, and therefore, any payment by the Grantee to RPOSD of an amount equal to the amount of the funds would be inadequate compensation. In the event that Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, RPOSD may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:

   1. Prior to reimbursement of funds:

      a. Withdrawal of an approved NTP;

   2. After payment (partial or full) of a specific project approved through an NTP:

      a. Seek specific performance of Grantee's obligations under this Agreement;

b. Receive reimbursement of grant funds awarded under the NTP.

B. If RPOSD brings an action to enforce the terms of this Agreement, Grantee shall be responsible to pay RPOSD's attorney's fees and costs, including expert witness costs, if RPOSD prevails in said action.

C. The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity. In the event RPOSD must pursue any remedy hereunder and is the substantially prevailing party, RPOSD shall be awarded its costs and reasonable legal fees, including costs of collection.

Article 34: NTP Termination

RPOSD may withdraw, in whole or in part, an NTP and/or terminate this Agreement, and/or seek a refund of payments already made if RPOSD determines in its discretion that:

1. Facts have arisen, or situations have occurred, that fundamentally alter the expectations of the parties or make the purposes for an NTP or grant funds approved as contemplated infeasible or impractical;

2. Any material modifications in the scope or nature of a project have occurred from that which was presented in the NTP and such material modifications have not received the prior written approval of RPOSD;

3. Any statement or representation made by Grantee in the NTP, the grant status update report, and back up documents, or is otherwise untrue, inaccurate or incomplete in any material respect;

4. The results of RPOSD's review of the grant status update report are not acceptable to RPOSD;

5. The project described in the NTP will not or cannot be completed by the NTP Performance Period or any extensions granted thereto or delays in the implementation of the project have occurred which, in RPOSD's judgment, make the project impracticable;

6. Title to or encumbrances against the property are or become such that the Grantee is unable to complete the project described in the NTP and/or the property becomes unavailable for public use.

Article 35: Regulatory Requirements

A. Grantee will not enter into any contract, agreement, lease or similar arrangement, or agree to any amendment or modification to an existing contract, agreement, lease or similar arrangement, that in RPOSD's opinion, violates federal regulations restricting the use of funds from tax-exempt bonds. Any proposed operating contracts, leases, concession contracts, management contracts or similar arrangements with non-governmental entities that restrict the public use of the project site for (30) thirty consecutive days or more, must be reviewed by RPOSD prior to awarding as they relate to the project or project site in perpetuity. Any such contracts in existence must be disclosed prior to construction.

B. Grantee (or its representative) shall comply as lead agency with the California Environmental Quality Act (CEQA), Public Resources Code, Section 21000, et. seq. CEQA documents must be recorded with and stamped by the Los Angeles County Registrar Recorder.

   Grantee shall add RPOSD to the notification list for CEQA requirements as stated in the GAM.

C. Grantee and RPOSD will conform to the requirements of Government Code Section 7920.000, et seq. in making all documents relating to this Agreement, the grant obtained and all other related matters available for public review during regular business hours. If an NTP involves acquisition of property, however, both RPOSD and Grantee may withhold from public review any and all documents exempted under Section 7928.705, prior to completion of said acquisition.

D. If RPOSD is required to defend an action on a Public Records Act request for any of the contents of a Grantee's submission under the terms and conditions of the Agreement, Grantee agrees to defend and indemnify RPOSD from all costs and expenses, including attorneys' fees, in any action or liability arising under, or related to, the Public Records Act.

E. In order to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes or other evidences of indebtedness issued for the purpose of providing the grant monies made available in this Agreement, Grantee covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended. In furtherance of the foregoing covenant, Grantee hereby agrees that it will not, without the prior written consent of RPOSD, (a) permit the use of any portion of the project(s) by any private person or entity, other than on such terms as may apply to the public generally; or (b) enter into any contract for the management or operation of the project or any portion thereof, except with a governmental agency or a nonprofit corporation that is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.

F. Grantee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Grantee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Grantee or any County lobbyist or County lobbying firm to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which RPOSD may terminate or suspend this Agreement.

IN WITNESS WHEREOF, Grantee and RPOSD have caused this Agreement to be executed by their duly authorized representatives as of the latter day, month and year written below.

GRANTEE:

By: ________________________________
Signature of Authorized Representative

Name: ______________________________

Title: ______________________________

Date: ______________________________

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT:

By: ______________________________
Director / Administrator

Date: ____________________________

Agreement No. A78

Date

Grantee Information

NOTICE TO PROCEED
REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)
AGREEMENT NO. (ENTER NUMBER)
NTP NO. (ENTER NUMBER)
STUDY AREA NO. (ENTER NUMBER)
(ENTER NAME OF ANNUAL ALLOCATIONS PROJECT)

This Notice to Proceed ("NTP"), a subordinate agreement executed wholly within and subject to the provisions of Agreement No. _________(Enter Number), dated (Enter Date) ("Agreement"), confirms approval of your Annual Allocations Project, as described in your Work Plan dated (Enter Date), for the project described as (Enter Project) ("Project").

1. Scope of Work

2. NTP Performance Period

   This Project shall be completed by the NTP Performance Period (Enter Date).

3. Grant Amount

   The total maximum amount RPOSD will reimburse Grantee for this Project is (Enter Amount), including related reimbursable expenses as specified. Any items where cost estimates exceed the approved budget, require prior written authorization from RPOSD.

4. Reimbursement

   a. Grantee must complete all required deliverables identified in the attached Work Plan.
   b. The total reimbursement from RPOSD for all deliverables may not exceed Grant Amount, identified in the Grant Amount.
   c. Ensure NTP NO. (Enter Number) appears on invoices submitted to RPOSD for purposes of reimbursement.

All terms of the Agreement which authorize this NTP, will remain in full force and effect. The terms of the Agreement will govern and take precedence over any conflicting terms or conditions in this NTP. This NTP must be in compliance with the terms and conditions of the Agreement to be valid or binding.

At Grantee's written request, this NTP may be amended subject to RPOSD's sole discretion and prior approval. Amendments are to be limited to modifications of the Performance Period, Scope of Work, or Grant Amount.

APPROVED BY:

____
RPOSD Representative

Date: _____________________________

City Council Agenda Report
Agenda Item No. 9.a.

DATE: December 10, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Adrian Garcia, MMC, City Clerk

SUBJECT: CONSIDERATION OF RESOLUTION NO. 24-246, RECITING THE FACTS OF THE GENERAL MUNICIPAL ELECTION HELD ON TUESDAY, NOVEMBER 5, 2024, AND DECLARING THE RESULTS OF THAT ELECTION AND SUCH OTHER MATTERS AS PROVIDED BY LAW

SUMMARY: The City's General Municipal Election was held on November 5, 2024. The votes in the election have been tabulated and canvassed by the Los Angeles County Registrar-Recorder/County Clerk. The canvass has determined that that Gloria Olmos has been re-elected as Mayor, Hector Delgado has been re-elected to the City Council, Larry Rodriguez has been elected to the City Council and Measure SEM has been adopted by the voters. The City Council must now take the final steps to formally declare the results of the election.

RECOMMENDED ACTION: Staff Recommends City Council:

1. Adopt Resolution No. 24-246, A Resolution of the South El Monte City Council reciting the Facts of the General Municipal Election held on Tuesday, November 5, 2024, and declaring the results of that election and such other matters as provided by law.

FISCAL/FINANCIAL IMPACT: The estimated cost of conducting the 2024 General Municipal Election is estimated at $60,000.

DISCUSSION: The Los Angeles County Registrar-Recorder/County Clerk canvassed the returns of the election and has certified the results for the City of South El Monte. Upon certification, the City Council is required meet to declare the result of the election. The attached resolution takes the necessary steps to declare the election results. The resolution declares that the voters have adopted Ordinance No. 1275, which was submitted to the voters as Measure SEM. As part of a separate item on tonight's agenda, the City Council will also itself adopt Ordinance No. 1275.

The County's Official Canvass, showing the exact number of votes, is attached to the Resolution.

ATTACHMENT(S):

A. Resolution No. 24-246 - Adopting Election Results
B. Exhibit A to Resolution No. 24-246, Official Canvass of Results
C. Ordinance No. 1275 - Measure SEM

ATTACHMENT A

RESOLUTION NO. 24-246

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL RECITING THE FACTS OF THE GENERAL MUNICIPAL ELECTION HELD ON TUESDAY NOVEMBER 5, 2024 AND DECLARING THE RESULTS OF THAT ELECTION AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a General Municipal Election was held and conducted in the City of South El Monte, California, on Tuesday, November 5, 2024, as required by law; and

WHEREAS, notice of the General Municipal Election was given in time, form and manner as provided by law; that voting centers were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the Elections Division of the Office of the Los Angeles County Registrar-Recorder/County Clerk canvassed the returns of the election and has certified the results to this City Council, which results are received, attached, and made a part hereof as "Exhibit A".

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

SECTION 1. That the recitals set forth above are incorporated herein by this reference.

SECTION 2. That the General Municipal Election was consolidated with other elections being held in the same territory, with the same voters and held on the same date pursuant to Section 10400 of the Elections Code.

SECTION 3. That the General Municipal Election was held for the purpose of electing the following officers of said City as required by laws relating to cities in the State of California:

One Mayor of said City for a full term of four years.

Two Members of the City Council of said City for a full term of four years.

SECTION 4. That the whole number of ballots cast at the vote centers except vote by mail ballots was 1,702 and the whole number of votes by mail ballots cast in the City was 3,339, making a total of 5,041 ballots cast in the City.

SECTION 5. That the names of persons voted for at the General Municipal Election for Mayor is as follows: Gloria Olmos and Gracie Retamoza.

SECTION 6. That the names of persons voted for at the General Municipal Election for Member of City Council is as follows: Hector Delgado, Larry Rodriguez, Richard Angel and Salvador Ramirez.

SECTION 7. That the number of votes given at each vote center and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates are as listed in Exhibit "A" attached.

SECTION 8. The City Council does declare and determine that Gloria Olmos was re-elected as Mayor for the full term of four years

SECTION 9. The City Council does declare and determine that Hector Delgado was re-elected as Member of the City Council for the full term of four years; and Larry Rodriguez was elected as Member of the City Council for a full term of four years.

SECTION 10. That said General Municipal Election was also held for the purpose of considering the following measure of said City as required by laws relating to cities in the State of California:

> **Measure SEM – South El Monte Locally-Controlled Services Measure**
> Shall the measure that replaces the county-controlled "Measure H" 0.25% sales tax with a locally-controlled, independently audited, City of South El Monte revenue source generating approximately $1.6 million annually for South El Monte general services such as public safety, housing programs, parks/recreation, homelessness prevention, and road repairs, by creating a one-quarter cent (0.25%) sales tax that starts when the "Measure H" tax ends and continues until repealed by voters be adopted?

SECTION 11. That the number of votes given at each vote center and the number of votes given in the City in favor and against Measure "SEM" are as listed in Exhibit "A" attached.

SECTION 12. That as a result of the November 5, 2024, General Municipal Election, the City Council does declare and determine that:

> Measure "SEM" was approved by a majority of the voters of South El Monte voting in the November 5, 2024, General Municipal Election, and, therefore, Ordinance No. 1275, which was submitted to the voters as Measure "SEM," shall be deemed adopted and ratified by the electorate.

SECTION 13. The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (1) the whole number of votes cast in the city; (2) the names of the persons voted for; (3) the measure voted upon; (4) for what office each person was voted for; (5) the number of votes given at each precinct to each person and for and against each measure; (6) The number of votes given in the city to each person and for and against each measure.

SECTION 14. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 15. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 10th day of December 2024.

____
Gloria Olmos, Mayor

ATTEST:

____
Adrian Garcia, MMC, City Clerk

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

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-246, 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 10th day of December 2024, and that said Resolution was adopted by the following vote:

AYES: Councilmember(s):
NOES: Councilmember(s):

____
Adrian Garcia, MMC, City Clerk

Exhibit A
County Registrar's Certificate of Election Results

LOS ANGELES COUNTY
REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN
Registrar-Recorder/County Clerk

December 3, 2024

Adrian Garcia, City Clerk
City of South El Monte
1415 Santa Anita Avenue
South El Monte, California 91733

CITY OF SOUTH EL MONTE GENERAL MUNICIPAL ELECTION

Dear City Clerk:

Enclosed are the Official Canvass Certificate and the Official Statement of Votes Cast by precinct for the City of South El Monte General Municipal Election consolidated with the General Election held in Los Angeles County on November 5, 2024.

Please call the Election Planning Section at (562) 462-2317, if you have any questions.

Sincerely,

SONIA CORONA, Head
Election Planning Section

Attachment:
Official Canvass Certificate
Official Statement of Votes Cast

J:2024EF.GeneralElec.Nov2024.CanvassCert.CityLetter

Los Angeles County Registrar-Recorder/County Clerk

CERTIFICATE OF THE CANVASS

OF THE ELECTION RETURNS

I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I canvassed the returns of the votes cast for each elective office and/or measure(s) for

South El Monte City

at the General Election, held on the 5th day of November, 2024.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 3rd day of December 2024.

Dean C. Logan

DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

SOUTH EL MONTE CITY GENERAL MUNICIPAL ELECTION Mayor

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	GRACIE RETAMOZA	GLORIA OLMOS
SOUTH EL MONTE - 6530002A		467	123	281
VOTE BY MAIL SERIAL 0739		703	181	427
TOTAL	2,476	1,170	304	708
SOUTH EL MONTE - 6530040A		515	151	322
VOTE BY MAIL SERIAL 0740		956	267	629
TOTAL	2,835	1,471	418	951
SOUTH EL MONTE - 6530044A		720	189	468
VOTE BY MAIL SERIAL 0741		1,680	472	1,097
TOTAL	3,843	2,400	661	1,565

SOUTH EL MONTE CITY GENERAL MUNICIPAL ELECTION Mayor

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	GRACIE RETAMOZA	GLORIA OLMOS
PRECINCT TOTAL		1,702	463	1,071
VBM TOTAL		3,339	920	2,153
GRAND TOTAL	9,154	5,041	1,383	3,224

SOUTH EL MONTE CITY GENERAL MUNICIPAL ELECTION Member of the City Council

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	HECTOR DELGADO	RICHARD ANGEL	SALVADOR RAMIREZ	LARRY RODRIGUEZ
SOUTH EL MONTE - 6530002A		467	255	83	115	137
VOTE BY MAIL SERIAL 0739		703	425	139	158	200
TOTAL	2,476	1,170	680	222	273	337
SOUTH EL MONTE - 6530040A		515	290	102	128	146
VOTE BY MAIL SERIAL 0740		956	566	271	268	328
TOTAL	2,835	1,471	856	373	396	474
SOUTH EL MONTE - 6530044A		720	343	248	193	237
VOTE BY MAIL SERIAL 0741		1,680	843	629	432	539
TOTAL	3,843	2,400	1,186	877	625	776

SOUTH EL MONTE CITY GENERAL MUNICIPAL ELECTION Member of the City Council

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	HECTOR DELGADO	RICHARD ANGEL	SALVADOR RAMIREZ	LARRY RODRIGUEZ
PRECINCT TOTAL		1,702	888	433	436	520
VBM TOTAL		3,339	1,834	1,039	858	1,067
GRAND TOTAL	9,154	5,041	2,722	1,472	1,294	1,587

SOUTH EL MONTE CITY SPECIAL MUNICIPAL ELECTION - MEASURE SEM

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location		Registration	Ballots Cast	YES	NO
SOUTH EL MONTE - 6530002A			467	246	152
VOTE BY MAIL	SERIAL 0739		703	421	190
TOTAL		2,476	1,170	667	342
SOUTH EL MONTE - 6530040A			515	252	190
VOTE BY MAIL	SERIAL 0740		956	567	304
TOTAL		2,835	1,471	819	494
SOUTH EL MONTE - 6530044A			720	372	253
VOTE BY MAIL	SERIAL 0741		1,680	909	587
TOTAL		3,843	2,400	1,281	840

SOUTH EL MONTE CITY SPECIAL MUNICIPAL ELECTION - MEASURE SEM

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	YES	NO
PRECINCT TOTAL		1,702	870	595
VBM TOTAL		3,339	1,897	1,081
GRAND TOTAL	9,154	5,041	2,767	1,676

ATTACHMENT C

ORDINANCE NO. 1275

AN ORDINANCE OF THE PEOPLE OF THE CITY OF SOUTH EL MONTE, ADDING CHAPTER 3.05 TO TITLE 3 OF THE MUNICIPAL CODE TO IMPOSE A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

THE PEOPLE AND CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DO HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Declarations. The People and the City Council find and declare as follows:

A Section 7285.9 of the Revenue & Taxation Code (the "Code") authorizes the City to levy transactions and use taxes for general purposes that conform with the requirements of the Transactions and Use Tax Law (Section 7251 *et seq*. of the Code) (the "TUT Law").

B. Section 7251.1 of the TUT Law provides that the combined rate of all transactions and use in any county may not exceed two percent.

C. Section 7285.92 of the Code provides that the authority of the City to impose a transaction and use tax is subject to this combined rate limitation.

D. Within the City of South El Monte, the County of Los Angeles currently levies transactions and use taxes at a combined rate of 1.25% that are subject to this combined rate limit.

E. The City currently levies transactions and use taxes at only 0.75% in combined rates.

F. Thus, under current law, until a County transactions and use tax that counts against the combined rate limit expires, the City is prevented from having an additional transactions and use tax come into effect.

G. In 2017, the voters of Los Angeles County approved Measure H, which imposed a 0.25% transactions and use tax within the City.

H. The Measure H tax will terminate by its own terms on September 30, 2027.

I. The County Board of Supervisors has placed on the November 5, 2024 ballot a measure, known as Measure A, that will terminate the Measure H tax in 2025.

J. This means that, no later than October 1, 2027, there will be room within the 2% combined rate limitation for a new 0.25% South El Monte transactions and use tax.

K. If a new 0.25% South El Monte transactions and use tax become effective, then the City and the County will each, within South El Monte, have taxes at a combined rate of 1% that are subject to the combined 2% limit.

L. By equalizing, within the City of South El Monte, the share of the 2% combined limit that is used by City taxes and the share that is used by County taxes, the new 0.25% tax would effectively be replacing the Measure H tax for purposes of the combined limit.

<u>SECTION 2:</u> <u>Amendment.</u> Chapter 3.05 is hereby added to Title 3 of the South El Monte Municipal Code to read as follows:

“**Chapter 3.05 Locally-Controlled Services Transactions & Use Tax**

3.05.010 Short Title

This chapter shall be known as the City of South El Monte Locally-Controlled Services Transactions and Use Tax Ordinance of 2024. The City of South El Monte hereinafter shall be called "City." This chapter shall be applicable in the incorporated territory of the City.

3.05.020 Operative Date

A. Except as provided by subsection B of this section, "Operative Date" means October 1, 2027.

B. If, as the result of the adoption by Los Angeles County Voters of an ordinance authorized by Section 7286.01 of the Revenue & Taxation Code, or for any other reason, the Measure H Tax terminates prior to September 30, 2027, “Operative Date” shall mean the later of :

(i) the first day of the first calendar quarter commencing after the termination date of the Measure H Tax or

(ii) the first day of the first calendar quarter commencing more than 110 days after the adoption of this chapter, the date of such adoption being as set forth at the bottom of the voter-approved ordinance adding this chapter to this code.

C. For purposes of this section, “Measure H Tax” means the Los Angeles County 0.25% transactions and use tax, first operative on October 1, 2017, that was approved at the March 7, 2017 Election by the voters the County of Los Angeles by their adoption of Measure H.

3.05.030 Purpose

This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

3.05.040 Contract with State

Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of the transactions and use tax imposed by this chapter; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.05.050 Transactions Tax Rate

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 0.25% of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this Chapter.

3.05.060 Place of Sale

For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

3.05.070 Use Tax Rate

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this chapter for storage, use or other consumption in said territory at the rate of 0.25% of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.05.080 Adoption of Provisions of State Law

Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

3.05.090 Limitation on Adoption of State Law and Collection of Use Taxes

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

1. “A retailer engaged in business in the District” shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined

sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars ($500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

3.05.100 Permit Not Required

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

3.05.110 Exemptions and Exclusions

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1

(commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.05.120 Amendments

All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

3.05.130 Enjoining Collection Prohibited

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.05.140 Accountability and Use of Tax Proceeds

Proceeds of the tax imposed by this chapter shall be deposited in the general fund of the City and shall be available for any lawful purpose. Once deposited, such proceeds shall be audited as part of City's annual independent audit of the general fund and shall be accounted for in the City's Consolidated Annual Financial Report.

SECTION 3: INTENT. The intent of this Ordinance is (i) to cause the tax imposed by this ordinance to go into effect on the first day that is legally permissible pursuant to Section 7251.1 of the Revenue & Taxation Code, but no later than October 1, 2027 and (ii) to impose a tax that, once operative, continues without sunset until repealed.

SECTION 4: SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

<u>SECTION 5:</u> <u>ELECTION REQUIRED.</u> This Ordinance shall not become operative unless and until it is approved both (i) by the voters by the City Council by a vote of two thirds of all of its members and (ii) by a majority vote at the November 5, 2024 General Municipal Election.

<u>SECTION 6:</u> <u>AMENDMENT.</u> This Ordinance may be amended by the City Council. However, no such amendment can increase the rate of the tax imposed by this Ordinance or make a change that is inconsistent with the laws of the State that govern transactions and use taxes.

<u>SECTION 7:</u> <u>EFFECTIVE DATE.</u> This Ordinance relates to the levying and collecting of a transactions and use tax and shall take effect immediately. However, the operative date for the tax imposed by this Ordinance shall be as set forth in this Ordinance.

<u>SECTION 8:</u> <u>CEQA.</u> The California Environmental Quality Act (CEQA) (Public Resources Code Section §§ 21000 et seq.) and CEQA Guideline 15378(b)(4) provide that the creation of government funding mechanisms or other government fiscal activities that do not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment are not projects subject to the requirements of CEQA. Thus, this Ordinance is exempt under CEQA.

<u>SECTION 9:</u> <u>CERTIFICATION.</u> The City Clerk shall certify to the adoption of this ordinance, and shall cause the same to be posted and codified in the manner required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of South El Monte this 10th day of December, 21024.

____
Gloria Olmos, Mayor

ATTEST:

____
Adrian Garcia, MMC, City Clerk

APPROVED AS TO FORM:

____
Anthony R. Taylor, City Attorney

PASSED, APPROVED AND ADOPTED by the People of the City of South El Monte at the Municipal Election held on November 5, 2024, the results of which election were declared by the City Council by the adoption of its Resolution No. 24-246 on December 10, 2024.

____
Gloria Olmos, Mayor

ATTEST:

____
Adrian Garcia, MMC, City Clerk

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

I, Adrian Garcia, City Clerk of the City of South El Monte, do hereby certify that the foregoing Ordinance, being Ordinance No. 1275, was introduced by the City Council at its meeting held on the 7th day of August, 2024 and was duly passed, approved and adopted by the City Council of the City of South El Monte at a regular meeting of said County held on the 10th day of December 2024, by the following vote:

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

____
Adrian Garcia, MMC, City Clerk

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

I, Adrian Garcia, City Clerk of the City of South El Monte, do hereby certify that the foregoing Ordinance, being Ordinance No. 1275, was adopted by the People of the City of South El Monte at the General Municipal Election held on November 5, 2024.

____
Adrian Garcia, MMC, City Clerk

City Council Agenda Report

Agenda Item No. 9.b.

DATE: December 10, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Director of Finance, Adrian Garcia, MMC, City Clerk

SUBJECT: CONSIDERATION AND ADOPTION OF ORDINANCE NO. 1275, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, ADDING CHAPTER 3.05 TO TITLE 3 OF THE MUNICIPAL CODE TO IMPOSE A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

SUMMARY: At the November 5, 2024 General Municipal Election, the voters adopted Measure SEM, which imposes a 0.25% transaction and use tax. Pursuant to state law, in order for this tax to become effective, the City Council must itself adopt the ordinance that imposes the tax.

RECOMMENDED ACTION: Staff Recommends City Council:

1. Find that the adoption of the ordinance is not a "project" subject to the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code Section §§21000 et seq.) and CEQA Guideline 15378(b)(4); and
2. Waive second reading and adopt Ordinance No. 1275,Adding Chapter 3.05 to Title 3 of the Municipal Code to impose a Transactions and Use Tax to be administered by the California Department of Tax And Fee Administration.

FISCAL/FINANCIAL IMPACT: If the City Council approves the attached ordinance, the voter-approved 0.25% transactions and use tax will begin being collected on April 1, 2024. It is anticipated that the tax will raise approximately $1.6 million per year for the City.

DISCUSSION: Ordinance No. 1275 (the "Ordinance") adds Chapter 3.05, known as the South El Monte Locally-Controlled Services Ordinance, to the City's Municipal Code. This Chapter imposes a 0.25% transactions and use tax that will be administered for the City by the California State Department of Tax and Fee Administration.

On August 6, 2024, by a unanimous vote, the City Council introduced the Ordinance. On that same date, the City Council approved a resolution submitting the Ordinance to the voters at the November 5, 2025 General Municipal Election as Measure SEM, the "South El Monte Locally-Controlled Services Measure."

At the General Municipal Election, the voters approved Measure SEM, and thereby adopted Ordinance No. 1275. Section 7285.9 of the California Revenue and Taxation Code requires that the tax ordinance also be approved by a two-thirds vote of the City Council. As the City Council has already introduced the Ordinance, staff recommend that the City Council now adopt the Ordinance.

The Ordinance was drafted so that the tax would begin collection upon the termination of the County's Measure H Tax. Because the County's Measure A was adopted at the November 5, 2024 election, the Measure H tax will terminate on March 31, 2025. Therefore, the tax imposed by the Ordinance would begin on April 1, 2025.

Staff Report jointly prepared by Special Counsel, Mark E. Mandell, City Clerk, Adrian Garcia, and Director of Finance, Masami Higa.

ATTACHMENT(S):

A. Ordinance No. 1275 - Measure SEM

ATTACHMENT A

ORDINANCE NO. 1275

AN ORDINANCE OF THE PEOPLE AND THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, ADDING CHAPTER 3.05 TO TITLE 3 OF THE MUNICIPAL CODE TO IMPOSE A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

THE PEOPLE AND CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DO HEREBY ORDAIN AS FOLLOWS:

SECTION 1: **Declarations**. The People and the City Council find and declare as follows:

A Section 7285.9 of the Revenue & Taxation Code (the "Code") authorizes the City to levy transactions and use taxes for general purposes that conform with the requirements of the Transactions and Use Tax Law (Section 7251 *et seq*. of the Code) (the "TUT Law").

B. Section 7251.1 of the TUT Law provides that the combined rate of all transactions and use in any county may not exceed two percent.

C. Section 7285.92 of the Code provides that the authority of the City to impose a transaction and use tax is subject to this combined rate limitation.

D. Within the City of South El Monte, the County of Los Angeles currently levies transactions and use taxes at a combined rate of 1.25% that are subject to this combined rate limit.

E. The City currently levies transactions and use taxes at only 0.75% in combined rates.

F. Thus, under current law, until a County transactions and use tax that counts against the combined rate limit expires, the City is prevented from having an additional transactions and use tax come into effect.

G. In 2017, the voters of Los Angeles County approved Measure H, which imposed a 0.25% transactions and use tax within the City.

H. The Measure H tax will terminate by its own terms on September 30, 2027.

I. The County Board of Supervisors has placed on the November 5, 2024 ballot a measure, known as Measure A, that will terminate the Measure H tax in 2025.

J. This means that, no later than October 1, 2027, there will be room within the 2% combined rate limitation for a new 0.25% South El Monte transactions and use tax.

K. If a new 0.25% South El Monte transactions and use tax become effective, then the City and the County will each, within South El Monte, have taxes at a combined rate of 1% that are subject to the combined 2% limit.

L. By equalizing, within the City of South El Monte, the share of the 2% combined limit that is used by City taxes and the share that is used by County taxes, the new 0.25% tax would effectively be replacing the Measure H tax for purposes of the combined limit.

SECTION 2: **Amendment.** Chapter 3.05 is hereby added to Title 3 of the South El Monte Municipal Code to read as follows:

"**Chapter 3.05 Locally-Controlled Services Transactions & Use Tax**

3.05.010 Short Title

This chapter shall be known as the City of South El Monte Locally-Controlled Services Transactions and Use Tax Ordinance of 2024. The City of South El Monte hereinafter shall be called "City." This chapter shall be applicable in the incorporated territory of the City.

3.05.020 Operative Date

A. Except as provided by subsection B of this section, "Operative Date" means October 1, 2027.

B. If, as the result of the adoption by Los Angeles County Voters of an ordinance authorized by Section 7286.01 of the Revenue & Taxation Code, or for any other reason, the Measure H Tax terminates prior to September 30, 2027, "Operative Date" shall mean the later of :

(i) the first day of the first calendar quarter commencing after the termination date of the Measure H Tax or

(ii) the first day of the first calendar quarter commencing more than 110 days after the adoption of this chapter, the date of such adoption being as set forth at the bottom of the voter-approved ordinance adding this chapter to this code.

C. For purposes of this section, "Measure H Tax" means the Los Angeles County 0.25% transactions and use tax, first operative on October 1, 2017, that was approved at the March 7, 2017 Election by the voters the County of Los Angeles by their adoption of Measure H.

3.05.030 Purpose

This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

3.05.040 Contract with State

Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of the transactions and use tax imposed by this chapter; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.05.050 Transactions Tax Rate

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 0.25% of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this Chapter.

3.05.060 Place of Sale

For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

3.05.070 Use Tax Rate

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this chapter for storage, use or other consumption in said territory at the rate of 0.25% of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.05.080 Adoption of Provisions of State Law

Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

3.05.090 Limitation on Adoption of State Law and Collection of Use Taxes

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

1. “A retailer engaged in business in the District” shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined

sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars ($500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

3.05.100 Permit Not Required

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

3.05.110 Exemptions and Exclusions

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1

(commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.05.120 Amendments

All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

3.05.130 Enjoining Collection Prohibited

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.05.140 Accountability and Use of Tax Proceeds

Proceeds of the tax imposed by this chapter shall be deposited in the general fund of the City and shall be available for any lawful purpose. Once deposited, such proceeds shall be audited as part of City's annual independent audit of the general fund and shall be accounted for in the City's Consolidated Annual Financial Report.

SECTION 3: INTENT. The intent of this Ordinance is (i) to cause the tax imposed by this ordinance to go into effect on the first day that is legally permissible pursuant to Section 7251.1 of the Revenue & Taxation Code, but no later than October 1, 2027 and (ii) to impose a tax that, once operative, continues without sunset until repealed.

SECTION 4: SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 5: **ELECTION REQUIRED.** This Ordinance shall not become operative unless and until it is approved both (i) by the voters by the City Council by a vote of two thirds of all of its members and (ii) by a majority vote at the November 5, 2024 General Municipal Election.

SECTION 6: **AMENDMENT.** This Ordinance may be amended by the City Council. However, no such amendment can increase the rate of the tax imposed by this Ordinance or make a change that is inconsistent with the laws of the State that govern transactions and use taxes.

SECTION 7: **EFFECTIVE DATE.** This Ordinance relates to the levying and collecting of a transactions and use tax and shall take effect immediately. However, the operative date for the tax imposed by this Ordinance shall be as set forth in this Ordinance.

SECTION 8: **CEQA.** The California Environmental Quality Act (CEQA) (Public Resources Code Section §§ 21000 et seq.) and CEQA Guideline 15378(b)(4) provide that the creation of government funding mechanisms or other government fiscal activities that do not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment are not projects subject to the requirements of CEQA. Thus, this Ordinance is exempt under CEQA.

SECTION 9: **CERTIFICATION.** The City Clerk shall certify to the adoption of this ordinance, and shall cause the same to be posted and codified in the manner required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of South El Monte this 10th day of December, 21024.

____
Gloria Olmos, Mayor

ATTEST:

____
Adrian Garcia, MMC, City Clerk

APPROVED AS TO FORM:

____
Anthony R. Taylor, City Attorney

PASSED, APPROVED AND ADOPTED by the People of the City of South El Monte at the Municipal Election held on November 5, 2024, the results of which election were declared by the City Council by the adoption of its Resolution No. 24-246 on December 10, 2024.

Gloria Olmos, Mayor

ATTEST:

Adrian Garcia, MMC, City Clerk

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

I, Adrian Garcia, City Clerk of the City of South El Monte, do hereby certify that the foregoing Ordinance, being Ordinance No. 1275, was introduced by the City Council at its meeting held on the 7th day of August, 2024 and was duly passed, approved and adopted by the City Council of the City of South El Monte at a regular meeting of said County held on the 10th day of December 2024, by the following vote:

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

____
Adrian Garcia, MMC, City Clerk

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

I, Adrian Garcia, City Clerk of the City of South El Monte, do hereby certify that the foregoing Ordinance, being Ordinance No. 1275, was adopted by the People of the City of South El Monte at the General Municipal Election held on November 5, 2024.

____
Adrian Garcia, MMC, City Clerk

City Council Agenda Report

Agenda Item No. 9.c.

DATE: December 10, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Director of Finance

SUBJECT: CONSIDERATION OF RESOLUTION NO. 24-247, AUTHORIZING CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX & FEE ADMINISTRATION (CDTFA) FOR IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX (MEASURE SEM); CONSIDERATION OF RESOLUTION NO. 24-248 AUTHORIZING THE EXAMINATION OF TRANSACTIONS & USE TAX RECORDS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE & FILE ADDITIONAL AGREEMENTS, LETTERS AND FORMS WITH THE CDTFA AND OTHER APPROPRIATE STATE AGENCIES AS REQUIRED FOR IMPLEMENTATION OF THE LOCAL TRANSACTIONS & USE TAX (MEASURE SEM) AND TO TAKE SUCH OTHER ACTIONS NECESSARY TO IMPLEMENT THE LOCAL TRANSACTIONS & USE TAX (MEASURE SEM)

SUMMARY: Measure SEM, the City's 0.25% transactions and use tax measure, was adopted by the voters at the November 5, 2024 General Municipal Election. The new tax will be administered for the City by the California Department of Tax and Fee Administration. This item recommends that the City Council take the necessary actions to allow the Department of Tax and Fee Administration to administer the tax.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-247, authorizing the City Manager to execute agreements with the California Department of Tax and Fee Administration (CDTFA) for the implementation of a local transaction and use tax (Measure SEM);
2. Adopt Resolution No. 24-248, authorizing City representatives and sales tax consultant to examine sales, transactions and use tax records pursuant to Revenue and Taxation Code Section 7056; and
3. Authorize City Manager to complete, execute, file additional agreements, letters, and forms with the CDTFA and other appropriate state agencies as required for the implementation of the City's local transactions and use tax, and to take such

other actions as may be necessary to implement the City's local transactions and use tax.

FISCAL/FINANCIAL IMPACT: Measure SEM is expected to generate approximately $1,600,000 annually.

DISCUSSION: Pursuant to Revenue and Taxation Code Section 7265, the new tax is scheduled to become operative on April 1, 2025 and will be administered by the CDTFA.

The CDTFA requires that the City Council approve a resolution (Resolution No. 24-247) authorizing the City Manager to execute a Preparatory Agreement and an Administrative Agreement with the CDTFA for implementation of the new tax.

1. The Preparatory Agreement authorizes the CDTFA to do the necessary work to administer the tax. This includes work relating to developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the CDTFA's staff and for taxpayers, and other necessary functions.

2. The Administrative Agreement authorizes the CDTFA to administer and implement the Measure SEM transactions and use (sales) tax. This includes administrative and operational functions, such as ensuring compliance with the guidelines established in the City's Transactions and Use Tax Ordinance, collecting funds from retailers, reviewing payment submissions for appropriateness, and remitting funds to the City.

These agreements are respectively attached within Exhibits A and B of the attached Resolution No. 24-247.

The CDTFA also requires that the City Council designate authorized representatives to examine the confidential sales, use and transactions tax records pertaining to taxes collected by CDTFA for the City by adopting Resolution No. 24-248.

The CDTFA performs all functions incident to the administration and collection of local sales, use and transactions taxes in the State of California. The proposed resolutions are required by CDTFA in order for the new tax to become operative on April 1, 2025, or the first day of the first calendar quarter commencing more than 110 days after the adoption of the tax ordinance.

The CDTFA may also require completion, execution, and filing of additional agreements, letters, and forms with the CDTFA and other appropriate state agencies as required for the implementation of the local transactions and use tax. These could include items such as a contract form for notifications and appeals, a media and registration request form, and an EFT authorization agreement.

Based on the forgoing, the City Council is therefore asked (1) to adopt Resolution Nos. 24-247 and 24-248 and (2) to authorize the City Manager to complete, execute, file additional agreements, letters, and forms with the CDTFA and other appropriate state agencies as required for the implementation of the City's local transactions and use tax, and to take such other actions as may be necessary to implement the City's local transactions and use tax.

Staff Report jointly prepared by Special Counsel, Mark E. Mandell, City Clerk, Adrian Garcia, and Director of Finance, Masami Higa.

ATTACHMENT(S):

A. Resolution No. 24-247 with Exhibit A and Exhibit B
B. Resolution No. 24-248

ATTACHMENT A

RESOLUTION NO. 24-247

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX.

WHEREAS, at the November 5, 2024 General Municipal Election, the voters of the City of South El Monte adopted, as Measure H, Ordinance No. 1275, amending the Municipal Code to provide for an additional 0.25% local transactions and use tax; and

WHEREAS, on December 10, 2024, the City Council adopted Ordinance No. 1275; and

WHEREAS, the California Department of Tax and Fee Administration (Department) administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS, the Department will be responsible to administer and collect the transactions and use tax for the City; and

WHEREAS, the Department requires that the City enter into a "Preparatory Agreement" and an "Administration Agreement" prior to implementation of said taxes; and

WHEREAS, the Department requires that the City Council authorize the agreements;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of South El Monte that the "Preparatory Agreement" attached as Exhibit A and the "Administrative Agreement" attached as Exhibit B are hereby approved and the City Manager is hereby authorized to execute each agreement.

PASSED, APPROVED AND ADOPTED this 10th day of December 2024.

____
Gloria Olmos, Mayor

ATTEST:

____
Adrian Garcia, MMC, City Clerk

Attachment: Exhibit A – Preparatory Agreement
Exhibit B – Administrative Agreement

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

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 24-247 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 10th day of December 2024, and that said Resolution was adopted by the following vote:

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

____
Adrian Garcia, MMC, City Clerk

Exhibit A to Resolution
Preparatory Agreement

AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE CITY'S TRANSACTIONS AND USE TAX ORDINANCE

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of South El Monte, hereinafter called *City*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.

2. City agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.

4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by City for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars ($175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail or through email at jservices@cdtfa.ca.gov. If and when communications and notices may include confidential information, communications and notices must be sent through encrypted email at jservices@cdtfa.ca.gov or by mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration
P.O. Box 942879 MIC: 27
Sacramento, California 94279-0027
Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

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

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Department has received all payments due from City under the terms of this agreement.

CITY OF SOUTH EL MONTE

By ______________________________
(Signature)

Rene Salas
(Typed Name)

City Manager
(Title)

Date: ____________________________

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

By: ____________________________
Administrator
Local Revenue Branch

Date: ___________________________

Exhibit B to Resolution
Administrative Agreement

AGREEMENT FOR STATE ADMINISTRATION
OF CITY TRANSACTIONS AND USE TAXES

The City Council of the City of South El Monte has adopted, and the voters of the City of South El Monte (hereafter called "City" or "District") have approved by the required majority vote, the City of South El Monte Transactions and Use Tax Ordinance (hereafter called "Ordinance"), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California State Department of Tax and Fee Administration, (hereinafter called the "Department") and the City do agree as follows:

ARTICLE I

DEFINITIONS

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7285.9, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.

2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. 1275, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

ARTICLE II
ADMINISTRATION AND COLLECTION
OF CITY TAXES

A. **Administration.** The Department and City agree that the Department shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

B. Other Applicable Laws. City agrees that all provisions of law applicable to the administration and operation of the Department Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

C. **Transmittal of money.**

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's

ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

D. Rules. The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

E. Preference. Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

F. Security. The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Department.

G. Records of the Department.

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the City to examine the records of the Department, including the name, address, and account number of each seller holding a seller’s permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Department's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

H. Annexation. City agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

ARTICLE III
ALLOCATION OF TAX

A. Allocation. In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion of the Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

B. Vehicles, Vessels, and Aircraft. For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

ARTICLE IV
COMPENSATION

The City agrees to pay to the Department as the State's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the City.

ARTICLE V
MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate or through email at jservices@cdtfa.ca.gov. If and when communications and notices may include confidential information, communications and notices must be sent through encrypted email at jservices@cdtfa.ca.gov or by mail.

Communications and notices to be sent to the Department shall be addressed to:

California State Department of Tax and Fee Administration
P.O. Box 942879
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to the City shall be addressed to:

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

Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on April 1, 2025. This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

C. Notice of Repeal of Ordinance. City shall give the Department written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

ARTICLE VI
ADMINISTRATION OF TAXES IF THE
ORDINANCE IS CHALLENGED AS BEING INVALID

A. Impoundment of funds.

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

B. Costs of administration. Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by City to Department to prepare to administer the City Ordinance.

2. City will pay to Department and allow Department to retain Department's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Department shall bill City on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. City shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

CITY OF SOUTH EL MONTE

By ______________________________
(Signature)

Rene Salas
(Typed Name)

City Manager
(Title)

____
(Date)

CALIFORNIA STATE DEPARTMENT
TAX AND FEE ADMINISTRATION

By: ______________________________
Administrator
Local Revenue Branch

Date: ______________________________

ATTACHMENT B

RESOLUTION NO. 24-248

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE AUTHORIZING EXAMINATION OF SALES OR TRANSACTIONS AND USE TAX RECORDS

WHEREAS, pursuant to Ordinance Number 376, the City of South El Monte (City) entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of sales and use taxes; and

WHEREAS, pursuant to Ordinance Numbers 1145, 1250 and 1275, and Revenue and Taxation Code section 7270, the City entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of transactions and use taxes; and

WHEREAS, the City Council of the City of South El Monte deems it desirable and necessary for authorized officers, employees and representatives of the City to examine confidential sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected by the Department for the City pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department;

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

SECTION 1. That the City Manager, Director of Finance, City Treasurer, Accounting Manager, or other officer or employee of the City designated in writing by the City Manager to the California Department of Tax and Fee Administration is hereby appointed to represent the City with authority to examine sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected for the City by the Department pursuant to the contract between the City and the Department.

SECTION 2. The information obtained by examination of Department records shall be used only for purposes related to the collection of City sales or transactions and use taxes by the Department pursuant to that contract, and for purposes related to the following governmental functions of the City:

(a) Budget Planning

(b) Economic Development

The information obtained by examination of Department records shall be used only for those governmental functions of the City listed above.

SECTION 3. That Hinderliter, de Llamas and Associates is hereby designated to examine the sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected for the City by the Department. The person or entity designated by this section meets all of the following conditions, which are also included in the contract between the City and the Hinderliter, de Llamas and Associates:

a) has an existing contract with the City to examine those sales or transactions and use tax records;

b) is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.

c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;

d) is prohibited by that contract from retaining the information contained in, or derived from those sales or transactions and use tax records, after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of Department records shall be used only for purposes related to the collection of City sales or transactions and use taxes by the Department pursuant to the contract between the City and the Department and for those purposes relating to the governmental functions of the City listed in section 2 of this resolution.

SECTION 4. That this resolution supercedes all prior resolutions of the City Council of the City of South El Monte adopted pursuant to subdivision (b) of Revenue and Taxation Code section 7056.

PASSED, APPROVED AND ADOPTED this 10th day of December 2024.

____
Gloria Olmos, Mayor

ATTEST:

____
Adrian Garcia, MMC, City Clerk

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

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 24-248 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 10th day of December 2024, and that said Resolution was adopted by the following vote:

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

____

Adrian Garcia, MMC, City Clerk